SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

and correct invoice of competed order

Typed by:

Purchasing Department and Package Delivery:

Government Plaza 4th Floor, Room S-408 205 Government St. Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

Buyer: 002

This is Not an Order

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

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	Plea	se quote the lowe	est price at which yo	u will furnish	the article	s liste	a below	D Mobil	o to:	
DATE		BID NO.	DEPARTMENT		Commoditie	s to be o			e io:	
03/11	/2025	5935	PUBLIC	WORKS			As Dire	ecteu		
This bid	must be received	d and stamped by th	e Purchasing office not	later than:		12:01 J	PM, Frida	ıy, Ma	rch 28, 20)25
	Bid on this form ONLY. Make no changes on this form. Attach			h	UNIT	UNIT PRI	CE	EXTENS	ION	
QUANTITY	ARTICLES	any additional info	rmation required to this fo	orm.		Oluli	Dollars	Cents	Dollars	Cents
	HERE	BICIDE TREATM	MENT OF BATES I	FIELD LANI	OFILL					
		AND DR	AINAGE CHANNE	LS						
	The City of attached sp	f Mobile is seeking becifications.	bids on City of Mobile	as per the follo	owing and					
	Vendors sh specified b		cost of a complete Her	bicide Treatme	nt as		90.)			
	weeds and	to encourage the es	eatment as an application tablishment of desireable tractor otherwise. The praying based upon we	e City has the ri	ght to tell	1,2				
	starting in	the third week of A	areas treated (1 cycle) ugust and to be comple ss the City notifies the	ted by the end	of the					
	There is no	o guarantee on the n	umber of cycles to be	completed.						
	Since wear be determi	ther has a significan ined by the City of N	t impact on growth, op Mobile.	timum cycle tii	nes will					
	should be cycles to e	noted on the contract	, etc., disrupts the scheotor's submitted schedus in spraying cycle tim	ile of complete	d spraying					
			Page 1 of 5	ĕ				<u></u>		
							ТО	TAL		
	ONE SIGNED (OSED ENVELC	COPY OF THIS BID		State deliver	y time wit	_			eipt of F	P.O.
Phone N	lumber									
Email Ad	ddress			Signature _						
We will a	allow a discount	% 20 days from 0	date of receipt of goods	Type or Print	Name					

- 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 changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/
- 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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
- 20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
- 21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
- 22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
- 23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page_____ of____

	ADTICLES Bid on this form ONLY. Make no changes on this form. Additional		UNIT PRICE		EXTENS	ION
QUANTITY	ARTICLES information to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cents
	Page 2 of 5					
	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.					
	This bid will be awarded on a group basis.					
	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.					
	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:					
	-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.					
	The following is required and must be filled in:					
	Registration Number with Secretary of State Office					
	City of Mobile Business License Number					
	E-Verify Enrollment Number					
	Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YESNO					
	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.					
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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name		

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

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	APTICLES Bid on this form ONLY. Make no changes on this form. Additional	UNIT	UNIT PRI	CE	EXTENS	ION
JANTITY	ARTICLES information to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cents
	Page 3 of 5					
	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.		R			
	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.					
	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.					
	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.					
	City of Mobile provides a link to maps of the ditches and landfill.					
	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.					
	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.	1				
	When a Vendor submits their bill for a completed cycle, Vendor shall also include the following:					
	The Daily Pesticide/Herbicide Application sheet for each of the ditches in the bill being submitted. (see attached)					
	A bid bond is not required.					
	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 12:01 PM, Friday, March 28, 2025.					
	Any bids delivered after 12:01 PM will be returned unopened.					
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Firm Name	

We will allow a discount ______% 20 days from date of rece and correct invoice of competed order.

