



CITY OF MOBILE

REQUEST FOR QUOTES

April 24, 2019

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

Project Name: Service Contract - Escalator Inspections and Preventative Maintenance

Project Locations: Mobile Civic Center
401 Civic Center Drive
Mobile, AL 36602

Project Number: SC-029-19

Quotes (stipulated sum) for the above Project will be received until 2:00 p.m. on Friday, May 10, 2019 in the Building Services Department, 205 Government Street, Room 546 (P.O. Box 1827), Mobile, AL 36633. Quotes may be submitted in person, FAXed, e-mailed or mailed to the address indicated. Quotes will be reviewed by the Building Services Department following the time established for receipt of Quotes. This contract is for a period of One (1) year commencing on date of Notice to Proceed to Service Contractor.

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

Pre-Quote Meeting:

Service Contractors are to meet on Wednesday, May 1, 2019 at 10:00 a.m. in the main entrance of the Mobile Civic Center, 401 Civic Center Drive, Mobile, AL 36602.

Scope of Work:

Work to be performed by the Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools and equipment necessary to perform quarterly inspections and preventative maintenance for the Escalator at the Mobile Civic Center, 401 Civic Center Drive, Mobile, AL

36602, as listed in Exhibit A – Scope of Work, and in accordance with the terms of this Contract. The Contract shall extend for One (1) year from date of written Notice to Proceed from Owner. Service Contractor shall make all required repairs and/or replace all defective components listed above at no charge to the Owner. No additional charges will be accepted during the term of this Agreement without City's approval. This includes any needed parts and/or technical services.

Examination of Documents:

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

Coordination:

Coordinate all work with the City of Mobile, Building Services Department, Service Contract Administrator.

All Work shall be scheduled to minimize the disturbance and interruption of the building and general public.

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

Quality Assurance:

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

Submittals:

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

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

Hours of Work:

The Owner shall not prohibit Service Contractor from performing work herein during a normal work day. For the purpose of this provision a "normal work day" is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. If access is necessary at other times due to Owner requirements, the Service Contractor shall arrange a time with the Service Contractor Administrator that is acceptable with the City Department in the facility where the escalator is located.

Payments:

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

- Payments will be made quarterly for completed 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.
- Inspections reports will be submitted to the Service Contract Administrator along with any discrepancies listed and corrective actions required before payments will be released.

Termination:

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

Insurance:

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

Non-Discrimination:

Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

Form of Agreement:

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

General:

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

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

- Within Ten (10) calendar days from the date of issuance of Contract forms for execution, the Service Contractor shall deliver to the City of Mobile the following documents:

1. Proof of enrollment in the Federal E-Verify program (see sample document, attached as Exhibit 1)
2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 2, with sample document)
3. Fully executed Agreement (attached as Exhibit 3)
4. A Company W-9 Tax Form and enrollment in the City of Mobile's Vendor Self Service Portal (if not currently enrolled, please use the following link: <https://mobileselfservice.tylertech.com/Vendors/default.aspx>)

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

Anti-Boycott Statement:

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

Equal Opportunity:

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

- A. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

NOTE: Contact the Service Contract Administrator, Ozzie Elortegui at the City of Mobile, Building Services Department, 251-272-6888 cell, 251-208-7639 office, 251-208-7894 FAX or e-mail ozzie@cityofmobile.org for further clarification.

END OF SECTION

QUOTE FORM

Service Contract - Escalator Inspections and Preventative Maintenance
Mobile Civic Center, 401 Center Drive, Mobile, AL 36602

SC-029-19

QUOTE:

Company Name: _____

Company Address: _____

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

City of Mobile Business License No.: _____

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

Service Contractor agrees to deliver the Work complete within a period of one (1) year commencing on date of Notice to Proceed to Service Contractor.

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

July 2019	\$ _____
October 2019	\$ _____
January 2020	\$ _____
April 2020	\$ _____
Total	\$ _____

Total Quote Amount: _____
(Amount in Words)

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

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

A. Regular time: Rate \$ _____ per hour.
(7a.m. to 5p.m., Monday-Friday)

B. Overtime Rate \$ _____ per hour.
(5p.m. to 7a.m., Monday-Friday and weekends)

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

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

Contact Name: _____

Contact Phone #: _____ Cell #: _____

E-mail Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

EXHIBIT A

SCOPE OF WORK

April 24, 2019

Work to be performed by the Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools and equipment necessary to perform quarterly inspections and preventative maintenance for the Escalator at the Mobile Civic Center, 401 Civic Center Drive, Mobile, AL 36602, in accordance with the terms of this Contract. The Contract shall extend for One (1) year from date of written Notice to Proceed from Owner.

