

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:
 P. O. Box 1948
 Mobile, Alabama 36633
 (251) 208-7434

**Purchasing Department
 and Package Delivery:**
 Government Plaza
 4th Floor, Room S-408
 205 Government St
 Mobile, Alabama 36644

**READ TERMS AND CONDITIONS
 ON REVERSE SIDE OF THIS PAGE
 BEFORE BIDDING**

Typed by: sd

Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE 05/12/2022	BID NO. 5685	DEPARTMENT PUBLIC WORKS	Commodities to be delivered F.O.B. Mobile to: As Directed
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This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, June 7, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">HERBICIDE TREATMENT OF BATES FIELD LANDFILL AND DRAINAGE CHANNELS</p> <p>The City of Mobile is seeking bids on City of Mobile as per the following and attached specifications.</p> <p>Vendors shall provide the full cost of a complete Herbicide Treatment as specified below.</p> <p>The City defines Herbicide Treatment as an application to remove undesirable weeds and to encourage the establishment of desirable low growing vegetation, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the spraying based upon weather conditions.</p> <p>The City's desire is to have all areas treated (1 cycle) once in June and once starting in the third week of August and to be completed by the end of the third week of September, unless the City notifies the contractor otherwise.</p> <p>There is no guarantee on the number of cycles to be completed.</p> <p>Since weather has a significant impact on growth, optimum cycle times will be determined by the City of Mobile.</p>					
	Page 1 of 5		TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
 IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 2 of 5</p> <p>In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed spraying cycles to explain any variances in spraying cycle times; payment shall not be made for a missed operation.</p> <p>If a contractor is unable to fulfill obligations of the contract on any of their awarded areas, all of the areas awarded to them will be terminated. The City is the sole determiner of whether the vendor is operating at the capacity required.</p> <p>This bid will be awarded on a group basis.</p> <p>At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional years (Spraying Seasons). If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the Herbicide Treatment awards for a second or third year.</p> <p>The City is interested in starting the Herbicide program in June, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:</p> <ul style="list-style-type: none"> -Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. -Their City of Mobile Business License Number. -Their registration with the E-Verify Program, Federal and State. -Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification. 					
			TOTAL			

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BID CONTINUATION SHEET

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION		
			Dollars	Cents	Dollars	Cents	
	<p align="center">Page 3 of 5</p> <p>The following is required and must be filled in:</p> <p>Registration Number with Secretary of State Office _____</p> <p>City of Mobile Business License Number _____</p> <p>E-Verify Enrollment Number _____</p> <p>Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES _____ NO _____</p> <p>Contractors who bid must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.</p> <p>City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.</p> <p>Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of the Service Contract is included in this bid package. This Contract does not need to be signed or returned with this Bid.</p> <p>If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.</p> <p>The City has the right to tell the contractor when to begin a Herbicide application. The City has the right to tell a Vendor when not to execute an application due to dry weather/drought, slowing of the growing season or funding.</p> <p>City of Mobile provides a link to maps of the ditches and landfill.</p> <p>City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until cycle is completed and inspected.</p> <p>Inspection to take place no earlier than 21 days after completion. Invoice may be issued after completion, however, no payment will be made until completion of inspection.</p>						
			TOTAL				

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QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 4 of 5</p> <p>When a Vendor submits their bill for a completed cycle, Vendor shall also include the following:</p> <p style="padding-left: 40px;">The Daily Pesticide/Herbicide Application sheet for each of the ditches in the bill being submitted. (see attached)</p> <p>A bid bond is not required.</p> <p>All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 PM, Tuesday, June 7, 2022.</u></p> <p>Any bids delivered after <u>12:01 PM</u> will be returned unopened.</p> <p>It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the <u>12:01 PM, Tuesday, June 7, 2022,</u> date for the bid.</p> <p>Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.</p> <p>Pricing for this bid to be good for the current season to <u>September 30, 2022.</u></p> <p>For questions about this bid submit your questions by e-mail to purchasing@cityofmobile.org.</p> <p>Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.</p>					
			TOTAL			

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QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p style="text-align: center;">Page 5 of 5</p> <p>Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under <u>BID #5685</u>.</p> <p>It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications</p> <p>This is a sealed bid; your response must be in a sealed envelope that has the <u>BID #5685</u> on the outside and/or the date and time of the bid opening: <u>12:01 PM, Tuesday, June 7, 2022.</u></p> <p>Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.</p> <p>The City reserves the right to award some, all, or none of the bids received on this bid.</p> <p>This bid is being awarded for one (1) year period (Spraying Season). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional years (Spraying Seasons). If extended, the terms, conditions, and <u>pricing shall not change</u>. The City reserves the right to extend all or none of the Herbicide awards for a second or third year.</p> <p>TO BE AWARDED ON AN ITEM OR GROUP BASIS.</p>					
			TOTAL			

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By _____

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MAPS OF EACH DRAINAGE CHANNEL/AREA ARE VIEWABLE AT THE FOLLOWING LINK:

Click on following or paste to your computer search

<https://maps.cityofmobile.org/bids/5685/HerbicideSprayContract2022.pdf>

[Herbicide Treatment Drainage Channels](#)

[Herbicide Treatment of Bates Field Landfill](#)

The Links/Addresses will be operational on May 12, 2022.

PRICING

Price to do one (1) year of all City drainage ditches and detention basins.