Page____ of____

		Bid on this form ONLY. Make no changes on this form. Additional UNIT		UNIT PRICE		EXTENS	ION
JANTITY	ARTICLES Bid on this form ONLY. Make no information to be submitted on s	eparate sheet and attached hereto.	UNIT -		Cents	Dollars	Cents
	Page 4 of 5						
1	It is the responsibility of the Vendor to have the	eir bid package delivered to the					
	Purchasing Department office and date stampe	d prior to the 12:01 PM, Friday,					
	March 28, 2025, date for the bid.						
	Be aware that there is limited parking around 2	205 Government Street and that					
	you may have to park some distance away.	205 Government Street and their					
	you may have to park some distance away.						
	Pricing for this bid to be good for the current s	eason to					
	December 31, 2025.						
		rections by a mail to					
	For questions about this bid submit your questions about this bid submit your questions are also are a submit your questions.	lestions by e-man to					
	purchasing@cityofmobile.org.		1 1				
	Under Alabama law current City of Mobile er	nployees and former employees					
	having left the City of Mobile service for less	than two (2) years, can not old,					
	hold City contract, or provide goods and servi	ces to the City of Mobile.					
	many to the second look for Add	landum(s) or undates at the City					
	Bidders should pay attention and look for Ado of Mobile bid site: cityofmobile.org/bid. Loo	sk under BID #5935.					
	of Mobile bid site: Cityoffhobite.org/old. Loc	ik direct <u>Bab Heyee.</u>					
	It is the bidder's responsibility to check for up	odates and addendums to this bid.					
1	The City of Mobile is not responsible if a bidden	der does not look for or include an					
	Addendum or changes in the bid specification	S					
	This is a sealed bid; your response must be in						
	BID #5935 on the outside and/or the date and	I time of the hid opening:					1
	12:01 PM, Friday, March 28, 2025.	1 2					
	Bids delivered in unmarked or mismarked en	velopes or packages and are opened	1				
	in error prior to the bid date will be unaccepta	ble and void to the City of Mobile.					
		u					
	The City reserves the right to award some,	all, or none of the blus received					
	on this bid.						
	This bid is being awarded for one (1) year pe	riod (Spraying Season). At the					
	ontion of the City of Mobile and the successf	ul Vendor(s), the City may extend					
	the award of this hid for two (2) additional ve	ears (Spraying Seasons). II					
- 1	extended the terms conditions and pricing s	hall not change. The City reserves					
	the right to extend all or none of the Herbicid	e awards for a second or third year.					
				 			
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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

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

Page_____ of ____

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UANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRI	CE Cents	EXTENS Dollars	Cents
	Page 5 of 5 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ 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.					
	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.					
	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. Any questions or problems, contact the City of Mobile Purchasing					
	Department at 251-208-7434 or purchasing@cityofmobile.org . CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ON AN ITEM OR GROUP BASIS.					
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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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We will allow a discount ______ % 20 days from date of receipt of goods and correct invoice of competed order.

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.
\$

City of Mobile Herbicide Treatment of Bates Field Landfill

Scope of Work:

Bates Landfill

This contract is for the purpose of herbicide treatments at the Bates Field Landfill to eliminate all broadleaves and vegetation, including reeds and bamboo, that may penetrate the landfill cap and establish a full cover of grass to prevent erosion.

For areas that include rip rap, the contractor is required to control all vegetation with a non-selective herbicide.

The contractor should be aware that the terrain at the landfill varies and some areas may be uneven and rugged.

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

Treatments:

- There shall be two treatments per year, the first starting the first full week in May and 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, not withstanding days where documented rainfall justifies a delay, are subject to a 1% penalty per day of the treatment price
- 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 similar to the scope of work required in this bid must be

submitted with the bid

o 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)

o Commercial Pesticide Applicator Certification for Rights of Way

 Someone possessing a State of Alabama Commercial Pesticide Applicator certified in Rights of Way 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 a cycle. 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.

When treating the landfill it will be necessary to notify the Mobile Airport

Authority to gain access to the property

 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

Contract employees shall be courteous to the public at all times

 Equipment operators shall yield to pedestrians and, when crossing roads, avoid disrupting vehicular activity

 Contract employees shall be neat and well groomed and shall wear identifiable uniforms

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 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 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.
- 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

City of Mobile Herbicide Treatment of Drainage Canals

Scope of Work:

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 a non-selective 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.

It is the contractors 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 with equipment.

