

# MOBILE COUNTY COMMISSION

COUNTY COMMISSIONERS  
RANDALL DUEITT, PRESIDENT  
MERCERIA LUGOOD, COMMISSIONER  
CONNIE HUDSON, COMMISSIONER  
TELEPHONE (251) 574-5077



ADMINISTRATION  
EDDIE KERR  
INTERIM COUNTY ADMINISTRATOR  
TELEPHONE (251) 574-5073  
FAX (251) 574-5080

March 14, 2024

To All Vendors:

**Re: Bid #13-24 Maintenance and Repairs for The Tanner Williams Park Splashpad  
Located at 12855 Old Tanner Williams Road Wilmer, Al 36587.**

In conjunction with the bid package a copy of the manuals for the various parts that are used for the splashpad is available by request. To receive a copy of the manuals you may email Ozzie Elortegui at [ozzie.elortegui@mobilecountyal.gov](mailto:ozzie.elortegui@mobilecountyal.gov).

Respectfully,

A handwritten signature in blue ink that reads "Val Rogers".

Natalie "Val" Rogers  
Buyer III  
Mobile County Commission  
South Tower, 7th Floor  
205 Government Street  
Mobile, Alabama 36644  
251 574-5085  
[Val.rogers@mobilecountyal.gov](mailto:Val.rogers@mobilecountyal.gov)



**MOBILE COUNTY COMMISSION**

205 Government Street 8<sup>TH</sup> FL South  
Mobile, Alabama 36644

BID INVITATION

BID NO. 13-24

MARCH 13, 2024

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items:

**MAINTENANCE AND REPAIRS FOR THE TANNER WILLIAMS PARK SPLASHPAD LOCATED AT 12855 OLD TANNER WILLIAMS ROAD WILMER, AL 36587 AS PER ATTACHED SPECIFICATIONS:**

**NOTE: PRICES MUST REMAIN FIRM FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2027.**

Any questions or comments concerning the bid requirements must be brought to the attention of Susan Holland, Purchasing Agent, 205 Government Street, 8<sup>th</sup> FL South, Mobile, Alabama 36644, [susan.holland@mobilecountyal.gov](mailto:susan.holland@mobilecountyal.gov) prior to the bid opening or will be forever waived.

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding \$30,000.00: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, or postal money order, etc.

Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall furnish proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at [www.mobilecountyal.gov](http://www.mobilecountyal.gov).

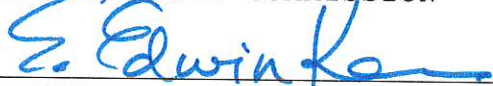
**THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION, OR DISABILITIES.**

F.O.B. Mobile DATE OF DELIVERY \_\_\_\_\_ TERMS \_\_\_\_\_ You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. APRIL 10 \_\_\_\_\_, 2024.

**ALL BIDS MUST BE SEALED, "BID NUMBER, COMPANY'S NAME, AND NAME OF THE BID ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE." THE BIDDER WILL RETURN THE ENTIRE BID PACKAGE. BIDS MUST BE DELIVERED TO THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR SOUTH TOWER OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

MOBILE COUNTY COMMISSION



E. EDWIN KERR, INTERIM COUNTY ADMINISTRATOR

We propose to meet the above specifications for the sum of

\$see attached list.

Delivery can be made in \_\_\_\_\_ days from receipt of order.

RESPECTFULLY

BY \_\_\_\_\_



**IMPORTANT  
THIS DOCUMENT MUST BE COMPLETED,  
SIGNED AND RETURNED WITH YOUR BID**

As a condition for the award of a competitively bid contract to a company having one or more employees in the State of Alabama, the Beason-Hammon Alabama Taxpayer Citizenship and Protection Act, codified at Section 31-13-1, et seq., Code of Alabama (1975), as amended, requires that the company provide, in advance, proof of enrollment in E-Verify. E-Verify is an internet based system operated by the U.S. Department of Homeland Security, which may be used to determine the eligibility of new hires to work in the United States. Further information about enrollment in E-Verify may be found at [www.uscis.gov/everify](http://www.uscis.gov/everify) and [www.Verify.Alabama.gov](http://www.Verify.Alabama.gov).