\$ _____

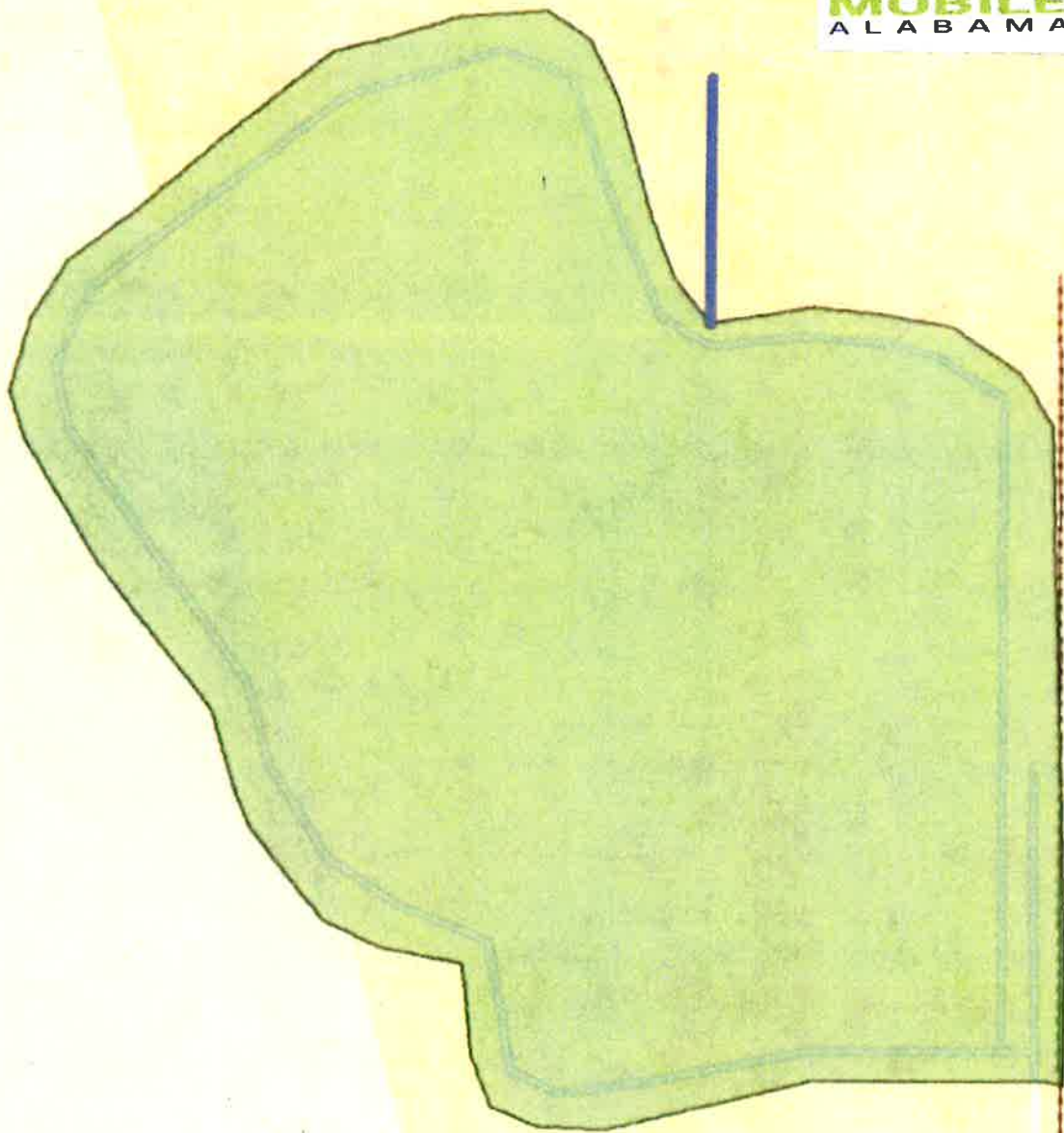
Price to do one (1) spraying of Bates Field Landfill.

\$ _____

DETENTION PONDS TO BE SPRAYED

S Detention Pond 1	Commerce BLVD E	
Three Mile Extension	Nell ST	
Three Mile Extension	Cox ST	
Three Mile	Zeigler BLVD / CIR. E	Cody RD N
NW Dentention Pond 5	164 3rd AVE	
NW Dentention Pond 6	184 4th AVE	
NW Dentention Pond 7	315 Siena Vista ST	

BATES LANDFILL



DE LORME
Data use subject to license
© DeLorme XMap® 6.2 GIS Editor
www.delorme.com

★
MN (14" W)