Treatments:

- There shall be two treatments per year, the first starting the first full week in May and 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, not withstanding 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 and 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:

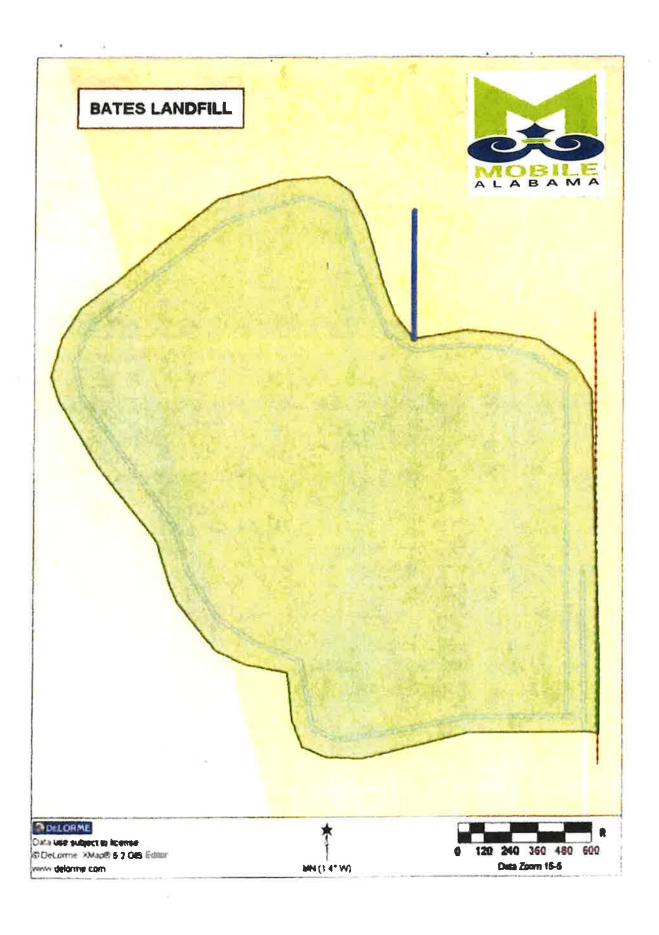
- Contractor shall comply with all applicable OSHA and ADEM rules and regulations.
- Contractor shall have an appropriate (right of ways and aquatics)
 Commercial Pesticide Applicators License; all regulations governing pesticide application shall be adhered to; applicator must have the appropriate license 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:

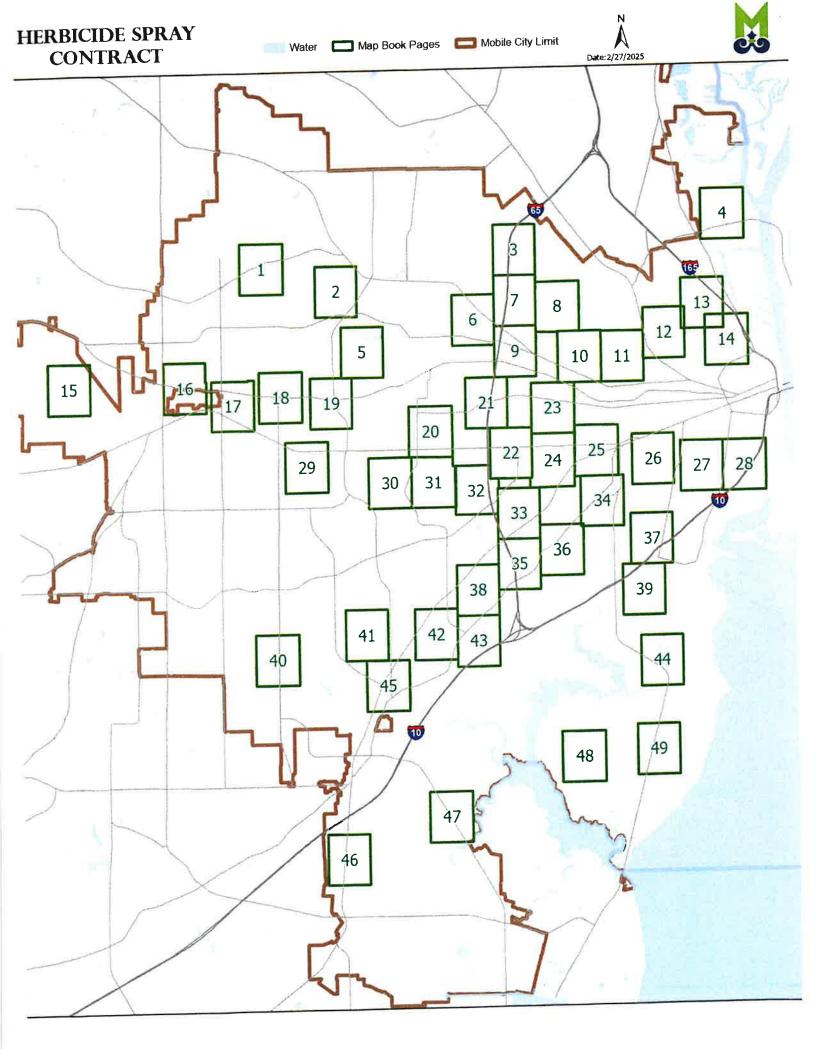
- When a cycle is completed the contractor shall notify the City that it is ready for inspection and submit an invoice
- Daily Pesticide Application Sheets must be submitted with the invoice; failure to do so may result in non-payment
- If, after inspection, it is concluded that the target vegetation 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