As proof of enrollment in E-Verify, Mobile County requires a copy of the electronically signed signature page of the contractor's Memorandum of Understanding with the U.S. Department of Homeland Security or Alabama Department of Homeland Security (contractors having fewer than 25 employees may enroll in E-Verify through the state Department of Homeland Security).

Please complete the following and return with your bid:

\_\_\_\_\_ (company name) has no employees in the State of Alabama

Or

\_\_\_\_\_ (company name) is enrolled in E-Verify and a copy of the electronically signed signature page of the company's Memorandum of Understanding is attached.

Date

Signature

Title

SAMPLE

# E-Verify



Company ID Number: 477783

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<b>Employer Mobile County Commission</b>	
<b>Connie Hudson</b>	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	12/21/2011
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	12/21/2011
Signature	Date
<b>SAMPLE DOCUMENT</b>	
Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Mobile County Commission
Company Facility Address:	205 Government Street
	8th Floor South Tower
	Mobile, AL 36644
Company Alternate Address:	
County or Parish:	MOBILE
Employer Identification Number:	836001644

## Bid Documents

**PROJECT NAME:** SERVICE CONTRACT – SPLASHPAD MAINTENANCE AND REPAIRS

**PROJECT LOCATION:** TANNER WILLIAMS PARK  
12855 OLD TANNER WILLIAMS ROAD  
WILMER, AL 36587

**BID NUMBER:** BID NO. 13-24

### **TERM OF AGREEMENT:**

1. Term of this Agreement shall commence on the date of written Notice to Proceed, issued by the County and ending on October 31, 2027.

### **COMPENSATION:**

1. Monthly Fee: The Service Contractor agrees to charge, and the County agrees to pay the monthly fee as determined by the agreed amount pricing as present on the Bid Form for the term of the contract, for the required monthly services. Service Contractor shall bill monthly, during the season, for services rendered the preceding month. All invoices submitted shall consist of an original and clearly reference the Bid Number and a sufficient description to identify services for which payment is requested.
2. Present Billing Rates: Any work not covered by the Scope of Work of the contract shall be billed at the Service Contractor's Additional Rates as described in the Bid Form, all additional services will be invoiced separately from the monthly invoice.
3. Special and Emergency Event Services: At the request of the Mobile County Commission's Service Contract Administrator, Special Event Services and Emergency Event Services will be invoiced per the Additional Rates as described in the attached Bid Form. All Invoices for special and emergency services shall include the following attachments: Synopsis of hours worked, list of employees' names (last names only), Name and Date(s) of event, Location, and attached email authorization. No claim for Work furnished by the Service Contractor not specifically provided for herein shall be paid by Mobile County Commission.

### **INQUIRIES:**

1. Questions regarding this project should be directed to the Service Contract Administrator at [april.holifield@mobilecountyal.gov](mailto:april.holifield@mobilecountyal.gov) no later than Three (3) business days prior to the bid opening. Responses to questions may be handled as an addendum if the response provides clarification to the requirements of the bid. All such addenda shall become part of the contract documents.

### **FAMILIARITY WITH THE WORK**

1. The Service Contractor, by submitting a bid, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The County will not be responsible for any misunderstanding of the work to be furnished or completed, or any of the conditions surrounding the performance thereof. It is understood that execution of the Agreement by the Service Contractor serves as the stated commitment to fulfill all requirements and conditions referred to in this Agreement.

**MANDATORY PRE-BID CONFERENCE AND SITE VISIT**

1. All prospective bidders shall have a representative present at a **MANDATORY** Pre-bid Conference that will be held on **Wednesday, April 3, 2024, at 10:00am**, on site at the Tanner Williams Park Splashpad, 12855 Old Tanner Williams Road, Wilmer, AL 36587. Any Service Contractors not having a representative at this meeting will be disqualified from bidding on this project.

**INSURANCE REQUIREMENTS**

1. Service Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Service Contractor and the Mobile County Commission (MCC) at limits and coverages specified herein. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to protect the Service Contractor fully and adequately. If requested by MCC, Service Contractor will provide copies of policies within 10 days of request.
2. All insurance shall be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A- VII and must be acceptable to MCC. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to MCC for prior approval.

**NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY MCC.**

**a. Worker's Compensation and Employers Liability**

Part One:	Statutory Benefits as required by the State of Alabama	
Part Two:	Employers Liability	\$1,000,000 Each Accident
		\$1,000,000 Each Employee
		\$1,000,000 Policy Limit

Policy shall contain a Waiver of Subrogation Endorsement in favor of MCC.

**b. Commercial General Liability**

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Aggregate Limit applies per Project.

Coverage to include:

- Premises and operations
- Personal Injury and Advertising Injury
- Products/Completed Operations
- Independent Contractors
- Contractual Liability
- Explosion, Collapse and Underground hazards
- Excess/Umbrella Liability

The Commercial General Liability policy shall name MCC as Additional Insured for claims arising out of the Service Contractors and/or any Subcontractors' work. The ISO Forms CG 20 07 04 and CG 20 37007 04 or a comparable form that is no longer restrictive shall be required. The additional Insured form MUST include the current Operations and Products/Completed Operations of each contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

Aggregate limits to be on a "per project" basis.

**c. Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$1,000,000 for each accident. The policy shall name MCC as Additional Insured.

**d. Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by MCC, **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide Thirty (30) days prior written notice of cancellation to the MCC. **A sample Certificate of Insurance is attached, see Exhibit C.**

**CANCELLATION PROCEDURE**

1. The Service Contractor shall be notified in writing of any problems pertaining to the performance of the services. This notification will be written by the County's Service Contract Administrator as specified in the Agreement. A follow-up letter will come from the Director of Facilities and Maintenance. If no satisfactory corrections are made by the Service Contractor within Ten (10) working days, Mobile County Commission may, at its discretion, cancel the Agreement immediately. If terminated, the Service Contractor will be removed from the bid list. Cancellation procedures will be strictly enforced.
2. The Service Contractor and/or the County may cancel the contract by giving written notice of such, no less than Thirty (30) calendar days, notice of intent to cancel the contract. If the Service Contractor initiates the cancellation, the Service Contractor must also forfeit Fifty Percent (50%) of the charge for service for their last complete month of service. In the event of cancellation by either party, proration of the custodial charge will be based on a Thirty (30) day month.

**MISCELLANEOUS PROVISIONS**

1. Indemnify: To the fullest extent permitted by law, the Service Contractor shall indemnify and hold harmless the County, and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Work.
2. Subcontractors: The Service Contractor shall not employ Subcontractors without the express written permission of the County.
3. Uniforms: Service Contractor's employees are required to wear a uniform or some type of garment that will identify employees working for the company while on the premises.

4. **Conduct:** The Service Contractor shall require employees to comply with all instructions pertaining to conduct and building regulations issued by Service Contract Administrator and Court Police Officers, if applicable. The Service Contractor shall prohibit their employees from the following: disturbing papers on desks; opening desk drawers; opening file drawers or on any furniture; using telephones or office equipment; stealing/taking County property or personal property; using illegal drugs, alcohol, or other prohibited substances; being under the influence of illegal drugs or alcohol while on County property; carrying or using guns, knives, or other dangerous weapons; and/or unplugging computers or other equipment. Due to the security nature of the Tanner Williams Park Splashpad, Service Contractor's employees shall be issued County issued identification security cards, if applicable. The County shall reserve the right to have any Service Contractor's personnel removed, relocated, and/or barred from access to the Tanner Williams Park Splashpad at any time. Service Contractor shall replace the employee immediately upon notification by the Service Contract Administrator. The Service Contractor's personnel shall immediately return the County issued identification security card, if applicable.
5. **Qualifications of Employees:** A fully qualified, and trained for their specific duties, workforce shall be on board by the end of the first Thirty (30) days of the contract and shall be maintained throughout the period of the contract.
6. All employees assigned by the Service Contractor to perform the work under this contract shall be physically able to do their assigned work and shall be in good health. It shall be the Service Contractor's responsibility to ensure that all employees meet the physical standards needed to perform the work assigned. All personnel employed by the Service Contractor shall be trained and experienced, qualified in this type of work, fully aware of their responsibilities and duties.
7. **Supervision of Employees:** Service Contractor shall at all times provide adequate on-site supervision (minimum of One (1) supervisor/leader per shift) of employees to ensure complete and satisfactory performance of all work in accordance with the Agreement. The Service Contractor's site supervisor shall be available on-site at all times when the work is being performed. The Service Contractor's supervisors shall be fully and adequately trained, with a minimum of Two (2) years of experience in splashpad maintenance and repairs, sufficient in scope to meet the approval of the Service Contract Administrator.
8. **Contractor Qualifications:** Service Contractor must have been in business at least Five (5) consecutive years. Service Contractor shall provide references to recent splashpad maintenance and repairs experience in splashpads equivalent to approximately 707 sq. ft. Failure to provide evidence of at least Five (5) consecutive years in business or references will be cause to reject bid.