Herbicide_Spray_Contract_List

<u>NAME</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
NW 3	1701 W I65 SVC RD N RUNS S BEHIND AL DOT	2
E 170	1958 CARDINAL W TO 1209 BELLE COUR E	37
E 171	1958 CARDINAL W TO 1209 BELLE COUR E	37
E 172	1958 CARDINAL W TO 1209 BELLE COUR E	37
E 7	AL HWY DEPT W SIDE UNION ST & 1519 UNION ST	2
SW 227	BEH 3746 HALLS MILL & 1733 INDUSTRIAL PARK DR	45
E 181	BEHIND 1551 CARDINAL W TO BESIDE 1650 RAVEN	37
E 60	BEHIND 1757 RAVEN	37
E 60	BEHIND 1950 CARDINAL W INTO TREE LINE	37
S 54	BEHIND 2501 AVE G	41
SW 80	BEHIND 3726 & 3742 HALLS MILL RD	45
E 177	BIRDVIEW S SIDE CARDINAL E BTWN 1951	37
E 182	BIRDVIEW W SIDE RAVEN_BEHIND RESIDENCE	37
E 185	BIRDVIEW_E SIDE JAY	37
E 188	BIRDVIEW_E SIDE SUMMER BEHIND RESIDENCE	38
E 189	BIRDVIEW_E SIDE SUMMER BEHIND RESIDENCE	38
E 190	BIRDVIEW_E SIDE SUMMER BEHIND RESIDENCE	38
E 289	BIRDVIEW_E SIDE SUMMER BEHIND RESIDENCE	38
E 290	BIRDVIEW_E SIDE SUMMER BEHIND RESIDENCE	38
E 187	BIRDVIEW_S SIDE RAVEN_BEHIND 1461 RAVEN	37
E 186	BIRDVIEW_S SIDE RAVEN_BEHIND RESIDENCES	37
SW 203	BOLTON BRANCH BTWN AZALEA & DAVIDSON SCHOOL	24
SW 203	BOLTON BRANCH BTWN AZALEA & DAVIDSON SCHOOL	33
SW 204	BOLTON BRANCH BTWN DAVIDSON SCHL DR & MONTLIMAR	24
SW 204	BOLTON BRANCH BTWN DAVIDSON SCHL DR & MONTLIMAR	33
SW 205	BOLTON BRANCH BTWN MONTLIMAR & DOG RIVER	33
SW 205	BOLTON BRANCH BTWN MONTLIMAR & DOG RIVER	34
E 276	BOLTONS BRANCH - BEHIND 2464 & 2514 MCLAUGHLIN DR	36
E 276	BOLTONS BRANCH - BEHIND 2464 & 2514 MCLAUGHLIN DR	40
E 274	BOLTONS BRANCH - W SIDE 3110 HALLS MILL	40
E 275	BOLTONS BRANCH - W SIDE 3110 HALLS MILL	40
E 126	BOLTONS BRANCH BEHIND 2550 & 2614 FLEETWOOD N	40
E 273	BOLTONS BRANCH BEHIND 3200 & 3206 HALLS MILL RD	40
E 134	BOLTONS BRANCH E - 965 DELMAR & 970 SHADY BROOK	34
E 136	BOLTONS BRANCH E - 967 KENNY & 3004 GOVT SERV RD	35
E 132	BOLTONS BRANCH E - E I-65 SERV & 964 DELMAR	34
E 133	BOLTONS BRANCH E - E SIDE 3245 PLEAS VALLEY	34
E 137	BOLTONS BRANCH E - S SIDE GOVT TO HALLS MILL	35
E 138	BOLTONS BRANCH E - S SIDE HALLS MILL TO MCVAY	36
E 282	BOLTONS BRANCH E_967 KENNY & 3004 GOVT SERV RD	35
E 320	BOLTONS BRANCH E_967 KENNY & 3004 GOVT SERV RD	35
E 279	BOLTONS BRANCH E_E I-65 SERV & 964 DELMAR	34
E 280	BOLTONS BRANCH E_E I-65 SERV & 964 DELMAR	34
E 284	BOLTONS BRANCH E_S SIDE GOVT TO HALLS MILL	35
E 284	BOLTONS BRANCH E_S SIDE GOVT TO HALLS MILL	36
E 281	BOLTONS BRANCH E969 SHADY BROOK & 966 KENNY	34
E 281	BOLTONS BRANCH E969 SHADY BROOK & 966 KENNY	35
E 131	BOLTONS BRANCH N SIDE 1250 SATCHEL PAIGE DR	39
E 131	BOLTONS BRANCH N SIDE 1250 SATCHEL PAIGE DR	35
E 124	BOLTONS BRANCH S SIDE HANK AARON STADIUM	40
E 129	BOLTONS BRANCH S SIDE MCVAY TO NAVCO	36

Herbicide_Spray_Contract_List

E 128	BOLTONS BRANCH W SIDE 2517 MCLAUGHLIN	40
E 125	BOLTONS BRANCH W SIDE OF 3110 HALLS MILL	35
E 125	BOLTONS BRANCH W SIDE OF 3110 HALLS MILL	40
E 321	BOLTONS BRANCH_N SIDE 1250 SATCHEL PAIGE DR	39
E 322	BOLTONS BRANCH_N SIDE 1250 SATCHEL PAIGE DR	39
E 323	BOLTONS BRANCH_N SIDE 1250 SATCHEL PAIGE DR	39
SW 7	BTWN 1010 & 1050 WESLEY AVE	23
NW 82	BTWN 7363 AND 7349 TENTH ST	19
NW 71	BTWN AARON DR S & WARRINGWOOD BEHIND HOMES	18
NW 71	BTWN AARON DR S & WARRINGWOOD BEHIND HOMES	19
NW 73	BTWN FOUTAINE AND AARON DR W BEHIND HOMES	19
SW 201	BTWN MONTLIMAR_958 & MONTLIMAR_1020	25
S 43	BTWN STEWART & DUNAWAY_ S OF STEWART PARK	50
SW 139	CRESTVIEW PARK	44
SW 139	CRESTVIEW PARK	47
SW 6	DETENTION POND_BTWN MCNEILL AVE & WESLEY AVE	23
E 139	DITCH BTWN OLD SHELL AND DAUPHIN AT RR TRACKS	13
E 140	DITCH BTWN OLD SHELL AND DAUPHIN AT RR TRACKS	13
E 141	DITCH BTWN OLD SHELL AND DAUPHIN AT RR TRACKS	13
E 142	DITCH BTWN OLD SHELL AND DAUPHIN AT RR TRACKS	13
E 143	DITCH BTWN OLD SHELL AND DAUPHIN AT RR TRACKS	13
S 55	DITCH S OF AVENUE N AND W OF MICHIGAN AVE	41
S 56	DITCH S OF FIRST ST	41
SW 238	DOG RIVER BTWN AIRPORT & MICHAEL	25
SW 238	DOG RIVER BTWN AIRPORT & MICHAEL	34
SW 239	DOG RIVER BTWN AIRPORT & MICHAEL	25
NW 114	DOG RIVER BTWN DAUPHIN & AIRPORT	15
NW 115	DOG RIVER BTWN DAUPHIN & AIRPORT	15
NW 115	DOG RIVER BTWN DAUPHIN & AIRPORT	25
NW 116	DOG RIVER BTWN DAUPHIN & AIRPORT	25
SW 92	DOG RIVER BTWN MICHAEL & PLEASANT VALLEY	34
SW 92	DOG RIVER BTWN PLEASANT VALLEY & COTTAGE HILL	34
S 24	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
S 22	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
S 23	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
S 25	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
S 26	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
S 27	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
E DETENTION POND 1	E DETENTION POND 1	10
E DETENTION POND 2	E DETENTION POND 2	30
E DETENTION POND 3	E DETENTION POND 3	30
E 238	E END OF NALL ST AT THREE MILE CREEK	10
E 202	E I65 SVC RD - S OF BLTLINE PK DR S	2
S 22	E SIDE COLEY_N OF OGBURN	49
S 22	E SIDE COLEY_S OF OGBURN	49
S 50	E SIDE DIP - N OF HANNON	50
E 176	E SIDE EAGLE TO N SIDE CARDINAL E_BEHIND RES	37
NW 57	E SIDE FOREST RIDGE RD W BEHIND HOMES	6
NW 58	E SIDE FOREST RIDGE RD W BEHIND HOMES	6
E 180	E SIDE GULF FIELD E_BEHIND RES	37
SW 176	E SIDE HILLCREST_CHERRY RIDGE & MAGNOLIA PL S	42
SW 175	E SIDE HILLCREST_GIRBY & CHERRY RIDGE	42

