### **SEALED BID**

# **CITY OF MOBILE**

### **BID SHEET**

### Do Not Return Via Email or Fax

**Mailing Address:** 

and correct invoice of completed order.

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 This is Not an Order

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

Typed by:	en		Buyer:	002						
DATE	Ple	ease quote the lo		hich you will furn				ND Male	.11	
DATE	/2021	BID NO.	DEPARTMENT		Commoditie	es to be d				
	/2021	5585		Forestry		11.0		pecifie		
This bi	d must be rece	ived and stampe				11:0	00 AM, Frid			
QUANTITY	ARTICLE		orm ONLY. Make n al information requ	o changes on this for iired to this form.	m. Attach	UNIT	UNIT PR Dollars	Cents	EXTENS Dollars	Cents
	GREL	OT ROAD MI	EDIAN LAN	DSCAPING						
		dor(s) shall provide etween Cody Road a			on					
	(1) year period	e responsible for ma following the instal d of one (1) year fol	llation. This will	be a plant-material	ı one					
	This bid will b	e awarded in 3 piece	es:					1		
	- Cody Road	to Hillcrest Road								
	- Hillcrest Ro	oad to Knollwood								
	- Knollwood to University Boulevard									
	There will be 2	types of median con	nfigurations:							
	Type 1: With	grasses, shrubs, and	d trees							
	Type 2: With	grass and shrubs or	nly							
	There shall be a	a one (1) year plant:	material warranty	from date of instal	lation.					
	Vendor shall propages.	ovide pricing and a	dditional informa	ation on the followir	ıg					
	furnishing all la	c: formed by Contractor abor, materials, insu prehensive concrete	rance, tools, supp	olies, and equipment	t necessary					
	prepared by	f time and materia the Public Service Il vary. The total p	s/Forestry Depa	rtment. Actual qua	antities of					
		Page 1 o	f 5				TOTA	L		
	ONE SIGNED COSED ENVELOPE	OPY OF THIS BID		State delive	ry time withi		•		eipt of P	
We will allow	v a discount	% 20 days fro	n date of receipt o		ignature					

By\_

- 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 Verify your bid before submission as it cannot be withdrawn or corrected after being opened.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 fieu 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 <a href="https://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>. 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.

Page\_\_\_\_\_ of \_\_\_\_

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional	1	UNIT PRI	CE	EXTENS	ION
GOANTITT	ARTICLES information to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cents
	Page 2 of 5					
	Vendor to coordinate all work with the City of Mobile, Public Services Department, Program Manager, or other Engineering Department authorized representative. All work shall be sheduled to minimize the disturbance and interruption of the flow of traffic and public.					
	All work performed will use only skilled laborers. Laborers shall be properly supervised.					
	The City shall not prohibit vendor from performing work herein during a normal work day. For this provision a "normal work day" is defined as any business day between the hours of 8:30 a.m. and 4:00 p.m. due to traffic.					
	The Owner or Contractor may terminate the bid upon five (5) days written notice. The Owner shall pay only for work executed and proven loss with respect to materials, equipment, tools, and reasonable overhead. The Owner shall not make payment to the Contractor for profit or damages as a result of terminating the Bid.					
	Work Site Clean Up: The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each work day and at the completion of the project.					
	The City of Mobile will have the right to terminate this Contract at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.					
	Traffic Control					
	If you will be working in the roadway or performing any activities that will affect traffic, you must submit a Traffic Control Plan at least two full working days prior to proceeding. You may contact Butch Ladner at (251) 208-2960 to discuss traffic control requirements.					
	Be prepared to assist motorists with flagging per MUTCD guidelines if needed (if you are working close to but not in the roadway). Be aware that if you are working close to the roadway, but not actually in the road, that some flagging may be needed if motorists cannot see oncoming traffic due to your equipment blocking the line of sight. You can find MUTCD information at <a href="www.mutcd.fhwa.dot.gov">www.mutcd.fhwa.dot.gov</a> , or you may contact Butch Ladner at (251) 208-2972 (City of Mobile Traffic Engineering) for questions or assistance.					
	If you are unfamiliar with MUTCD requirements and need help with preparing a traffic control plan, or if you need to rent equipment, you may use one of these traffic control companies.					
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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name			

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QUANTITY	ARTICLES  Bid on this form ONLY. Make no changes on this form. Additional	LINIT	UNIT PR	ICE	EXTENS	ION
	information to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cents
	Page 3 of 5					
	Local traffic control contractors:					
	<ol> <li>Detour Construction, 251-331-9522, email: <u>detour@bellsouth.net</u></li> <li>Hutchinson, Moore and Rauch, 251-380-8748, email: <u>rac@hmrengineers.com</u>, PLANS ONLY, NO EQUIPMENT</li> <li>Lloyd Hughes &amp; Associates, 251-422-4751, email: <u>lhughes55@hotmail.com</u></li> <li>T-Zone Technologies, Inc., 251-973-9508, <u>rwhitworth@tzonetechnologies.com</u></li> </ol>					
	We need to see site specific conditions on the plan including any cross streets and driveways that are within the traffic control zone (i.e. between the first signs posted in each direction).					
	Generally, the sign spacing should be 100' apart for roads with speed limits under 40 MPH. For 40 MPH and above, please space the signs 350' apart.					
	Show the taper lengths and barrel spacing.					
	When using Message/Arrow boards, place them either on the side of the road or behind the last barrel in the taper.					
	PRE-BID CONFERENCE					
	There shall be a mandatory pre-bid conference to be held onsite. For time and place, send your request to <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a> . Depending on requests, the pre-bid may be on site or virtual.					
	Vendor will be required to sign a contract, sample of which is attached.					
	City will make partial payments based upon completion with the final payment being made in the 11 <sup>th</sup> month after start of the work by vendor.					
	Vendor(s) will be expected to begin work within 30 days of the approval of the contract and issuance of the Purchase Order.					
	The City has placed on the website views of the areas to be planted.					
	Attached are a list of items to be considered in putting your bid response together. Numbers are estimates only.					
	The locations and types of plants are based on safe driving regulations for visibility. If the City determines a vendor has blocked the sight lines with their plantings, the vendor will need to remove and make the necessary planting corrections.					
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	information to be submitted on separate sheet and attached hereto.	ONIT	Dollars	Cents	Dollars	Cents
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				1 1		
	Page 4 of 5					
	1 450 4 61 5					l
				1 1		
	Vendor will be responsible for the survival of the planting for a one (1) year period					
	from the start of the planting in this work area.			1 1		
1						
	Vendor will be responsible for maining the area for the one (1) year period following			1 1		
- 1	the start of the work.			ll		
1	the start of the work.			ll		
	Initial plantings should all be completed within 45 days of the start of the work.			ll		
1	Plant warranty period begins when the plants are planted and ends one year later.					
	Train warranty period degris when the plants are planted and chas one year rater.					
	City will evaluate vendor's plan and reserves the right to inspect a vendor's	1 1				
	equipment for conformance to safety and ability to do the work as required.					
	•					
	Each median is numbered West to East. On the attached sheets for each median is					
	what the City desires to have planted in that median.					
	Also on the attached sheets are the dimensions of each of the medians.					
	90					
	- Cody to Hillcrest, Medians 1 to 8					
	Coup to America, Medians 1 to 0					
	Hillers and Krall ID' Mall Or 11					
	- Hillcrest to Knollwood Drive, Medians 9 to 11					
	- Knollwood to University Blvd, Medians 12 to 19					
ľ	All vendors will be required to provide verification of					
	enrollment in the E-Verify program. Additional information					
	may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a>					
	If the 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 Secretary of State prior					
	to issuance of a Purchase Order.					
	to issuance of a furchase ofuer.					
				- 1		
	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 the issuance of a					
	Certificate of Authority may be several weeks.					
	Constitute of Auditority may be several weeks.					
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READ ABOVE INSTRUCTIONS BEFORE QUOTING