**BID FORM**

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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.

DATE: MARCH 13, 2024

TO: PURCHASING DEPARTMENT, MOBILE COUNTY COMMISSION  
205 GOVERNMENT BLVD.  
8<sup>TH</sup> FL. S. TOWER  
MOBILE, AL. 36644

RE: PROJECT NAME: SERVICE CONTRACT – SPLASHPAD MAINTENANCE  
AND REPAIRS

PROJECT LOCATION: TANNER WILLIAMS PARK  
12855 OLD TANNER WILLIAMS ROAD  
WILMER, AL 36587

BID NUMBER: BID NO. 13-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the Purchasing Department, Mobile County Commission and dated March 13, 2024 and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Purchasing 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: \_\_\_\_\_

BUSINESS LICENSE NUMBER: \_\_\_\_\_

The Bidder 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, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of the written Notice to Proceed, issued by the Mobile County Commission's Facilities Design & Construction Department. **The term of the Contract shall extend and will terminate on October 31, 2027.**

**BID:**

Location	Year 1 – Monthly, during the season	Year 1 – Annual	Year 2 – Monthly, during the season	Year 2 – Annual	Year 3 – Monthly, during the season	Year 3 – Annual	TOTAL
Tanner Williams Park Splashpad	\$	\$	\$	\$	\$	\$	\$

Year 1: \$ \_\_\_\_\_ .00  
 Year 2: \$ \_\_\_\_\_ .00  
 Year 3: \$ \_\_\_\_\_ .00  
 Contingency Allowance: \$ \_\_\_\_\_ 5,000.00  
 Total : \$ \_\_\_\_\_ .00

**Total Bid Amount (Year 1 + Year 2 + Year 3 + Contingency Allowance):** \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Amount in Words) (Amount in Numbers)

**The Total Bid Amount listed in words supersedes the amounts in numbers and anywhere else in this Bid Document.**

The Contingency Allowance of Five Thousand and 00/100 Dollars (\$5,000.00) is to cover any unforeseen circumstances and/or additional service requests during the term of this Agreement.

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

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):  
 Supervisor: Year 1 \$ \_\_\_\_\_ per hour, Year 2 \$ \_\_\_\_\_ per hour, Year 3 \$ \_\_\_\_\_ per hour.  
 Worker: Year 1 \$ \_\_\_\_\_ per hour, Year 2 \$ \_\_\_\_\_ per hour, Year 3 \$ \_\_\_\_\_ per hour.
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends):  
 Supervisor: Year 1 \$ \_\_\_\_\_ per hour, Year 2 \$ \_\_\_\_\_ per hour, Year 3 \$ \_\_\_\_\_ per hour.  
 Worker: Year 1 \$ \_\_\_\_\_ per hour, Year 2 \$ \_\_\_\_\_ per hour, Year 3 \$ \_\_\_\_\_ per hour.
- C. Overtime Holidays (Company Holidays):  
 Supervisor: Year 1 \$ \_\_\_\_\_ per hour, Year 2 \$ \_\_\_\_\_ per hour, Year 3 \$ \_\_\_\_\_ per hour.  
 Worker: Year 1 \$ \_\_\_\_\_ per hour, Year 2 \$ \_\_\_\_\_ per hour, Year 3 \$ \_\_\_\_\_ per hour.

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

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

**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 Mobile County Commission, in the amount of Five Percent (5%) of the total bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the Mobile County Commission 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 Mobile County Commission as liquidated damages as specified in the Contract Documents.

**An Irrevocable Letter of Credit (ILOC) from a bank MAY be supplied in lieu of the Bid Bond or Cashier's Check. A sample Irrevocable Letter of Credit is attached, see Exhibit D.**

**3. 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): \_\_\_\_\_

4. **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 the 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 it 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 prescribed form within Ten (10) calendar days of said notification.