Herbicide_Spray_Contract_List

NW 81	E SIDE OF 7370 TENTH ST	19
E 103	E SIDE OF SHELBY ST RUNS TO PAPER MILL RD	1
NW 72	E SIDE OKLAHOMA DR WOODS BEHIND HOMES	18
E 211	E SIDE RAVEN AT HURTEL	37
SW 140	E SIDE SHAN DR E_BEHIND 4153 & 4161	44
SW 69	E SIDE SHAN DR E_BEHIND 4163 & 4167	44
SW 68	E SIDE SHAN DR E_BEHIND 4201 & 4325	44
SW 68	E SIDE SHAN DR E_BEHIND 4201 & 4325	47
E 200	E SLAVA CREEK BTWN COTTAGE HILL & GOVERNMENT	27
E 205	ESLAVA CREEK - BTWN GOVERNMENT & PINEHILL	28
E 205	ESLAVA CREEK - FROM PINEHILL TO HOLCOMBE	28
E 205	ESLAVA CREEK - FROM PINEHILL TO HOLCOMBE	29
E 207	ESLAVA CREEK - FROM PINEHILL TO HOLCOMBE	29
E 208	ESLAVA CREEK - SIDE 2152 HALLS MILL	29
E 208	ESLAVA CREEK - W SIDE 2152 HALLS MILL	29
E 197	ESLAVA CREEK BTWN AIRPORT & AIRPORT SRVCE RD	26
E 303	ESLAVA CREEK BTWN AIRPORT SERVC RD & BELAIR	26
E 198	ESLAVA CREEK BTWN BELAIR & S SAGE	27
E 201	ESLAVA CREEK BTWN COTTAGE HILL & GOVERNMENT	27
E 201	ESLAVA CREEK BTWN COTTAGE HILL & GOVERNMENT	28
E 198	ESLAVA CREEK BTWN ESLAVA CREEK PKWY & BEL AIR	26
E 198	ESLAVA CREEK BTWN ESLAVA CREEK PKWY & BEL AIR	27
E 203	ESLAVA CREEK BTWN GOVERNMENT & PINEHILL	28
E 199	ESLAVA CREEK BTWN S SAGE & COTTAGE HILL	27
E 91	ESLAVA CREEK E OF SPRINGDALE BLVD	14
E 91	ESLAVA CREEK E OF SPRINGDALE BLVD	26
E 262	ESLAVA CREEK E OF SPRINGDALE MALL	26
E 92	ESLAVA CREEK E OF SPRINGDALE MALL	26
S 44	FROM DEADEND OF DUNAWAY TO HANNON RD	50
S 45	FROM DEADEND OF DUNAWAY TO HANNON RD	50
S 89	HWY 90 N SIDE 5675 USHY 90 W	53
S 88	HWY 90_S SIDE 5631 USHY 90 W	53
E 306	ICE HOUSE BRANCH N OF BANKHEAD ST	29
E 307	ICE HOUSE BRANCH S OF BANKHEAD ST	29
NW 146	IN WOODS BTWN 4TH AVE & FAIRWAY AVE	20
E 34	MEDIAN BTWN I10 W OFF MICHIGAN	38
SW 217	MONTLIMAR CRK_1263 SPRING VAL DR E	44
SW 217	MONTLIMAR CRK_1263 SPRING VAL DR E	45
SW 216	MONTLIMAR CRK_1417 AZALEA RD & AZALEA RD	44
SW 218	MONTLIMAR CRK_4055 GRAND HERON WAY	45
SW 215	MONTLIMAR CRK_AZALEA & MOORE CRK	44
SW 215	MONTLIMAR CRK_AZALEA & MOORE CRK	47
SW 213	MONTLIMAR CRK_COTTAGE HILL & GOVERNMENT	34
SW 222	MONTLIMAR CRK_COTTAGE HILL & GOVERNMENT	34
SW 222	MONTLIMAR CRK_COTTAGE HILL & GOVERNMENT	39
SW 224	MONTLIMAR CRK_S SIDE GOVERNMENT	39
SW 224	MONTLIMAR CRK_S SIDE GOVERNMENT	45
SW 223	MONTLIMAR CRK_UNDER I65	39
SW 146	MOORE CRK_1536 AZALEA & I10	48
SW 142	MOORE CRK_BEHIND 1515 & 4151 SHAN DR E	44
SW 66	MOORE CRK_E SIDE GOVT BLVD & 1513 SHAN DR E	44
SW 144	MOORE CRK_HALLS MILL TO 1536 AZALEA RD	47