			Institute and	I Peaning	١	Unkin		Paring	Minord	
Date	Time	Chemical Name	EPA Registration Number	 mmine nt? Y or	Vind	ZS ft. of Storm Drain?	Rate	Amount Deed Liquid I'm gallons)	Amount Used Dry (in pounds)	Name of Applicator
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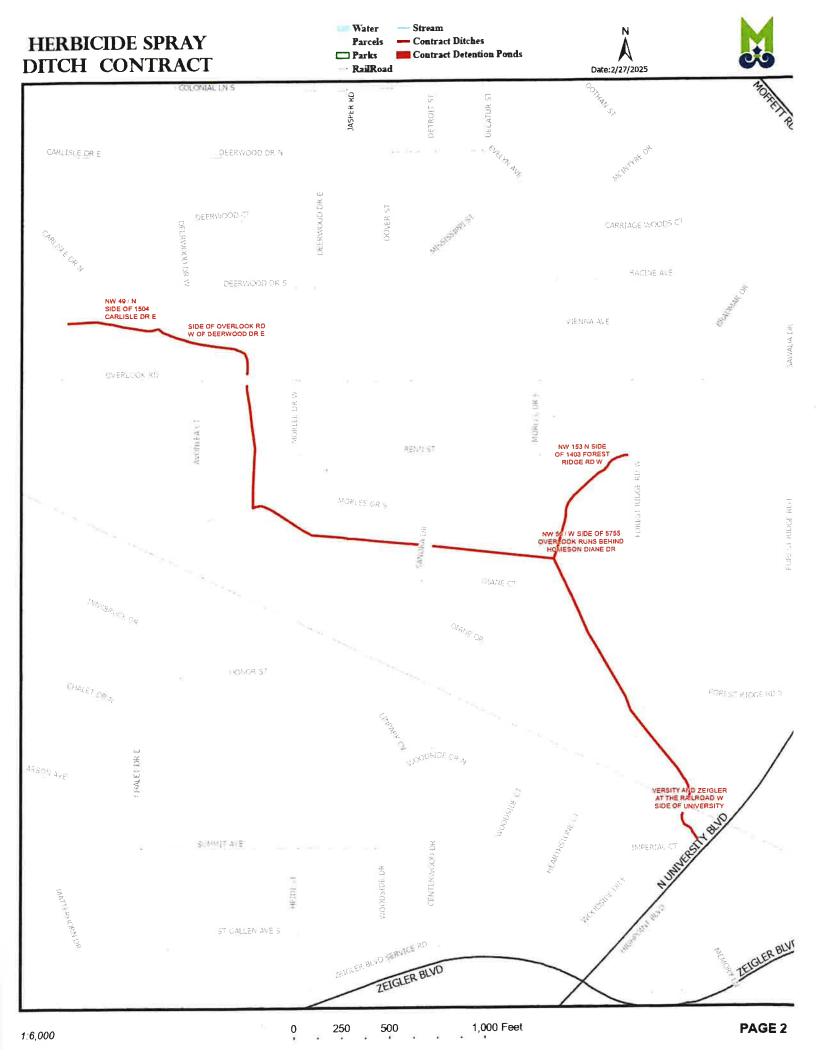
MAPS OF EACH DRAINAGE CHANNEL/AREA ARE VIEWABLE AT THE FOLLOWING LINK: Click on following or paste to your computer search

https://cityofmobile.maps.arcgis.com/home/item.html?id=6b56243fb1f74163aa24630ffe21a7b6