**COMPANY NAME:**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
(Signature of Authorized Company Officer)

**COMPANY OFFICER:** \_\_\_\_\_  
Print Name

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_, \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

End of Section

## SCOPE OF WORK BID NO. 13-24

### **Scope of Services:**

Work to be performed by Service Contractor under this Agreement is an enhanced level of services to consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to repair and maintain the splashpad at the Tanner Williams Park located at 12855 Old Tanner Williams Road, Wilmer, AL 36587 in accordance with the following:

### **General Requirements:**

1. Coordinate all work with the Service Contract Administrator and give adequate advance notice. Regular workdays shall be Seven (7) days a week, beginning at 6:00am.
2. Service Contractor shall furnish adequate personnel to perform the specified work and shall allow sufficient time to properly do the work (i.e. Service Contractor must not cut work short if overtime pay is required to complete all tasks satisfactorily). This contract does NOT allow for overtime.
3. Work must be supervised to assure that all work is satisfactorily performed.
4. Service Contractor's employees must be carefully screened, trained, and supervised by Service Contractor.
5. When working, Service Contractor's employees shall be neat in appearance, always wear approved company uniform, and wear company approved identification on their persons, as well as the County issued identification security cards, if applicable. The County shall reserve the right to have any Service Contractor's personnel removed, relocated, and/or barred from access to the Tanner Williams Park Splashpad at any time. Service Contractor shall replace the employee immediately upon notification by the Service Contract Administrator. The Service Contractor's personnel shall immediately return the County issued identification card, if applicable.
6. Service Contractor's employees shall not use personal telephones, radios, televisions, or other electronic devices while on duty.
7. Service Contractor shall provide all equipment necessary to provide the work as described in this section.
8. Service Contractor shall provide all cleaning solutions and chemicals and must make sure that the supplies are available at all times during the term of this Agreement.
9. Whenever chemicals or cleaning solutions are required, apply them in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes. Service Contractor shall provide and keep updated copies of the Safety Data Sheets (SDS). All areas shall be properly and thoroughly prepared to receive chemicals and cleaning solutions.
10. Service Contractor's employees shall use all means necessary to protect Mobile County's property from damage caused by Service Contractor's equipment, materials, techniques, and personnel.
11. If Service Contractor causes damage to any of Mobile County's property in the course of its work, Service Contractor shall immediately notify the County and shall have all repairs or replacements made at no cost to Mobile County.
12. Service Contractor shall coordinate time, building access, and other conditions necessary for cleaning with the Service Contract Administrator.

13. Service Contractor shall coordinate scheduling and timing of services with the County's Service Contract Administrator and/or designated building representative(s). In the event of an unexpected downtime of greater than Six (6) hours, the Service Contractor shall notify the Service Contract Administrator within Two (2) hours of determination of the issue.
14. In the event of discrepancies, immediately notify the Service Contract Administrator. Do not proceed with maintenance and repairs until all discrepancies have been fully resolved.
15. All areas shall be serviced according to these specifications and at the time and frequencies designated.
16. No invoices shall be approved for payment if areas are not adequately serviced. The Service Contractor shall increase services to whatever degree may be found appropriate and subject to approval of authorized personnel. Follow-up shall be continued as long as the problem persists at no additional cost to the County.
17. In no circumstance is Service Contractor's personnel to move, touch, or disturb items without authorization.
18. Service Contractor shall confine operations at the site to areas permitted by the Service Contract Administrator, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
19. Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of Work, Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in this Agreement, Mobile County may do so, and Mobile County shall be entitled to reimbursement from the Service Contractor.
20. All work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile County Health Department Rules for the Construction, Maintenance, and Operation of Public Pools and Spas, October 20, 2005. All wastewater with oils, grease, etc. shall be properly contained and disposed of. It cannot be directed into the storm drains. Work to be performed shall:
  - a. Provide protection and construct services in ways that comply with all applicable environmental laws and regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - b. Comply with all Mobile County Commission, Mobile County Health Department, and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulation and Allowable Discharges.
  - c. Obtain any necessary permits that may be required due to discharges.
21. A full list of floors within the Tanner Williams Park Splashpad is attached, see **Exhibit A – Locations**.
22. A full list of Mobile County Commission's Holidays is attached, see **Exhibit B – County Holidays**.
23. A sample Certificate of Insurance is attached, see **Exhibit C – Certificate of Insurance**.
24. An Irrevocable Letter of Credit (ILOC) from a bank MAY be supplied in lieu of the Bid Bond or Cashier's Check. A sample Irrevocable Letter of Credit is attached, see **Exhibit D – Irrevocable Letter of Credit**.
25. Specific maintenance requirements are attached, see **Exhibit E – Specific Maintenance Requirements**.