Herbicide_Spray_Contract_List

SW 144	MOORE CRK_HALLS MILL TO 1536 AZALEA RD	48
SW 145	MOORE CRK_S SIDE 1536 AZALEA RD	48
SW 143	MORE CRK_CREVIEW PARK TO HALLS MILL	44
SW 143	MORE CRK_CREVIEW PARK TO HALLS MILL	47
NW 150	N CEDAR ST AT CODY RD S	19
NW 2	N OF 2001W I65 SVC RD	2
NW 56	N OF DIANE CT BEHIND HOMES	6
E 178	N SIDE GULF FIELD N_BEHIND RES	37
E 179	N SIDE GULF FIELD N_BEHIND RES	37
E 93	N SIDE OF WALMART ON E I65 SVC RD	14
NW 126	N SIDE OVERLOOK BTWN CARLISLE & DEERWOOD	6
NW 49	N SIDE OVERLOOK BTWN CARLISLE & DEERWOOD	6
NW 52	N SIDE OVERLOOK BTWN CARLISLE & DEERWOOD	6
E 296	N SIDE RR_BTWN S WASHINGTON & S SCOTT	32
S 3	N SIDE RR_W OF S CONCEPTION N OF BAKER ST	32
NW 81	N SIDE TENTH ST BTWN 13TH	19
E 61	N SIDE WERKLAND ST_BTWN NOEL & SIDNEY PHILLIPS	9
E 62	N SIDE WERKLAND ST_BTWN NOEL & SIDNEY PHILLIPS	9
S 46	NORTHEAST CORNER OF BOYKIN & ALBA CLUB	51
NW DETENTION POND 1	NW DETENTION POND 1	19
NW DETENTION POND 2	NW DETENTION POND 2	19
NW DETENTION POND 3	NW DETENTION POND 3	17
NW DETENTION POND 4	NW DETENTION POND 4	7
NW DETENTION POND 5	NW DETENTION POND 5	20
NW DETENTION POND 6	NW DETENTION POND 6	20
NW 85	NW SIDE FLAVE PIERCE RD	21
E 316	ON E BRDR OF ADDRESS BARKSDALE DR E_501	27
SW 202	ON S BRDR OF MONTLIMAR_951 INTO DOG RIVER	25
SW 199	ON W BRDR OF DOWNTOWNER LOOP S_828	24
S 49	PERCH CREEK E SIDE DIP & N OF HANNON	50
S 47	PERCH CREEK N SIDE HANNON RD	50
S 48	PERCH CREEK N SIDE HANNON RD	50
S 2	PILLANS_RR TO N SIDE PILLANS	32
S 1	PILLANS_S SIDE S LAWRENCE AT S FRANKLIN TO RR	32
SW 4	PINEHURST W SIDE HENCKLEY_BTWN 914 & 950	23
S 53	RABBY CREEK BTWN PERIMETER RD AND MICHIGAN AVE	41
SW 200	S BRDR OF DOWNTOWNER LOOP S_828	24
SW 200	S BRDR OF DOWNTOWNER LOOP S_828	25
S DETENTION POND 1	S DETENTION POND 1	52
SW 114	S END OF HENCKLEY AVE	23
NW 152	S OF MORLEE DR S BEHIND HOMES	6
S 51	S SIDE AVE G_RABBY CREEK	41
S 52	S SIDE AVE G_RABBY CREEK	41
NW 112	S SIDE COLLEGE LN BTWN DU RHU & RIMES	14
NW 112	S SIDE COLLEGE LN BTWN DU RHU & RIMES	15
NW 113	S SIDE COLLEGE LN BTWN DU RHU & RIMES	15
E 240	S SIDE HURTEL_BTWN ANTWERP & GHENT	37
E 241	S SIDE HURTEL_BTWN ANTWERP & GHENT	37
E 239	S SIDE HURTEL_BTWN GHENT & HOUSTON	37
E 240	S SIDE HURTEL_BTWN GHENT & HOUSTON	37
E 242	S SIDE HURTEL_BTWN TITMOUSE & ANTWERP	37
SW 1	S SIDE OF AIRPORT_BTWN CODY RD & WPROVIDENCE PK	22