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OHANTITY	A DITIOL CO Bid on this form ONLY, Make no changes on this form, Additional		UNIT PRI	CE	EXTENS	SION
QUANTITY	information to be submitted on separate sheet and attached hereto.	UNIT		Cents	Dollars	Cents
QUANTITY	Page 5 of 5  Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).  Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.  State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.  If you have any questions, please contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.	UNIT	UNIT PRI		EXTENS Dollars	-
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# **PRICING**

Grelot from Cody Road t	to Hillcrest	\$
Option: Maintenance for y	vears 2 and 3	\$ /year
From Hillcrest to Knollw	ood	\$
Option: Maintenance for y	years 2 and 3	\$ /year
From Knollwood to Univ	ersity	\$
Option: Maintenance for y	vears 2 and 3	\$ /year

# ADDED INFORMATION REQUIRED

# ISA Certified Arborist (1) \_\_\_\_\_\_\_\_ ISA #\_\_\_\_\_\_\_ (2) \_\_\_\_\_\_\_ ISA #\_\_\_\_\_\_\_ City of Mobile Business License #\_\_\_\_\_\_\_ Secretary of State registration #\_\_\_\_\_\_\_ Years in business Business Address Phone Number Fax Number Email Address

Provide pricing on the following items should the City desire to have additional added above and beyond what the specifications call for.

Price shall include the planting or application.

Volume of Mulch (y³):	\$ _/yd
Mulch Reapplications (y³):	\$ _/yd
Top Soil (y <sup>3</sup> ):	\$ _/yd
8-8-8 Fertilizer (qt):	\$ _/qt
Lime (lb):	\$ _/lb
Trees Present:	\$ _/ea
Tree Removals:	\$ _/ea
Stumps:	\$ _/ea
Crepe Myrtles Replacements:	\$ _/ea
Evergreen Giant Liriope:	\$ _/ea
Muhly Grass:	\$ _/ea
Mojo Pittosporum:	\$ _/ea
Little John Dwarf Bottlebrush:	\$ _/ea

### I. TECHNICAL SPECIFICATIONS

### Qualifications of the Contractor:

- -Contractor shall have an ISA Certified Arborist on staff,
- -have at least five (5) year experience as a contractor in the field of urban forest maintenance work, and shall be required to perform the work set forth in the specifications in compliance with ANSI A300.
- -The field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).
- -Bidders must meet the general standards of safety set forth in sections 1, 2, and 3 of ANSI Z133
- -Contractor must be licensed and bonded by the City of Mobile.
- -Contractor must have evidence of general contractor liability, auto liability, and worker's compensation insurance
- -Must have uniformed staff and identifiable equipment

### Scope of Work:

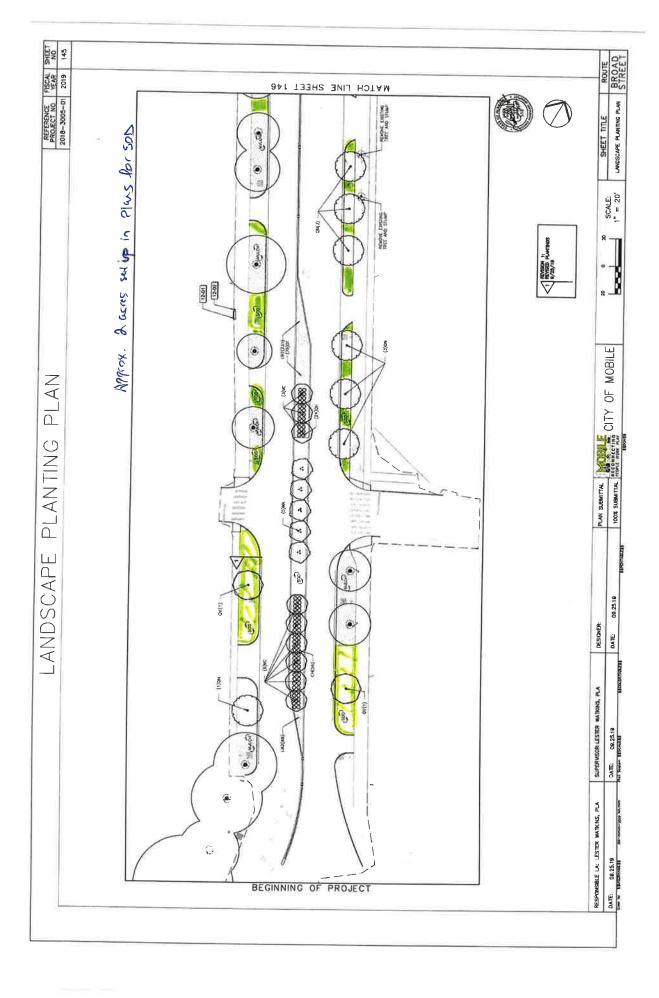
The work under these specifications shall be for soil remediation, soil amendments, root management, planting, and pruning of city owned trees located in the center medians located on Grelot road. Pruning is defined by the Tree Care Industry Association (TCIA) to be the selective removal of plant parts to achieve defined objectives. Removal shall include both the tree and the stump. All work shall be completed in accordance with the arboricultural practices as per the following publications: "Tree, Shrub, and Other Woody Plant Management - Standard Practices" (ANSI A300 2017 PART 1), Pruning Best Management Practices, "Tree, Shrub, and Other Woody Plant Management - Standard Practices" (ANSI A300 2017 PART 2), Soil Management, "Tree, Shrub, and Other Woody Plant Management - Standard Practices" (ANSI A300 2017 PART 6), Planting and Transplanting, "Tree, Shrub, and Other Woody Plant Management - Standard Practices" (ANSI A300 2017 PART 8), Root Management, and Safety Requirements for Arborcultural Operations(ANSI Z133-2017). Contractor agrees to be bound to all applicable provisions of state and City laws concerning tree work, as well as policy decisions of the City of Mobile. Contractor also agrees to hold the City of Mobile harmless for all liability that may be incurred under this contract and shall sign an agreement to this effect should it be required by the City.