1. Coordinate work schedule with Owner's representative.
2. Check the general operation of the escalator. Adjust and lubricate the components, including, but not limited to, the items listed below:
 - a. All control system components. All drive machine components. Drain and flush the gear case as needed to remove sediment and grit. Refill with new oil.
 - b. All control wiring and all power wiring from the equipment input terminals to the motor. All handrail and all handrail drive components.
 - c. Missing step detector, handrail speed detector, handrail inlet switches, step up thrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.
 - d. All step chains, guidances and alignment components and demarcation lights. Balustrades and decks shall be examined and aligned, adjusted and fastened as needed.
3. No additional charges will be accepted during the term of this Agreement without City's approval. This includes any need parts and/or technical services.
4. The inspections and preventative maintenance work is to be performed on a quarterly basis during the term of this Agreement in coordination with the Contract Services Administrator.
5. Service Contractor shall make all required repairs and/or replace all defective components listed above at no charge to the Owner. No additional charges will be accepted during the term of this Agreement without City's approval. This includes any needed parts and/or technical services.
6. Service Contractor shall provide prompt service in the event of improper functioning of escalator Twenty-Four (24) hours per day, Seven (7) days per week. Call backs performed during regular service hours as described below, shall be performed at "NO CHARGE" to the Owner.
 - a. In the event of an emergency call where actual or imminent physical or psychological damage to the user of the elevator, Service Contractor shall respond within Twenty (20) minutes of placement of the call by the Owner.
 - b. In the event of non-emergency calls, Service Contractor shall provide service within Two (2) hours of placement of the call by the Owner. Upon approval by the Service Contract Administrator, additional time may be allowed.
 - c. Call backs for which the elevator or escalator is running upon arrival of the Service Contractor, and for which the Service Contractor is unable to determine a cause of failure shall be at "NO CHARGE" to the Owner.



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.

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

Certificates of Insurance – General - Within ten (10) calendar days from 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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MEDICAL EXP (Each person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability					PERSONAL AND ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - CUMULOP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>			AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OCCUR					
	<input type="checkbox"/> CLAIMS-MADE					
	DED					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/>			E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project Name: _____
 Project Number: _____
 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 Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P. O. Box 1827 Mobile, Alabama 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

EXHIBIT 3

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

City of Mobile Business License No.: _____

for the following PROJECT: **Service Contract - Escalator Inspections and Preventative Maintenance**

PROJECT NUMBER: **SC-029-19**

PROJECT LOCATION: **Mobile Civic Center
401 Civic Center Drive, Mobile, AL 36602**

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

ARTICLE 1. Statement of Work to be Performed:

1.1 Work to be performed by the Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools and equipment necessary to perform quarterly inspections and preventative maintenance for the Escalator at the Mobile Civic Center, 401 Civic Center Drive, Mobile, AL 36602, as listed in Exhibit A – Scope of Work, and in accordance with the terms of this Contract. The Contract shall extend for one (1) year from date of written Notice to Proceed from Owner.

Service Contractor shall make all required repairs and/or replace all defective components listed above at no charge to the Owner. No additional charges will be accepted during the term of this Agreement without City's approval. This includes any needed parts and/or technical services.

ARTICLE 2. Term of Contract:

2.1 The Term of the Contract is for a period of one (1) year commencing on the date of the written Notice to Proceed issued by the City.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the Term of the Contract, subject to additions and deductions provided therein, in current funds, the sum as follows:

TOTAL CONTRACT SUM:

Dollar & 00/100 cents (\$_____ .00)
(Amount in Words) (Amount in #'s)

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

July 2019	\$ _____ .00
October 2019	\$ _____ .00
January 2020	\$ _____ .00
April 2020	\$ _____ .00
Total	\$ _____ .00

Hourly Rates for work performed outside the basic scope of services (Base Quote), the following total rates shall apply.