Herbicide_Spray_Contract_List

NW 147	S SIDE OLD SHELL RD BTWN HOLLY & CODY	19
E 183	S SIDE RAVEN_1651 RAVEN TO 1962 EAGLE	37
E 184	S SIDE RAVEN_1651 RAVEN TO 1962 EAGLE	37
E 295	S SIDE RR_BTWN S WASHINGTON & S BROAD	31
E 295	S SIDE RR_BTWN S WASHINGTON & S BROAD	32
SW 196	SPRING CRK_W SIDE 4815 HALLS MILL	46
SW 188	SPRING CRK_BTWN 5155 & 5167 MAUDELAYNE DR	43
SW 194	SPRING CRK_DEMETROPOLIS TO HALLS MILL	46
SW 195	SPRING CRK_GOVERNMENT & DEMETROPOLIS	46
SW 192	SPRING CRK_N SIDE GIRBY AT SPRING CRK	43
SW 192	SPRING CRK_N SIDE GIRBY AT SPRING CRK	46
SW 185	SPRING CRK_N SIDE YORKWOOD S AT SPRING CRK	43
SW 186	SPRING CRK_S SIDE YORKWOOD S AT SPRING CRK	43
SW 183	SPRING CRK_TIMBERLANE PARK	43
SW 83	SPRING CRK_W SIDE 5101 GIRBY	46
SW DETENTION POND 1	SW DETENTION POND 1	23
SW DETENTION POND 2	SW DETENTION POND 2	23
SW DETENTION POND 3	SW DETENTION POND 3	23
SW DETENTION POND 4	SW DETENTION POND 4	23
E 191	TENESSEE ST DITCH S SIDE OF LADD STADIUM N OF RR TRACK	30
E 291	TENESSEE ST DITCH_N SIDE RR_BTWN OWENS & S ANN	31
E 292	TENESSEE ST DITCH_N SIDE RR_BTWNGAYLE & OWENS	31
E 293	TENESSEE ST DITCH_N SIDE RR_BTWN GAYLE & CHARLES	31
E 293	TENESSEE ST DITCH_N SIDE RR_BTWN MARINE & CHARLES	31
E 294	TENESSEE ST DITCH_N SIDE RR_BTWN S BROAD & MARINE	31
E 297	TENESSEE ST DITCH_N SIDE RR_BTWN WILKINSON & I10	32
E 298	TENESSEE ST DITCH_N SIDE RR_BTWN WILKINSON & I10	32
E 192	TENESSEE ST DITCH_S SIDE RR_BTWN SCOTT & FRONTAGE	32
E 299	TENESSEE ST DITCH_S SIDE RR_BTWN SCOTT & FRONTAGE	32
NW 95	THREE MILE CREEK BEHIND MCCOY OUTDOORS	4
NW 95	THREE MILE CREEK BEHIND MCCOY OUTDOORS	9
NW 99	THREE MILE CREEK BEHIND MCCOY OUTDOORS	9
E 237	THREE MILE CREEK BTWN NALL ST & MOBILE ST	10
E 8	THREE MILE CREEK E SIDE I65_BTWN MEADOR & ARMOUR AVE	4
E 49	THREE MILE CREEK E SIDE OF MOBILE ST	10
E 37	THREE MILE CREEK N SIDE INDIAN CREEK DR N	11
E 37	THREE MILE CREEK N SIDE INDIAN CREEK DR N	12
NW 99	THREE MILE CREEK NORTH OF SPRINGWOOD DR	5
NW 99	THREE MILE CREEK NORTH OF SPRINGWOOD DR	9
E 225	THREE MILE CREEK S OF USA MED CTR TO RIDGE RUN N	10
E 38	THREE MILE CREEK SO OF LAKE DRIVE TRI PARK	11
E 38	THREE MILE CREEK SO OF LAKE DRIVE TRI PARK	11
E 43	THREE MILE CREEK W OF RIDGE RD W TO STANTON RD	10
E 43	THREE MILE CREEK W OF RIDGE RD W TO STANTON RD	11
E 46	THREE MILE CREEK W OF RIDGE RUN RD W	10
NW 7	THREE MILE CREEK W SIDE I-65_MOFFETT TO I-65	4
E 251	THREE MILE CREEK W SIDE ST STEPHENS RD	12
NW 79	THREE MILE CREEK WOODS BEHIND ZEIGLER CIR E	8
NW 80	THREE MILE CREEK WOODS BEHIND ZEIGLER CIR E	8
E 35	THREE MILE CREEK_BTWN ST STEPHENS RD & DR MLK AVE	12
E 35	THREE MILE CREEK_E SIDE OF DR MLK JR AVE	3
E 35	THREE MILE CREEK_E SIDE OF DR MLK JR AVE	12