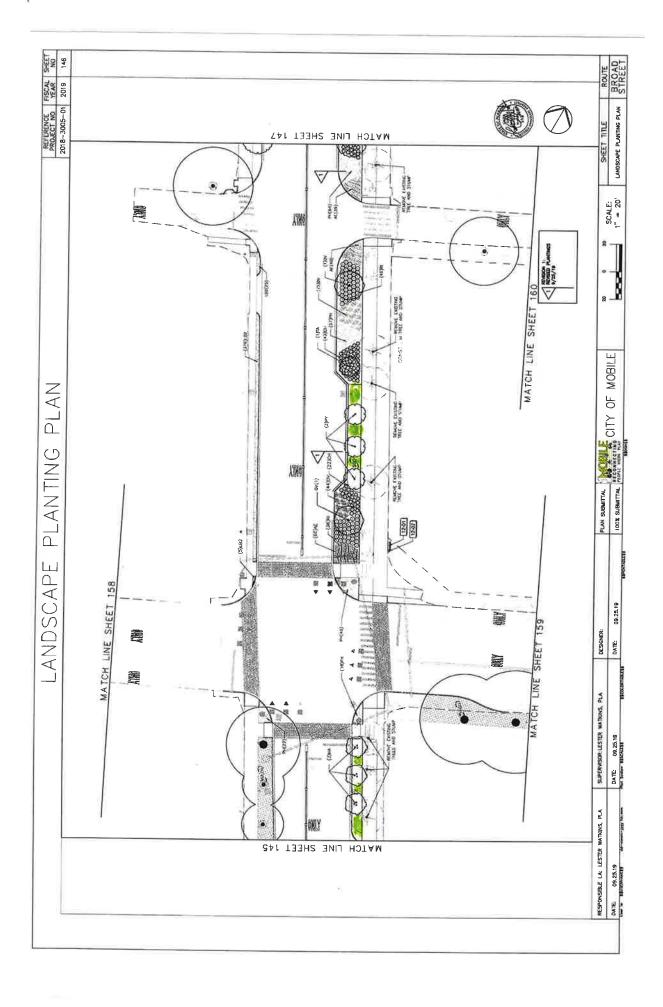
# II. Soil Work Specifications:

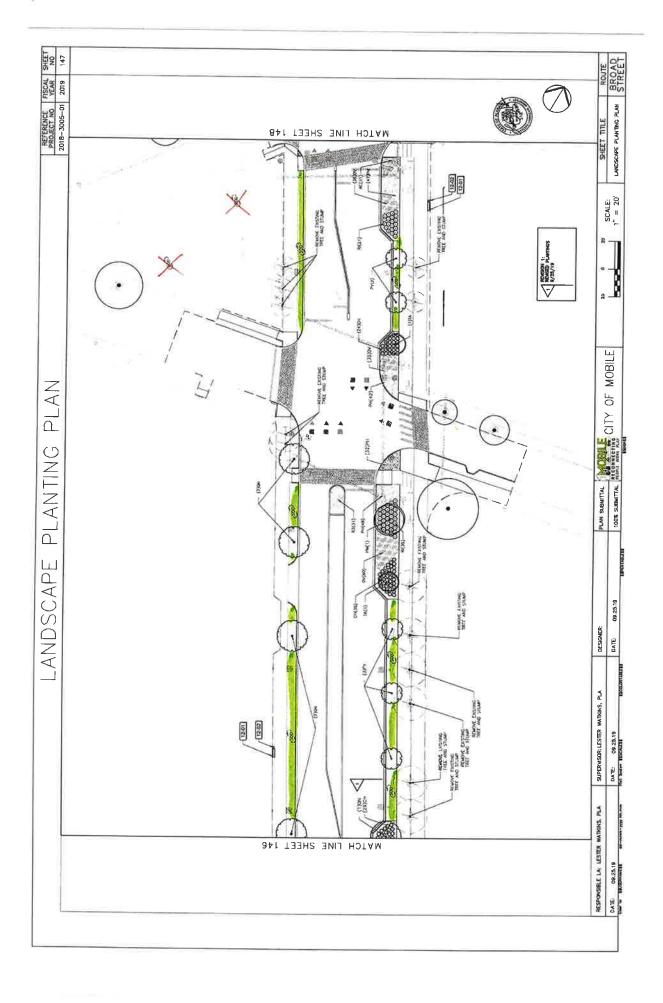
- Test soil for PH and nutrient levels.
- Amend soil as necessary per test results.
- Add additional fertilizer and PH adjustments should be made according to the results of the soil sample.
- Air excavation shall be used to inspect all trunk flares of trees that are to be retained.

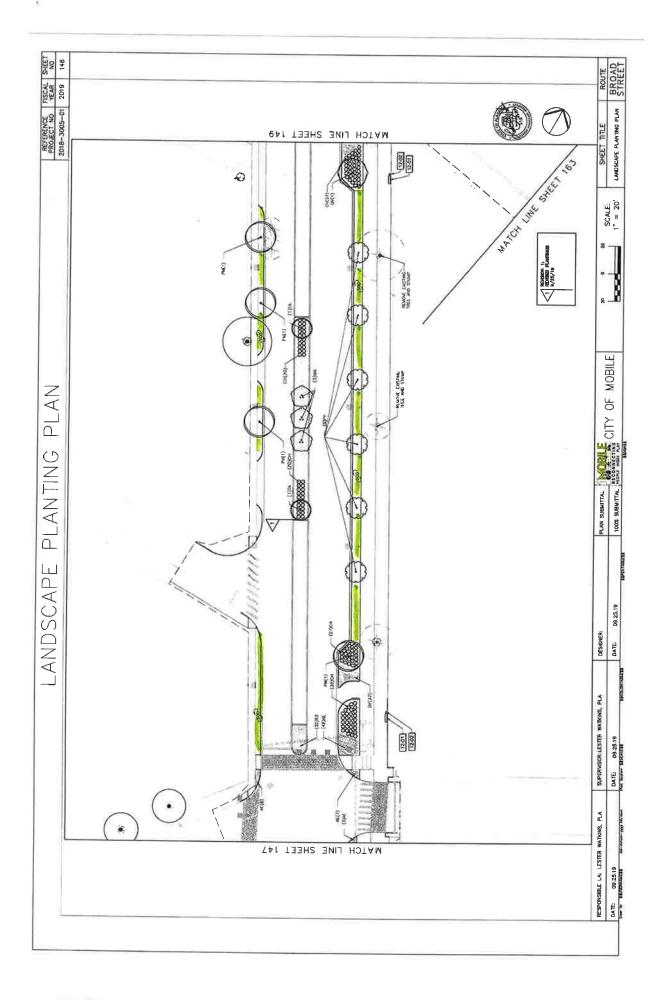
- Root pruning, if necessary, shall be in compliance with ANSI standards
- Mulch installation shall be in compliance with ANSI standards
- Type B erosion control fencing shall be installed for the duration of the project
- III. <u>Pruning Specifications:</u> Pruning is defined by the Tree Care Industry Association(TCIA) to be the selective removal of plant parts to achieve a defined objective. Safety requirements of ANSI, Section 5, 6,7, & 8(exclusive of paragraphs of sections expressly deleted) shall regulate the work. All pruning techniques shall be in compliance with ANSI A300, Part 1, Section 7
  - Pruning Heights: A stipulated pruning height for each City tree to be pruned shall be noted on each work order. All low branches over the street and sidewalk shall be removed(12' on minor streets or additional as specified, 14' on major streets, sidewalks 7'). All trimming shall use the three cut method. No stubbed limbs shall be left behind in the tree.
  - <u>Dead Branches:</u> All dead branches down to one inch (1") diameter should be removed using a pruning cut from ANSI A300, Part 1, Section 7. If it is not possible to cut it off without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch (1") in diameter must be precut to prevent splitting.
  - Grinding and Removal of All Stumps: All stumps that result from tree removal operations shall be ground out and removed within five (5) working days from the date that the tree was removed. Stumps and visible surface roots must be ground to six inches (6") below ground line. Upon conclusion of the stump grinding all resulting holes, indentations, etc. shall be backfilled by the contractor so that the work site conforms in elevation to the surrounding area. Moreover, the contractor immediately upon conclusion of all work shall remove any wood chips, sawdust, etc., from the work site and sidewalk shall be broom swept clean.
  - <u>Loads of Debris</u>: All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets according to the applicable state and City laws and paragraph 5.6.4 of the ANSI standard.
  - Protection of Traffic and Pedestrians: The contractor shall arrange work Traffic Engineering so that the sidewalks will be safe for pedestrians and the streets will be safely passable for vehicular traffic. Contractors must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem. The contractor must put out signs that meet MUTCD standards to notify approaching motorists.
  - <u>Public Utilities</u>: The contractor shall notify all public service utilities to resolve conflicts concerning their property. Specifically, Paragraph 4.1.2 of the ANSI standards shall apply.