- A. Regular time: Rate \$ _____ per hour.
(7a.m. to 5p.m., Monday-Friday)
- B. Overtime Rate \$ _____ per hour.
(5p.m. to 7a.m., Monday-Friday and weekends)
- C. Holiday Overtime Rate \$ _____ per hour.
(City Approved Holidays);
- D. Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

ARTICLE 4. Payments:

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

- A. Payments will be made quarterly for completed work as specified.
- B. Original invoices shall be submitted to the Service Contract Administrator for review and approval.
- C. Payments shall be made in accordance with the approved Schedule of Values listed in the Agreement.
- D. Inspections reports will be submitted to the Service Contract Administrator along with any discrepancies listed and corrective actions required before payments will be released.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

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

ARTICLE 6. Contract Documents:

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

1. Request for Quotes, dated April 24, 2019
2. Exhibit A, Scope of Work, dated April 24, 2019
3. Quote, dated _____, 2019
4. Addendum _____, dated _____
5. This Instrument (Agreement)
6. E-Verify Documentation
7. Certificate of Liability Insurance with Endorsements

ARTICLE 7. Insurance:

7.1 Required coverage:

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

- A. Comprehensive General Liability (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.
 1. Bodily injury liability:
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
 2. Property damage liability - \$1,000,000 each occurrence.
 3. Or, in lieu of (1) and (2) above:
 - Bodily injury and property damage combined –\$1,000,000 per occurrence
 4. General Aggregate limit shall apply on a “Per Project” Basis.

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

- C. Excess/Umbrella Liability insurance
 1. \$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 Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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

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

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

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

ARTICLE 8. Miscellaneous Provisions

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

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all

attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary licenses, permits, inspections, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, as required, shall be obtained by the Service Contractor at no cost.

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

8.7 Anti-discrimination:

Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

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

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

ARTICLE 9. Signature:

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

OWNER:
City of Mobile

SERVICE CONTRACTOR:

Signature

Williams S. Stimpson
Mayor, City of Mobile

Signature

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

Brad Christensen, Director
Real Estate Asset Management

ATTEST:

Signature

Printed Name and Title

END OF SECTION

EXHIBIT A

SCOPE OF WORK

April 24, 2019

Work to be performed by the Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools and equipment necessary to perform quarterly inspections and preventative maintenance for the Escalator at the Mobile Civic Center, 401 Civic Center Drive, Mobile, AL 36602, in accordance with the terms of this Contract. The Contract shall extend for One (1) year from date of written Notice to Proceed from Owner.

1. Coordinate work schedule with Owner's representative.
2. Check the general operation of the escalator. Adjust and lubricate the components, including, but not limited to, the items listed below:
 - a. All control system components. All drive machine components. Drain and flush the gear case as needed to remove sediment and grit. Refill with new oil.
 - b. All control wiring and all power wiring from the equipment input terminals to the motor. All handrail and all handrail drive components.
 - c. Missing step detector, handrail speed detector, handrail inlet switches, step up thrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.
 - d. All step chains, guidances and alignment components and demarcation lights. Balustrades and decks shall be examined and aligned, adjusted and fastened as needed.
3. No additional charges will be accepted during the term of this Agreement without City's approval. This includes any need parts and/or technical services.
4. The inspections and preventative maintenance work is to be performed on a quarterly basis during the term of this Agreement in coordination with the Contract Services Administrator.
5. Service Contractor shall make all required repairs and/or replace all defective components listed above at no charge to the Owner. No additional charges will be accepted during the term of this Agreement without City's approval. This includes any needed parts and/or technical services.
6. Service Contractor shall provide prompt service in the event of improper functioning of escalator Twenty-Four (24) hours per day, Seven (7) days per week. Call backs performed during regular service hours as described below, shall be performed at "NO CHARGE" to the Owner.
 - a. In the event of an emergency call where actual or imminent physical or psychological damage to the user of the elevator, Service Contractor shall respond within Twenty (20) minutes of placement of the call by the Owner.
 - b. In the event of non-emergency calls, Service Contractor shall provide service within Two (2) hours of placement of the call by the Owner. Upon approval by the Service Contract Administrator, additional time may be allowed.
 - c. Call backs for which the elevator or escalator is running upon arrival of the Service Contractor, and for which the Service Contractor is unable to determine a cause of failure shall be at "NO CHARGE" to the Owner.