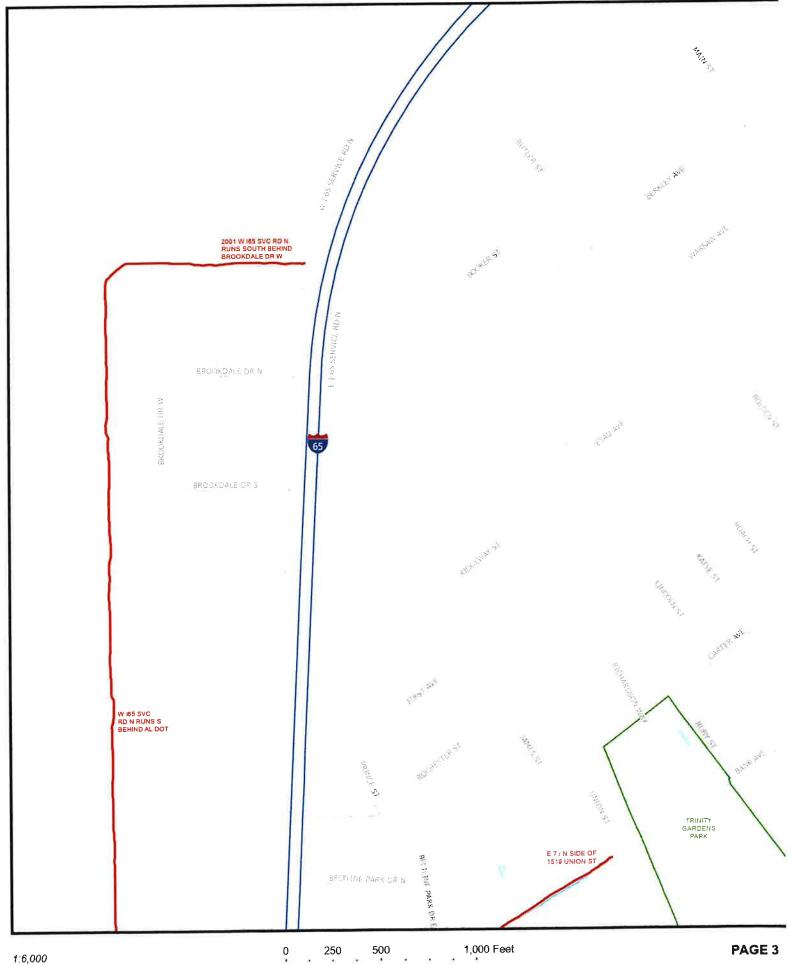
Water Stream HERBICIDE SPRAY Parcels Contract Ditches DITCH CONTRACT ☐ Parks Contract Detention Ponds RailRoad Date:2/27/2025 MOLRICH OR N MESTOCKE MAN WILLIAMSTOWNE CURV ALSTON CT W MOCH RICH WAY SUMMER PLACE OF W SUMMER PLACE I'R E HOOLRICH DRS LIONS GATE CT PRINCETON WOODS DR 5 SHIELDSWAY CT HOWELLS FERRY RD THISTLEWAITE DR MAGNICLIA WAY PRIVATE RD NW DETENTION POND 4 GARROW AVE KISLANKO ST GRACE ST NITHERS CT LAKE ST OVERLOOK PD RACHEL DR MIDDLE RING RD MIDDLE RING SERVICE RD