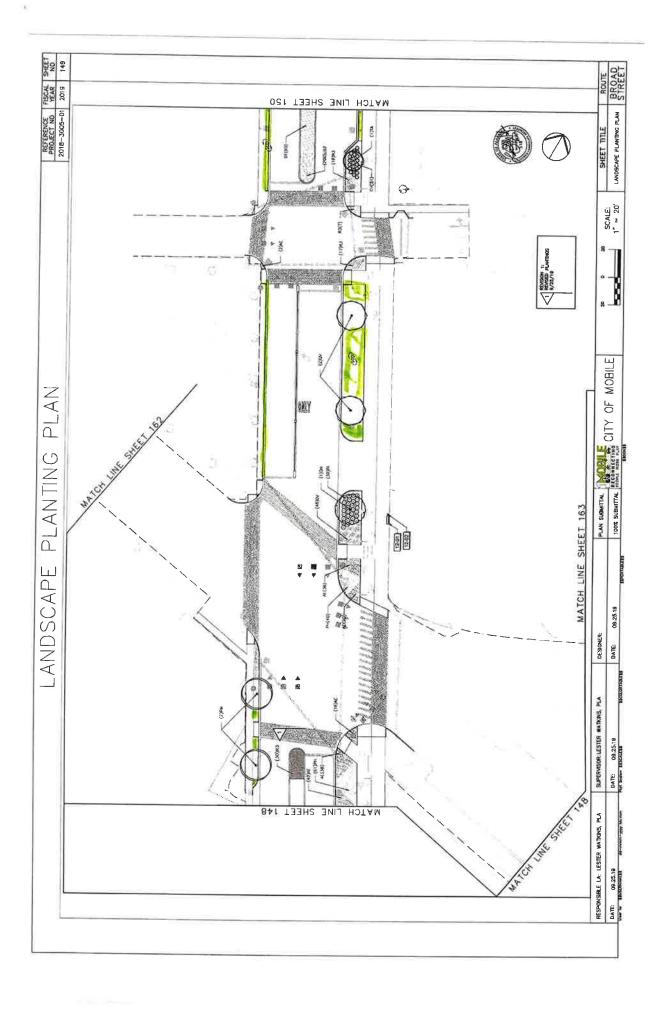
• <u>Conduct of Contractor</u>: The use of drugs or alcohol is prohibited while working on City property. Soliciting or performing private work is prohibited while working on City trees.