Herbicide_Spray_Contract_List

E 5	TRINITY GARDENS PARK_W OF POOL	2
NW 90	TWELVE MILE CREEK BTWN EAST DR & S UNIVERSITY	16
NW 87	TWELVE MILE CREEK BTWN FOREMAN RD & HILLCREST RD	22
NW 92	TWELVE MILE CREEK E SIDE VANDERBILT DR	16
NW 90	TWELVE MILE CREEK EAST DR & S UNIVERSITY	16
E 91	UNNAMED STREAM E OF SPRINGDALE BLVD	14
E 91	UNNAMED STREAM E OF SPRINGDALE BLVD	26
E 63	UNNAMED STREAM S OF WERKLAND ST	9
E 64	UNNAMED STREAM S OF WERKLAND ST	9
E 66	UNNAMED STREAM SW CORNER OF DAUPHIN GATE APTS	14
E 65	UNNAMED STREAM W OF DAUPHIN GATE APTS	9
E 65	UNNAMED STREAM W OF DAUPHIN GATE APTS	14
E 67	UNNAMED STREAM W OF NORTHGATE DR	14
NW 148	W CODY RD S BTWN OLD SHELL & CEDAR ST	19
NW 149	W CODY RD S BTWN OLD SHELL & CEDAR ST	19
NW 4	W I65 SVC RD_N OF DESIRRAH DR S	2
NW 5	W I65 SVC RD_N OF DESIRRAH DR S	2
NW 5	W I65 SVC RD_N OF DESIRRAH DR S	4
NW 8	W I65 SVC RD_N OF DESIRRAH DR S	2
S 30	W SIDE CEDAR POINT BEHIND TREELINE	49
S 31	W SIDE CEDAR POINT BEHIND TREELINE	49
E 174	W SIDE EAGLE TO E SIDE CARDINAL W BEHIND RES	37
SW 198	W SIDE OF DOWNTOWNER BHND ADDRESS 718	24
SW 8	W SIDE PINEMONT DR_BTWN CHANDLER & MCMURRAY	23
E 210	W SIDE RAVEN AT HURTEL	37
E 36	W SIDE ST STEPHENS RD_BTWN COX & 3 MILE CRK	12
S 28	W SIDE TODD ACRES_DOWNEY & DEADEND	52
E 308	WOODCOCK CREEK BTWN AIRPORT & CREEK ST_2460	28
E 95	WOODCOCK CREEK BTWN BRIERWOOD & GRANT	27
E 95	WOODCOCK CREEK BTWN BRIERWOOD & GRANT	28
E 94	WOODCOCK CREEK BTWN GRAFHILL DR S & THORNHILL	27
E 96	WOODCOCK CREEK BTWN GRANT & MOUNT ISLAND DR W	28
E 99	WOODCOCK CREEK BTWN MOUNT ISL DR E & AIRPORT	28
E 97	WOODCOCK CREEK BTWN MOUNT ISL DR W & AIRPORT	28
E 98	WOODCOCK CREEK BTWN MOUNT ISL DR W & AIRPORT	28
E 100	WOODCOCK CREEK BTWN PINEHILL & MT ISL DR E	28
E 101	WOODCOCK CREEK BTWN PINEHILL DR & WESTWOOD ST	28
E 101	WOODCOCK CREEK BTWN WESTWOOD ST & CRENSHAW	28
E 204	WOODCOCK CREEK_BTWN GOVT AND ESLAVA CREEK	28
NW 55	WOODS BEHIND 1403 FOREST RIDGE RD W	6
NW 78	WOODS BEHIND ZEIGLER CIR E	8
NW 53	WOODS BTWN AVONLEA	6
NW 83	WOODS BTWN PERRY	19
NW 84	WOODS SOUTH OF FOURTH ST TO HOLDING POND	19

Herbicide Treatment of Drainage Canals and Bates Field Landfill

Scope of Work:

Drainage Canals

This contract is for the purpose of vegetation management on designated drainage canals within the City of Mobile. The intent of herbicide treatments is to facilitate water flow by eliminating vegetation that may impede the flow of water while also maintaining the integrity of the banks by permitting low growing vegetation to establish and prevent erosion.

On terrestrial areas, the contractor is required to apply herbicides to selectively control all woody vegetation that exceeds or could potentially exceed four feet in height, including trees, brush, cane, bamboo, reeds and invasive species. The vegetation that should remain after treatment includes annuals, perennials and grasses.

In aquatic zones, which includes from the edge of the water at each bank and any vegetated points in between, including those areas that may have developed due to siltation or shallow water, the contractor is required to control all emerged vegetation with a non-selective herbicide.

For areas that include rip rap, gabion baskets, and concrete sides and walls, the contractor is required to control all vegetation with an environmentally acceptable herbicide.

Terrestrial areas on drainage canals shall be treated from water's edge to the outside of the banks a minimum of 10 ft. from the top of the ditch or to the edge of the right of way, as appropriate and cleared. Pick up all litter, place it in litterbags and pull tires up to the street and remove. Tires must be separated from litter.

It is the contractor's responsibility to visit the included list of canals prior to bidding. Many are lengthy and some areas may be difficult to access with equipment. All are in an aquatic environment that may be wet or muddy and difficult to access without equipment.

Bates Landfill

This portion of the contract is for the purpose of herbicide treatments at the landfill to eliminate all broadleaves and vegetation that may penetrate the landfill cap and establish a full cover of grass to prevent erosion. Grass should be cut approximately 5-6 inches with a Bush Hog (for grooming purposes).

For areas that include rip rap, the contractor is required to control all vegetation with an environmentally acceptable herbicide.

If necessary, mowing at landfill may be done in July/August and will be done via a separate contractor or by City Personnel.

Treatments:

- There shall be two treatments per year, the first starting in June of the year of award (first week of May, if award extended for second and third years) with the second starting the third full week in August. Treatments must be completed within four weeks or 28 calendar days from the starting date.
- In the event that treatments are delayed due to weather, records shall be kept and presented to justify not finishing within 28 days, excluding any follow up treatments that may be required. Rain may justify a delayed treatment, but the contractor is expected to have the appropriate equipment to allow them to enter muddy or boggy areas that may result from rainfall. Treatments exceeding the four week completion period, notwithstanding days where documented rainfall justifies a delay, are subject to a 1% penalty per day of the treatment price (treatment of all drainage canals and/or the landfill).
- If after inspection it is determined that 95% of all target vegetation has not been adequately controlled due to omission or inadequate herbicide activity, a follow up treatment may be required. The contractor may request a joint inspection of treated areas to discuss where follow up treatments are necessary. Follow up treatments must be completed within two weeks of notification that a follow up treatment is necessary and/or the joint inspection. Rain may justify a delayed follow up treatment if documented. Subsequent retreatments may be necessary until target vegetation is adequately controlled. Payment may be delayed until follow up treatment effectiveness has been verified. If required, follow up treatments are considered a part of the bid price. These re-treatments will not be limited to frequency, timing and/or area until the target vegetation is adequately controlled.