26. During the term of the Agreement, the County may ask the Service Contractor for extra maintenance and repair services outside of the regular schedule as described in **Exhibit E – Specific Maintenance Requirements**. The Service Contractor shall provide a quote for the extra maintenance and repair services using the Unit Pricing for Labor and Parts Rates, Additional Services as described in the Agreement.
27. The County may also during the course of this Agreement request that the Service Contractor provide personnel to provide Special Events Services. The Service Contractor shall provide a quote for the services requested by the County using Unit Pricing for Labor and Parts Rates, Special Event Pricing as described in the Agreement.
28. The Service Contract Administrator shall meet with the Service Contractor on a regular basis to provide feedback on all services provided.
29. Service Contract Administrator shall be responsible for coordination of any existing warranty replacements.
30. All warranty documents received by the Service Contractor for new or replacement parts shall be submitted to the Service Contract Administrator.
31. Service Contractor shall be furnished with up to Two (2) sets of keys. Service Contractor shall not duplicate any keys, alter any locks, or install any new or additional locks or bolts on any of the premises without the prior written consent of the Service Contract Administrator. On termination of the Agreement, Service Contractor shall deliver keys to the Service Contract Administrator. If keys are lost, Service Contractor shall be responsible for replacing said key(s) and/or re-keying the lock(s).

*Remainder of Page Left Intentionally Blank*

## EXHIBIT A – LOCATION

TANNER WILLIAMS PARK  
12855 TANNER WILLIAMS ROAD  
WILMER, AL 36587

FLOOR	SQUARE FOOTAGE
Splashpad	707

\*\*Approximate Square Footage, Service Contractor to verify exact dimensions.

End of Section



## EXHIBIT B – COUNTY HOLIDAYS

HOLIDAY	NUMBER OF DAYS CLOSED
Columbus Day	1
Veteran's Day	1
Thanksgiving	2
Christmas	2
New Years	1
Dr. Martin Luther King, Jr. and Robert E. Lee's Birthdays	1
Mardi Gras	2
Memorial Day	1
Juneteenth	1
Independence Day	1
Labor Day	1

\*\*County holidays are subject to change. Service Contractor shall be notified of any additions, substitutions, or deletions. Additionally, in the case of unplanned closure of the Tanner Williams Park Splashpad, due to hurricanes, winter storms, etc., Service Contractor shall be notified as soon as possible.

End of Section

# EXHIBIT C – CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
MM/DD/YY

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).

<b>PRODUCER</b> Broker or Agent Name and Address	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
<b>INSURED</b> Company Name and Address	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER A : COMPANY NAME</td><td style="text-align: center;">12345</td></tr> <tr><td>INSURER B : COMPANY NAME</td><td style="text-align: center;">12345</td></tr> <tr><td>INSURER C : COMPANY NAME</td><td style="text-align: center;">12345</td></tr> <tr><td>INSURER D : COMPANY NAME</td><td style="text-align: center;">12345</td></tr> <tr><td>INSURER E : COMPANY NAME</td><td style="text-align: center;">12345</td></tr> <tr><td>INSURER F : COMPANY NAME</td><td style="text-align: center;">12345</td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : COMPANY NAME	12345	INSURER B : COMPANY NAME	12345	INSURER C : COMPANY NAME	12345	INSURER D : COMPANY NAME	12345	INSURER E : COMPANY NAME	12345	INSURER F : COMPANY NAME	12345
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INSURER D : COMPANY NAME	12345														
INSURER E : COMPANY NAME	12345														
INSURER F : COMPANY NAME	12345														