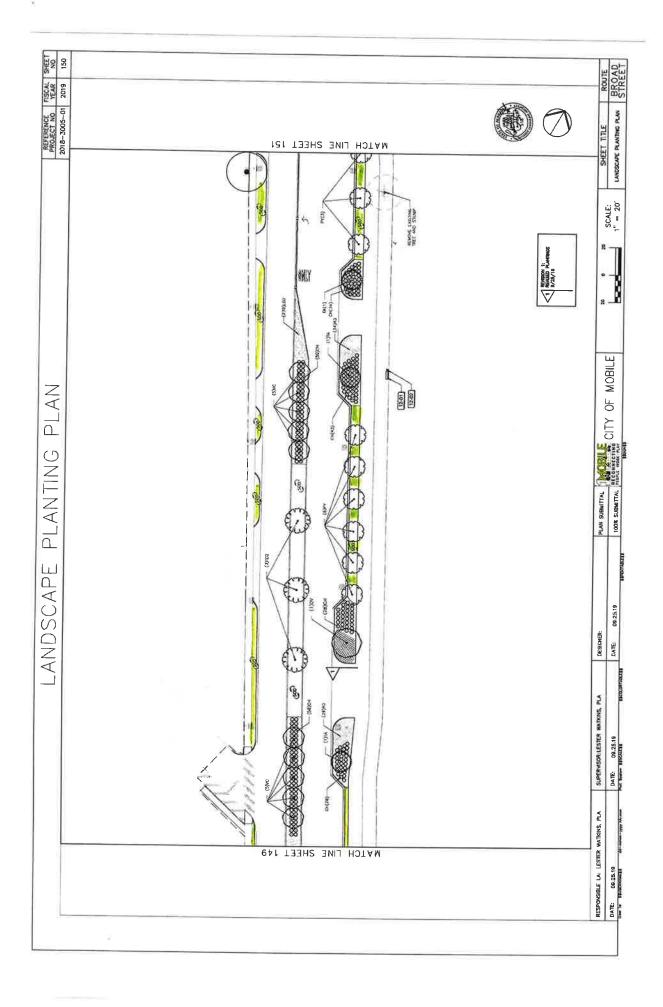


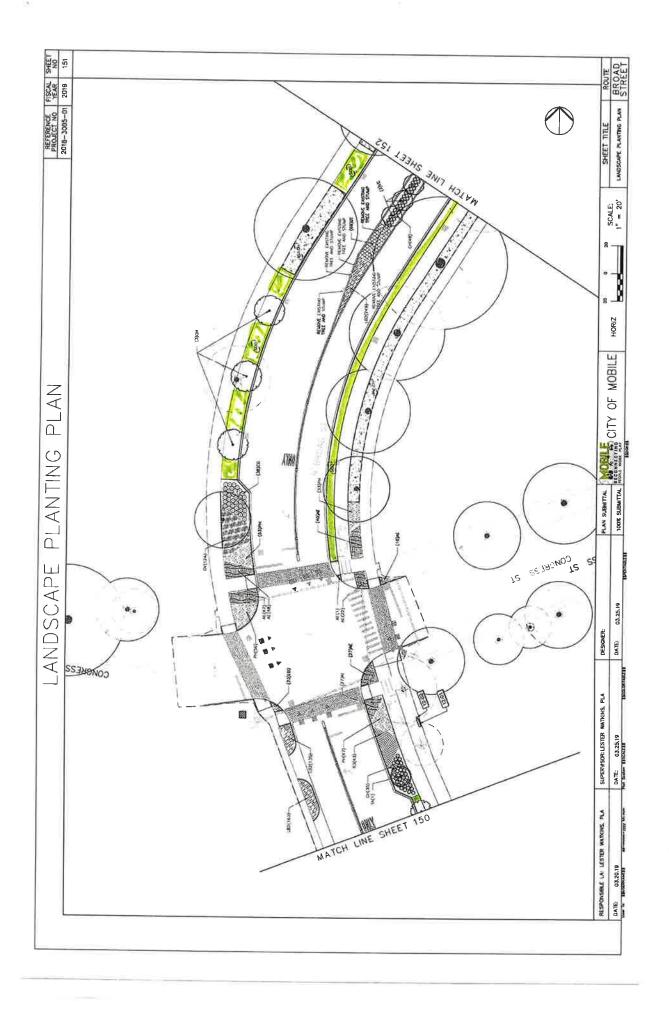


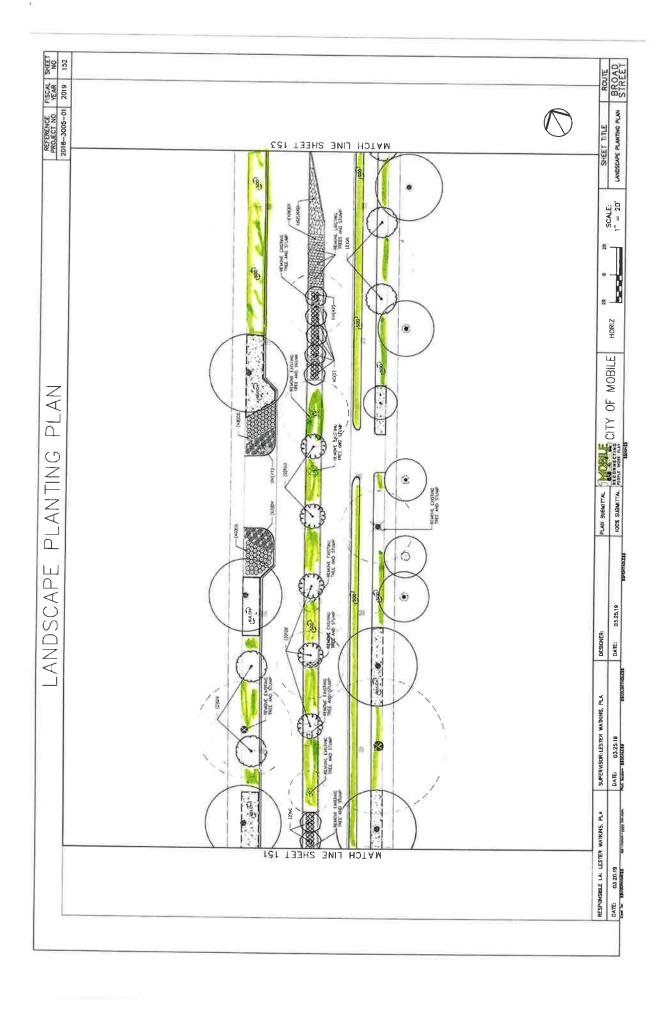


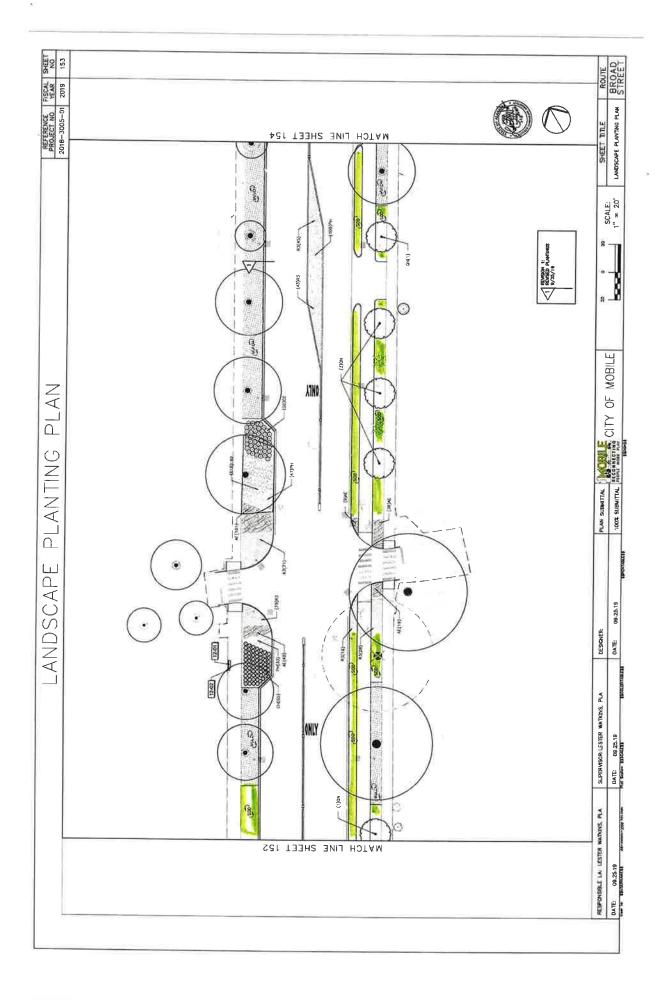


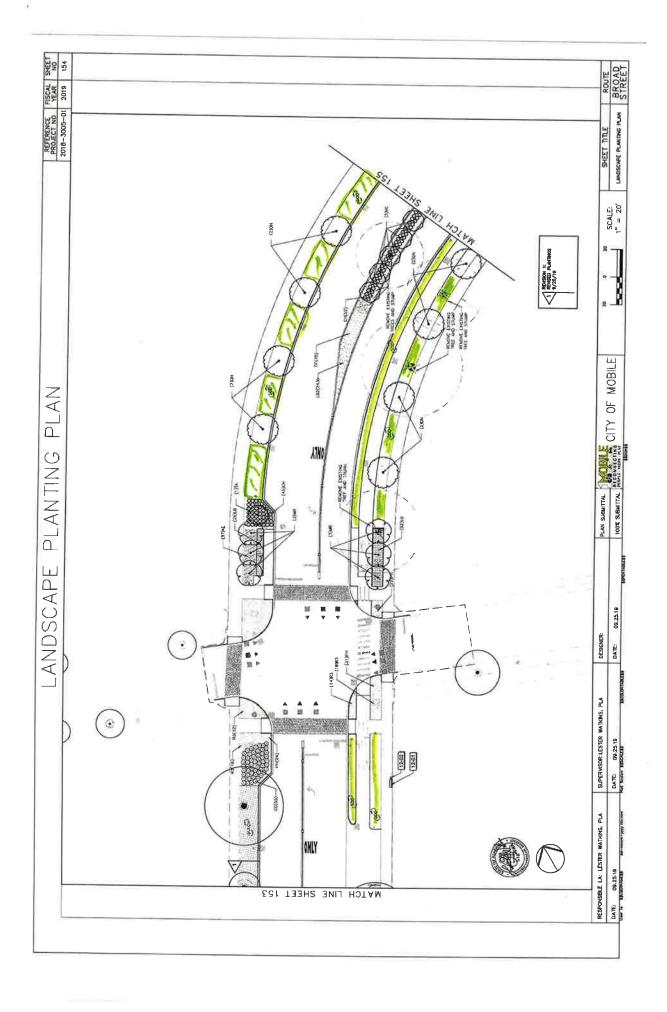


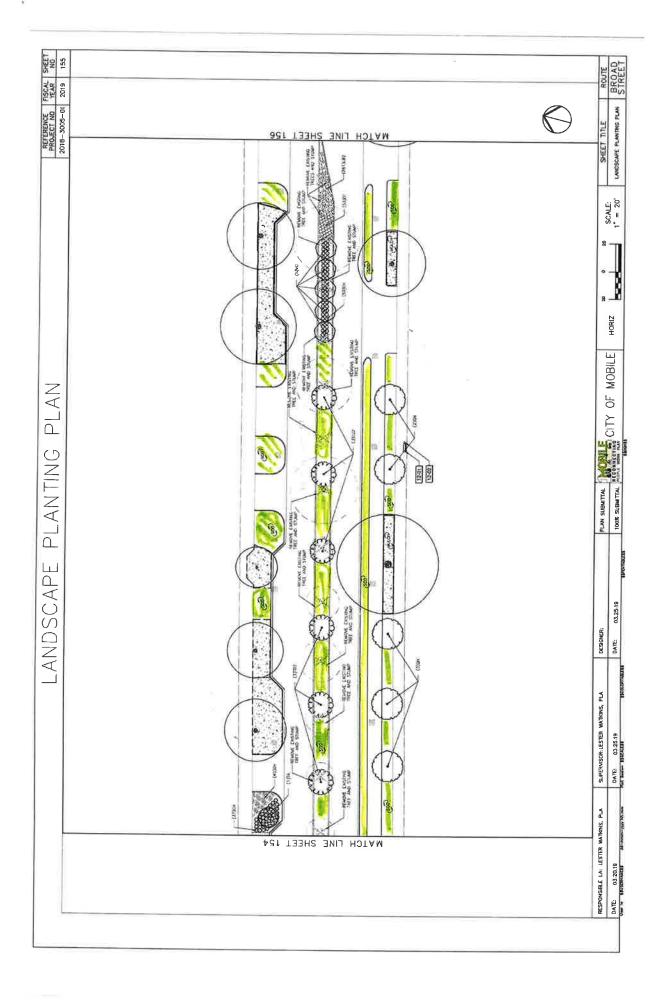


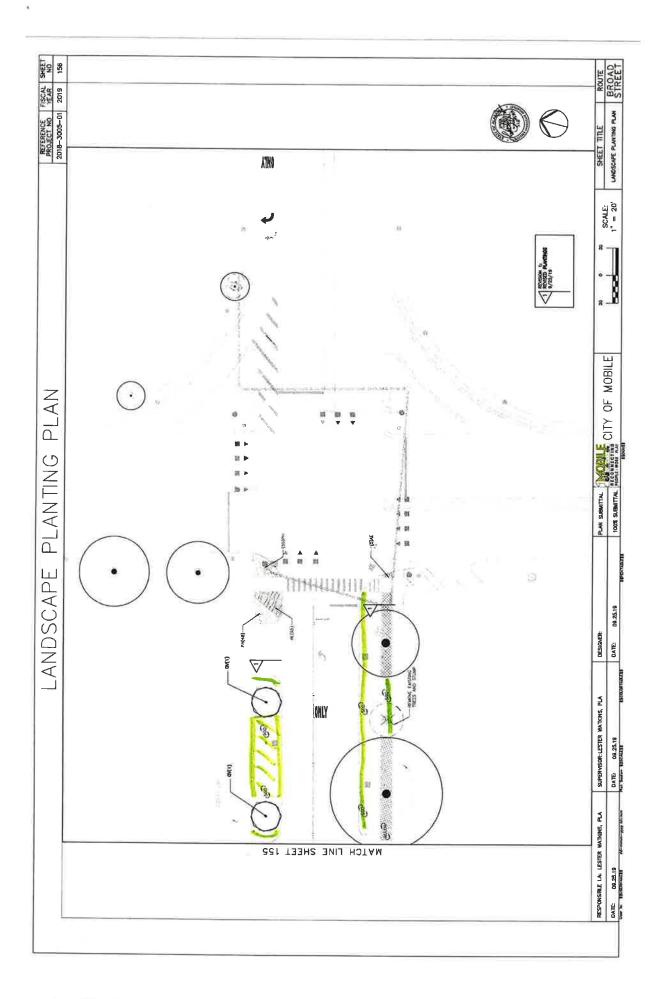


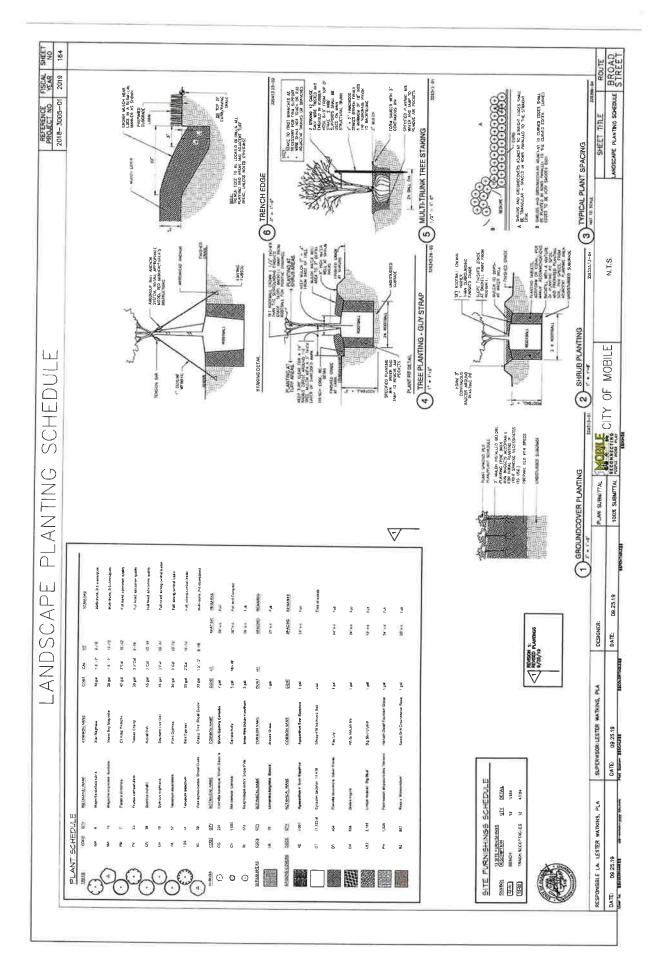












# Grelot Rd Median Landscaping

Cody Rd to Hillcrest Rd



# Median 1 (work previously completed)



3,259.2 Sq Feet (US)

Clear

Area (ft²): 3259.2

Max Length (ft): 290

Max Width (ft):

Volume of Mulch (yd³): 20

Mulch Reapplication (yd³): 20

Top Soil (yd³): 5

8-8-8 Fertilizer (qt): 33

Lime (lb): 1630

Trees Present: 10

Tree Removals: 0

Stumps: 0

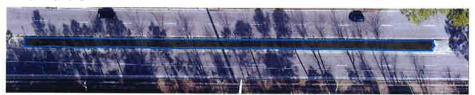
Crepe Myrtles Replacements: 0



# 399 Sq Feet (US)

Clear

Area (ft<sup>2</sup>): 399 Max Length (ft): 74 Max Width (ft): 7 Volume of Mulch (yd³): 2 Mulch Reapplication (yd3): 2 Top Soil (yd³): 1 8-8-8 Fertilizer (qt): 4 Lime (lb): 200 Trees Present: 0 Tree Removals: 0 Stumps: 0 **Crepe Myrtles Replacements:** 0 Evergreen Giant Liriope: 14 Muhly Grass: 8 Mojo Pittosporum: 8 Little John Dwarf Bottlebrush: 10