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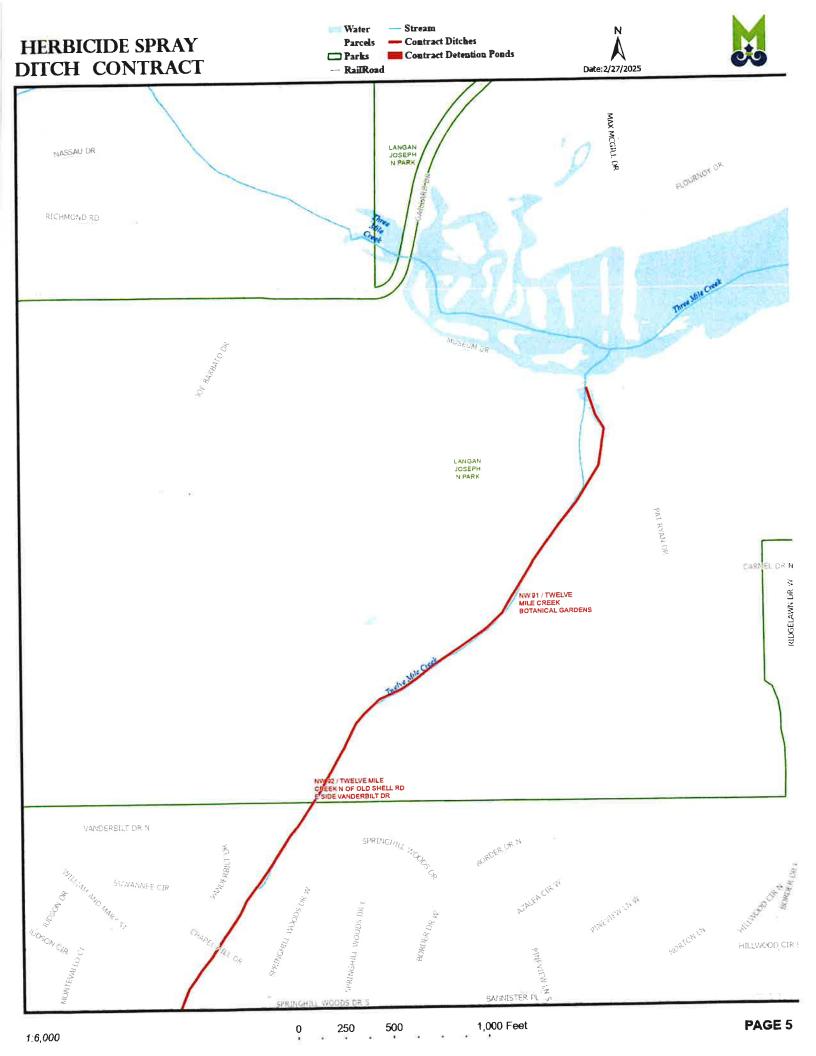








Contract Ditches HERBICIDE SPRAY Contract Detention Ponds Parks DITCH CONTRACT Date: 2/27/2025 - RailRoad JAKES LN LINCOLN AVE CHERRY ST WHITEEE MENAMAN UN REV ROBERT L HOPE COMMUNITY CENTER POSEPHS IN SHORT WILE ST WILEY LN EDWARDS or WOOD ALY IDE OF SHELBY ST RUNS TO PAPER MILL RD CENTER ST : RONT 51 SUSTE ATISLET ST KIDÐ JOHN PARK SHELBY ST PK TER LEE ST MACAZINE FFAZIER ST BAY BRIDGE RD CAMME ST CAMMEL ST PRIVATE RD CHIM ST PAGE 4