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			A123456789	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			12-3456789-00	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BOOILY INJURY (Per person) \$ BOOILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____			123456789	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	12345	MM/DD/YY	MM/DD/YY	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Fidelity Bond			ABC12345	MM/DD/YY	MM/DD/YY	50,000

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

Bid #XXX-XX, Annual Janitorial Services for (FACILITY NAME)

SAMPLE DOCUMENT

**CERTIFICATE HOLDER** **CANCELLATION**

Mobile County Commission 205 Government Street Mobile, AL 36602	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 <div style="text-align: center; font-family: cursive; font-size: 18px; margin-top: 10px;">Signature Here</div>
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## EXHIBIT D – IRREVOCABLE LETTER OF CREDIT

THIS LETTER IS TO BE PRINTED ON  
OFFICIAL BANK LETTERHEAD STATIONARY

CURRENT DATE

**SAMPLE  
DOCUMENT**

### IRREVOCABLE LETTER OF CREDIT

We hereby establish our irrevocable letter of credit in your favor for ACCOUNT NAME, in an amount not to exceed 5% OF BID AMOUNT. Which will remain available to (Company name) for use in conducting Business with the Mobile County Commission.

BANK NAME

BANK REPRESENTAVE SIGNATURE

NAME AND TITLE

End of Section

## EXHIBIT E – SPECIFIC REPAIR AND MAINTENANCE REQUIREMENTS

### A. Season

1. The season shall be described, generally, from May through September of each year. Owner will coordinate with Service Contractor on the exact dates to open and close the splashpad.

### B. Start-Up/De-Winterizing

1. Service Contractor to perform the start-up of the splashpad per the manufacturer's recommendations no later than Seven (7) days prior to the official opening of the splashpad, as directed by the Owner.

### C. Daily

1. Inspect chemical containers and fill with the appropriate chemicals, as needed.
2. Inspect recirculation pump for any damage and remove any debris, as needed.
3. Inspect pressure gauge and backwash filter per manufacturer's specifications, see attached **Exhibit F – Manufacturer's Specifications**.
4. Remove any debris from the backwash filter per manufacturer's specifications, see attached **Exhibit F – Manufacturer's Specifications**.
5. Inspect volume gauge to verify proper cleaning levels and proceed with cleaning as required per manufacturer's specifications, see attached **Exhibit F – Manufacturer's Specifications**.
6. Remove any debris from the splashpad drain gates per manufacturer's specifications, as needed, see attached **Exhibit F – Manufacturer's Specifications**.
7. Remove any debris from the splashpad area, as needed.

### D. Weekly

1. Inspect and verify that the water is flowing from the freshwater spout to tank and the shut off float is fully operational.
2. Inspect all splashpad feature nozzles during operation and test for any blockage. If a blockage is discovered, remove nozzle, and flush any debris per manufacturer's specifications, see attached **Exhibit F – Manufacturer's Specifications**.

### E. Monthly

1. Inspect and verify motor amperage on both pump motors to confirm amperage is within manufacturer's specifications, see attached **Exhibit F – Manufacturer's Specifications**.
2. Close all ball valves on chemical controllers and clean per manufacturer's specifications, see attached **Exhibit F – Manufacturer's Specifications**.

### F. Wintering/Off-Season Shut Down (or as needed)

1. Winterize and Shut Down the Splashpad to protect all equipment during the Off Season and to prevent freezing damage per manufacturer's specifications, see attached **Exhibit F - Manufacturer's Specifications**.
2. Secure and store all chemicals during the Off-Season in coordination with the Mobile County Commission.

3. Inspect the entire splashpad, pumping area, water features, drains, surrounding fences, and grounds for any damage. Service Contractor to provide a written description of any repairs to be completed before the opening of the splashpad each Spring.
4. Service Contractor to perform the winterizing/shut down of the splashpad per manufacturer's recommendations no later than Seven (7) days after the official closing of the splashpad, as directed by the Owner.

G. Training

1. During the course of this Agreement, the Service Contractor will provide a minimum of Eight (8) hours of training for at least Six (6) Mobile County personnel on the Daily, Weekly, and Monthly Maintenance procedures per the manufacturer's specifications and the Winterizing/Off-Season Shut Down and Reopening Protocols, see attached **Exhibit F – Manufacturer's Specifications.**



**EXHIBIT F – MANUFACTURER’S SPECIFICATIONS**