Qualifications:

- In order to bid, the firm submitting the bid must have at least five years experience in vegetation management, including:
 - Work history with treating drainage canals and aquatic areas similar to the scope of work required in this bid must be submitted with the bid
 - In addition to the summary of work history, at least 3 references must be included with bid
- This contract may not be sub-contracted to another company. The work must be performed by the contractor that is awarded the bid.
- The bidding firm must submit a list of the equipment that they possess that they intend to use to fulfill the terms of the contract; or they must show intent to purchase the necessary equipment required to fulfill the contract specifications.

- The bidding firm must possess all necessary licenses to be able to spray herbicides
- The following licenses/permits are required:
 - *State of Alabama General Contractor's License for Herbicide Application (required by Ala. Code 34-8-1 (1975))*
 - *State of Alabama Contractor's License for Herbicide Application (required by Ala. Code 34-8-1, et. seq. (1975))*
 - *Alabama Department of Agriculture and Industries Professional Services Permit (required by Ala. Code 2-27-2 (1975))*
 - *Commercial Pesticide Applicator Certification for Rights of Way and Aquatic for each applicator*
 - *Someone possessing a State of Alabama Commercial Pesticide Applicator certified in Rights of Way and Aquatic categories must be on site at all times when applications are being made*

Herbicides and Surfactants:

- Herbicide choices are not dictated, but a treatment plan must be submitted with the bid and the herbicides and their intended rate of application listed must be pre-approved
- The City will review all treatment plans submitted with the bid. Treatment plans the City deems to be ineffective, inadequate, unsafe, or unfeasible may be disapproved and the corresponding bid rejected. Such review and decision will be the sole discretion of the City.
- The contractor may not use restricted use herbicides
- In addition to the herbicide name, a label and SDS, along with the application rate and the target vegetation must be submitted for approval
- The method of application, including equipment and personnel to be used, should be submitted with the bid
- An inspection of the listed equipment may be requested
- It shall be noted if more than one herbicide is to be used in combination with others
- Surfactants must also be submitted for approval
- Herbicide approval is contingent upon it being appropriately labeled for the specified use
- The contractor must comply with all pesticide application requirements as set forth on the label as well as those requirements from the Alabama Department of Agriculture and Commerce, Division of Plant Industries and the Federal Environmental Protection Agency
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used

- A Daily Pesticide Application Sheet must be kept and submitted upon completion of each cycle and upon request

Miscellaneous:

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing each drainage canal. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow, which would require the contractor to revisit the site before payment is released.
- This contract is for one season with the option to renew the contract for two additional seasons
- City may inspect job site at any time
- Work may be performed during daylight hours (dawn to dusk)
- Contractor shall not use equipment on wet or sloped areas that will cause rutting or damage to the existing vegetation that may lead to erosion
- Equipment operators shall yield to pedestrians and, when crossing roads, avoid disrupting vehicular activity
- Contract employees shall be neat, well groomed, and shall wear identifiable uniforms
- Contract employees shall be courteous to the public at all times
- Tree pruning shall remain the responsibility of the City
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.
- Contractor shall not trespass on private property
- Contractor must be capable of spraying in potentially wet, muddy or aquatic areas and be prepared to demonstrate how they plan to accomplish this

Safety:

- Contractor shall comply with all applicable OSHA and ADEM rules and regulations.
- Contractor shall have an appropriate (right of ways and aquatics) Commercial Pesticide Applicators License; all regulations governing pesticide application shall be adhered to; applicator must have the appropriate license or be present during the application; pesticide applicators license information must be on site during the treatments
- Contractor shall post notices of herbicide application and re-entry periods if required by regulations
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a competent person at each work site who has the responsibility and authority to stop work until all safety conditions are met.

- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
 - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
 - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
 - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
 - All equipment guards must be in place
 - Equipment must be properly maintained and free of leaks
 - Contractor to take all reasonable precautions to ensure the safety and protection of property, vehicles, and pedestrians; the contractor shall be liable for any and all damage or injuries resulting from their work.
 - The City has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
 - Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall immediately notify City in the event of a spill
 - Repeated failure to comply with safety issues may result in contract termination.
 - Contractor shall notify the City of Mobile of any incidents reported to them.

Payment:

- When a cycle is completed the contractor shall notify the City that it is ready for inspection and submit an invoice
- Daily Pesticide Application Sheets must be submitted with the invoice; failure to do so may result in non-payment
- If, after inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment
- If any follow up treatments are necessary, the contractor will be notified. The contractor is required to complete the follow up treatments within two weeks. When the follow up treatments are completed the contractor will again notify the City and another inspection will be done when the herbicide(s) have had a chance to have an effect on the target vegetation. If, after the second inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment.

- Payment will not be approved until the target vegetation has been effectively treated

Service Contracts over \$15,000, subject to Ala. §41-16-50
et seq. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, _____ (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

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

ARTICLE 1. Scope of the Work. The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. Insurance: For the term of this Agreement, Provider 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 Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.

- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider'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 the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. 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, Provider 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.

ARTICLE 4. Indemnification: Provider 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 Provider, 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, Provider 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. 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.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider 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. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, 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 Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider 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 percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. 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.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

OR

P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

ARTICLE 14. Compliance with 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.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider 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 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement 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 Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

_____, Its _____ (title)

On behalf of _____

_____ Date

State of Alabama

Mobile County

I, _____, a Notary public in and for said County and State, hereby certify that _____, whose name is known to me, acknowledged before me on this the ____ day of _____, 20__, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Notary Public

My Commission expires on: _____

CITY,

Its Mayor

_____ Date

ATTEST:

City Clerk

_____ Date

EXHIBIT A



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)