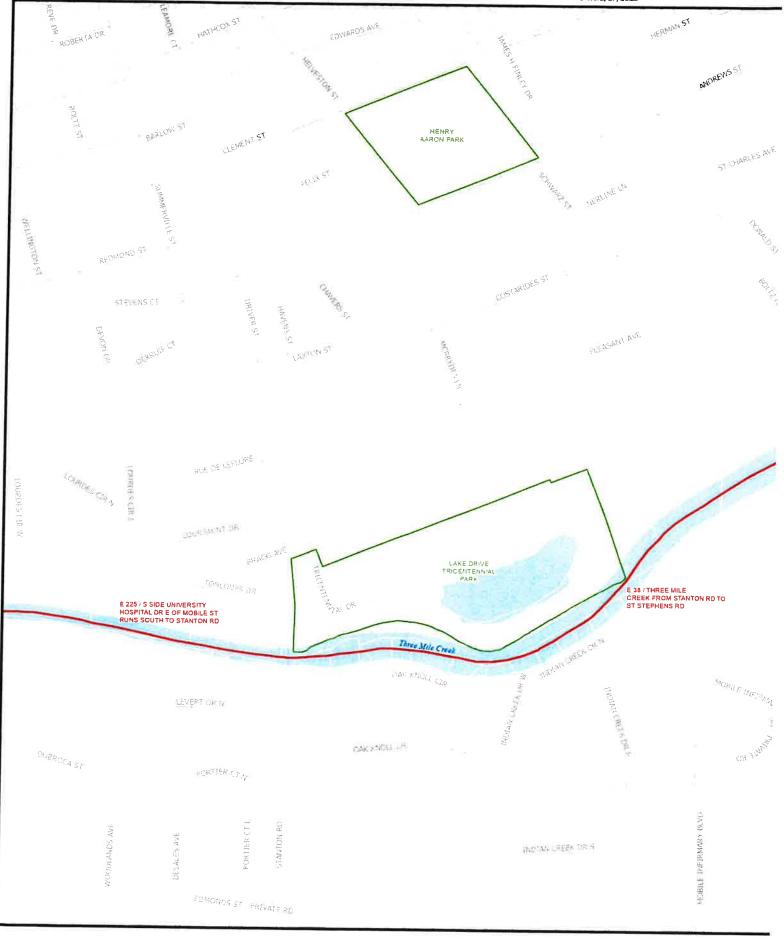
Water **Contract Ditches** HERBICIDE SPRAY **Parcels** Contract Detention Ponds 🗀 Parks DITCH CONTRACT Date: 2/27/2025 RailRoad RUSHING DR MILL ST MCLEMORE ST ROFIRIA DR OSEPHINE ST MCCARLEY ST HATHEOX ST REAVES ST WILLIE WOMANEST ST BAR, ON E 225 / S SIDE UNIVERSITY HOSPITAL DR E OF MOBILE ST RUNS SOUTH TO STANTON RD HETREZE ST CHEEK CIRCLE DK H Three Mile Creek eller je ho NALL ST a100€ 20 M EDGEWOOD ST E DETENTION POND 1 COHRON 51 BANKS ST RECONCTUDES $m_{\ell \in \mathcal{H}_{S,O,0}}$ ELSMORE ST ACMBS ON FREDERICK ST COSTARIDES ST Misking. WINGSTEED CIS MACARIA DR MOLEAN PARK AS THROW LASMINE ST LEVERT ON MRAKE ST SPRING HILL AVE M127 E 5-ENERGEN ST CARUTHERS W OLD SHELL RO 10th Grow or 5 PAGE 10 1,000 Feet 500 1:6,000