3,041.4 Sq Feet (US)

Alv	
Area (ft²):	3041.4
Max Length (ft):	383
Max Width (ft):	10
Volume of Mulch (y³):	19
Mulch Reapplication (yd³):	19
Top Soil (yd³):	5
8-8-8 Fertilizer (qt):	30
Lime (lb):	1521
Trees Present:	14
Tree Removals:	0
Stumps:	1
Crepe Myrtles Replacements:	1
Evergreen Giant Liriope:	28
Muhly Grass:	12
Mojo Pittosporum:	16
Little John Dwarf Bottlebrush:	14



1,429.7 Sq Feet (US)

Clear

Area (ft<sup>2</sup>): 1429.7 Max Length (ft): 208 Max Width (ft): 9 Volume of Mulch (y³): 9 Mulch Reapplication (yd3): 9 Top Soil (yd³): 2 8-8-8 Fertilizer (qt): 14 Lime (lb) 715 Trees Present: 0 Tree Removals: 0 Stumps: 0 **Crepe Myrtles Replacements:** 0 Evergreen Giant Liriope: 48 Muhly Grass: 15 Mojo Pittosporum: 16 Little John Dwarf Bottlebrush: 14



1,614.6 Sq Feet (US)

Area (ft²):	1614.6
Max Length (ft):	238
Max Width (ft):	9
Volume of Mulch (y³):	10
Mulch Reapplication (yd³):	10
Top Soil (yd³):	2
8-8-8 Fertilizer (qt):	16
Lime (lb)	807
Trees Present:	6
Tree Removals:	0
Stumps:	0
Crepe Myrtles Replacements:	0
Evergreen Giant Liriope:	28
Muhly Grass:	8
Mojo Pittosporum:	8
Little John Dwarf Bottlebrush:	6



1,631 Sq Feet (US)

Area (ft²):	1631
Max Length (ft):	205
Max Width (ft):	9
Volume of Mulch (y³):	10
Mulch Reapplication (yd³):	10
Top Soil (yd³):	3
8-8-8 Fertilizer (qt):	16
Lime (lb)	816
Trees Present:	9
Tree Removals:	0
Stumps:	1
Crepe Myrtles Replacements:	1
Evergreen Giant Liriope:	16
Muhly Grass:	4
Mojo Pittosporum:	8
Little John Dwarf Bottlebrush:	10



1,348.5 Sq Feet (US)

Area (ft²):	1348.5
Max Length (ft):	167
Max Width (ft):	9
Volume of Mulch (y³):	8
Mulch Reapplication (yd³):	8
Top Soil (yd³):	2
8-8-8 Fertilizer (qt):	13
Lime (lb)	674
Trees Present:	7
Tree Removals:	1
Stumps:	0
Crepe Myrtles Replacements:	1
Evergreen Giant Liriope:	18
Muhly Grass:	6
Mojo Pittosporum:	6
Little John Dwarf Bottlebrush:	6



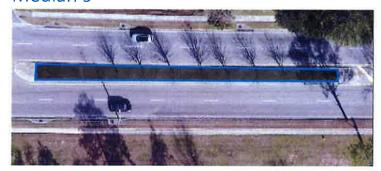
3,683.1 Sq Feet (US)

Area (ft²):	3683.1
Max Length (ft):	405
Max Width (ft):	9
Volume of Mulch (y³):	23
Mulch Reapplication (yd <sup>3)</sup> :	23
Top Soil (yd³):	6
8-8-8 Fertilizer (qt):	37
Lime (lb)	1842
Trees Present:	17
Tree Removals:	0
Stumps:	1
Crepe Myrtles Replacements:	1
Evergreen Giant Liriope:	36
Muhly Grass:	16
Mojo Pittosporum:	20
Little John Dwarf Bottlebrush:	18

# Hillcrest Rd to University Blvd



# Median 9



2,127.2 Sq Feet (US)

Clear

Area (ft<sup>2</sup>): 2127.2 Max Length (ft): 229 Max Width (ft): 9 Volume of Mulch (y³): 13 Mulch Reapplication (yd3): 13 Top Soil (yd³): 3 8-8-8 Fertilizer (qt): 21 Lime (lb) 1064 Trees Present: 9 Tree Removals: 0 Stumps: 0 **Crepe Myrtles Replacements:** 0 Evergreen Giant Liriope: 20 Muhly Grass: 6

6

6

Mojo Pittosporum:

Little John Dwarf Bottlebrush:



3,528.3 Sq Feet (US)

Clear

 Area (ft²):
 3,528.3

 Max Length (ft):
 399

 Max Width (ft):
 9

 Volume of Mulch (y³):
 22

Mulch Reapplication (yd³): 22

Top Soil (yd³): 5

8-8-8 Fertilizer (qt): 35

Lime (lb) 1764

Trees Present: 18

Tree Removals: 0

Stumps: 0

Crepe Myrtles Replacements: 0

Evergreen Giant Liriope: 12

Muhly Grass: 2

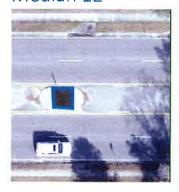
Mojo Pittosporum: 4

Little John Dwarf Bottlebrush: 8



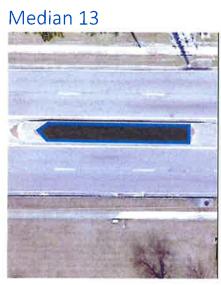
# 528.1 Sq Feet (US)

Area (ft²):	528.1
Max Length (ft):	60
Max Width (ft):	9
Volume of Mulch (y³):	3
Mulch Reapplication (yd³:	3
Top Soil (yd³):	1
8-8-8 Fertilizer (qt):	5
Lime (lb)	264
Trees Present:	2
Tree Removals:	0
Stumps:	1
Crepe Myrtles Replacements:	1
Evergreen Giant Liriope:	0
Muhly Grass:	0
Mojo Pittosporum:	0
Little John Dwarf Bottlebrush:	0



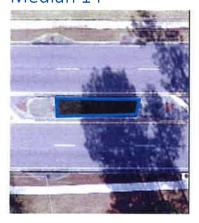
# 91.7 Sq Feet (US)

Area (ft²):	91.7	
Max Length (ft):		10
Max Width (ft):		10
Volume of Mulch (y³):		1
Mulch Reapplication (yd³):		1
Top Soil (yd³):		0
8-8-8 Fertilizer (qt):		1
Lime (lb)		46
Trees Present:		0
Tree Removals:		0
Stumps:		0
Crepe Myrtles Replacements:		0
Evergreen Giant Liriope:		6
Muhly Grass:		0
Mojo Pittosporum:		0
Little John Dwarf Bottlebrush:		2



# 601.1 Sq Feet (US)

Area (ft²):	601.1
Max Length (ft):	71
Max Width (ft):	9
Volume of Mulch (y³):	4
Mulch Reapplication (yd³):	4
Top Soil (yd³):	1
8-8-8 Fertilizer (qt):	6
Lime (lb)	301
Trees Present:	0
Tree Removals:	0
Stumps:	0
Crepe Myrtles Replacements:	0
Evergreen Giant Liriope:	18
Muhly Grass:	8
Mojo Pittosporum:	10
Little John Dwarf Bottlebrush:	12



# 322.5 Sq Feet (US)

Area (ft²):	322.5
Max Length (ft):	41
Max Width (ft):	9
Volume of Mulch (y³):	2
Mulch Reapplication (yd³):	2
Top Soil (yd³):	1
8-8-8 Fertilizer (qt):	3
Lime (lb)	161
Trees Present:	0
Tree Removals:	0
Stumps:	0
Crepe Myrtles Replacements:	0
Evergreen Giant Liriope:	10
Muhly Grass:	4
Mojo Pittosporum:	6
Little John Dwarf Bottlebrush:	6



14

3,275.9 Sq Feet (US)

Clear

Area (ft<sup>2</sup>): 3275.9 Max Length (ft): 382 Max Width (ft): 9 Volume of Mulch (y³): 20 Mulch Reapplication (yd<sup>3)</sup>: 20 Top Soil (yd³): 5 8-8-8 Fertilizer (qt): 33 Lime (lb) 1638 Trees Present: 15 Tree Removals: 0 Stumps: 0 **Crepe Myrtles Replacements:** 0 Evergreen Giant Liriope: 20 Muhly Grass: 8 Mojo Pittosporum: 12

Little John Dwarf Bottlebrush:



1,904.9 Sq Feet (US)

Area (ft²):	1904.9
Max Length (ft):	227
Max Width (ft):	9
Trees Present:	4
Volume of Mulch (y³):	12
Mulch Reapplication (yd³):	12
Top Soil (yd³):	3
8-8-8 Fertilizer (qt):	19
Lime (lb)	952
Tree Removals:	0
Stumps:	0
Crepe Myrtles Replacements:	0
Evergreen Giant Liriope:	38
Muhly Grass:	16
Mojo Pittosporum:	22
Little John Dwarf Bottlebrush:	20



# 474.8 Sq Feet (US)

Area (ft²):	474.8
Max Length (ft):	59
Max Width (ft):	9
Volume of Mulch (y³):	3
Mulch Reapplication (yd³):	3
Top Soil (yd³):	1
8-8-8 Fertilizer (qt):	5
Lime (lb)	237
Trees Present:	0
Tree Removals:	0
Stumps:	0
Crepe Myrtles Replacements:	0
Evergreen Giant Liriope:	18
Muhly Grass:	8
Mojo Pittosporum:	6
Little John Dwarf Bottlebrush:	8



# 747.6 Sq Feet (US)

Clear

Area (ft²): 747.6 Max Length (ft): 100 Max Width (ft): 9 Volume of Mulch (y³): 5 Mulch Reapplication (yd³): 5 Top Soil (yd³): 1 8-8-8 Fertilizer (qt): 7 Lime (lb) 374 Tree Removals: 0 Stumps: 0 **Crepe Myrtles Replacements:** 0 **Evergreen Giant Liriope:** 18 Muhly Grass: 8 Mojo Pittosporum: 10 Little John Dwarf Bottlebrush: 12



# 911.5 Sq Feet (US)

Area (ft²):	911.5
Max Length (ft):	100
Max Width (ft):	13
Volume of Mulch (y³):	6
Mulch Reapplication (yd³):	6
Top Soil (yd³):	1
8-8-8 Fertilizer (qt):	9
Lime (lb)	457
Trees Present:	0
Tree Removals:	0
Stumps:	0
Crepe Myrtles Replacements:	0
Evergreen Giant Liriope:	18
Muhly Grass:	7
Mojo Pittosporum:	8
Little John Dwarf Rottlehrush	٥

The following may be of some assistance in creating your bid response.

The quantities are estimates only. Your numbers will be different.

Our numbers are guesses.

DO NOT use our numbers as the basis for your bid.

item No.	Description	Unit	Qty	Unit Price Written in Words	Unit Price	Total	
1	Pneumatic Air Spade Median in accordance with attached specifications around trees.	SY	900.00	Dollars		\$	
				Cents			
2	Planting Bed Preparation and Aeration	SY	600.00	Dollars	)	\$	
				Cents			
3	Soil Amenities As Required and Specified in Bid Document	SY	1500.00	Dollars		\$	
				Cents			
4	Diseased/Damaged Tree Removal including Stump /Root removal	EA	30.00	Doilars		\$	
				Cents			

Safety

Item No.	Description	Unit	Qty	Unit Price Written in Words	Unit Price	Total
5	Traffic Control Per City of Mobile MUTCD Guidelines	LS	1.00	Dollars		\$ -
				Cents		

### **Plant Material**

Item No.	Description	Unit	Qty	Unit Price Written in Words	Unit Price	Total
6	Muhly Grass (Three Gallon Containers)	EA	270.00	Dollars		\$
	<u> </u>			Cents		
7	Evergreen Giant Lriope (One Gallon Containers)	EA	450.00	Dollars	=	\$ =
	containers,			Cents		
8	Mojo Pittosporum (Three Gallon Containers	EA	300.00	Dollars		\$ -
	0			Cents		
9	Oakland Holly (Thirty Gallon Containers)	EA	40.00	Dollars		\$
				Cents		

10	Little John Dwarf Bottlebrush (Three Gallon Containers)	EA	180.00	Dollars  Cents	\$ <b>%</b> (
11	Crepe Myrtle Trees (Thirty Gallon Containers per spec's and variety)	EA	30.00	Dollars Cents	\$ 2
12	Jasmine (4" Containers)	EA	1000.00	Dollars ————————————————————————————————————	\$ ×
13	Mulch as Specified in Bid Documents 4" Thick mixed hardwood mulch twice per season ( at completion and before warranty end)	CY	165.00	Dollars Cents	\$ ÷

### Misc.:

Item No.	Description	Unit	Qty	Unit Price Written in Words	Unit Price	Total
14	Top Soil	СҮ ТВМ	200.00	Dollars		\$ -
			Cents			
13	Type B Silt Fence including Removal	LF	500.00	Dollars		\$ -
			Cents			
14	8" Minimum Wattles for Inlet Protection	LF	40.00	Dollars		\$
				Cents		
15	Work of Similar Nature Utilizing Bld Items and Unit Prices TBD by Engineer	LS	1.00	Five Thousand Dollars and No Cents	\$ 5,000.00	\$ 5,000.00

TOTAL	\$	
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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	a.				

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. <u>Insurance</u>: 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. <u>Breach of Contract</u>: 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.** <u>Entire Agreement</u>: 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.** <u>Licenses, permits, etc.</u>: 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. <u>Nondiscrimination</u>: 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. <u>Method of Payment</u>: 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. <u>Termination of Contract</u>: 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 <u>ATTN</u>: 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.** <u>Assertion of Rights</u>: 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	Provi	der	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		
and State, hereby certify the known to me, acknowledge	hat ged before me on this t being informed of the	the day of contents of the foregoing,
	Notary Public My Commission	n expires on:
CITY,		
Its Mayor	<del></del>	
<del></del>	Date	
ATTEST:		
City Clerk	Date	



# 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 insure that their bid response is delivered to and received in the Purchasing Department <u>before</u> 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)

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