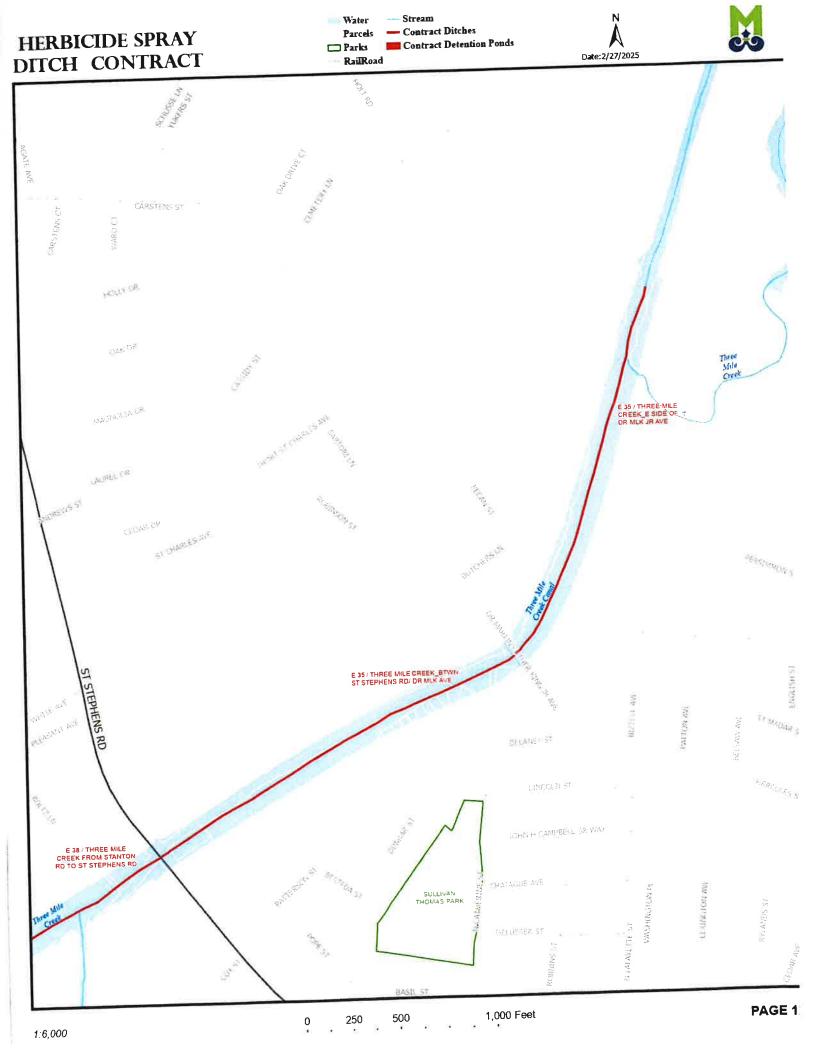
HERBICIDE SPRAY DITCH CONTRACT

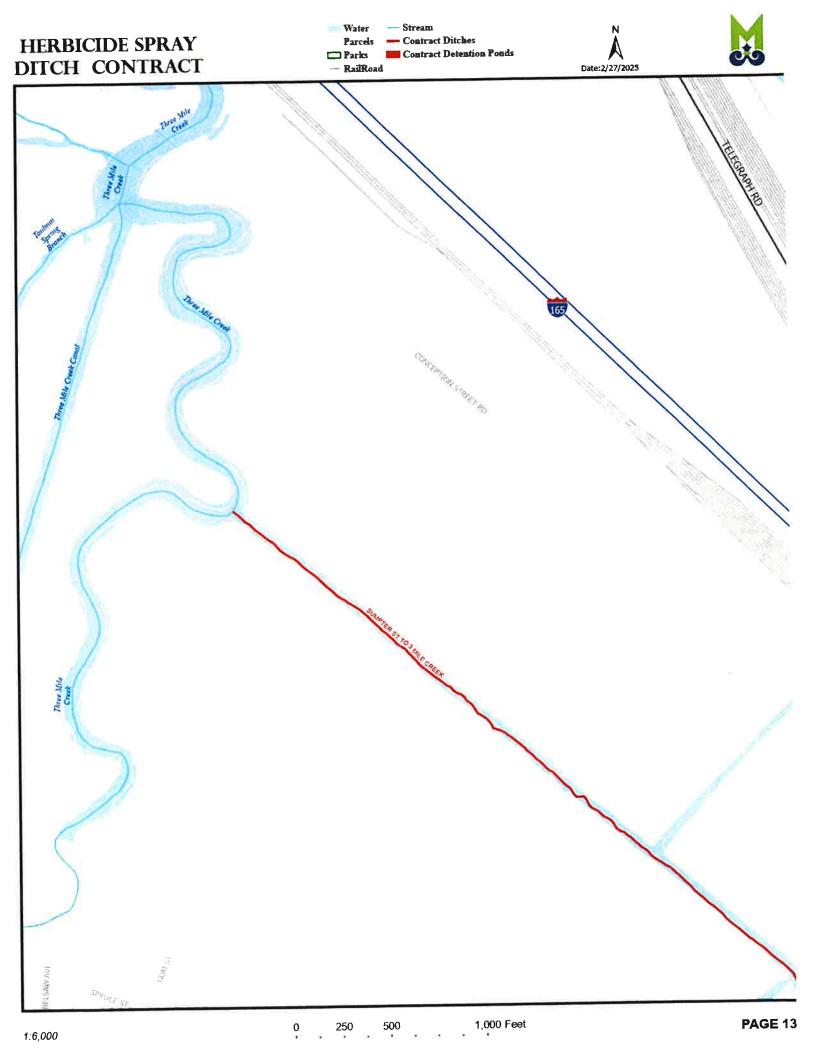


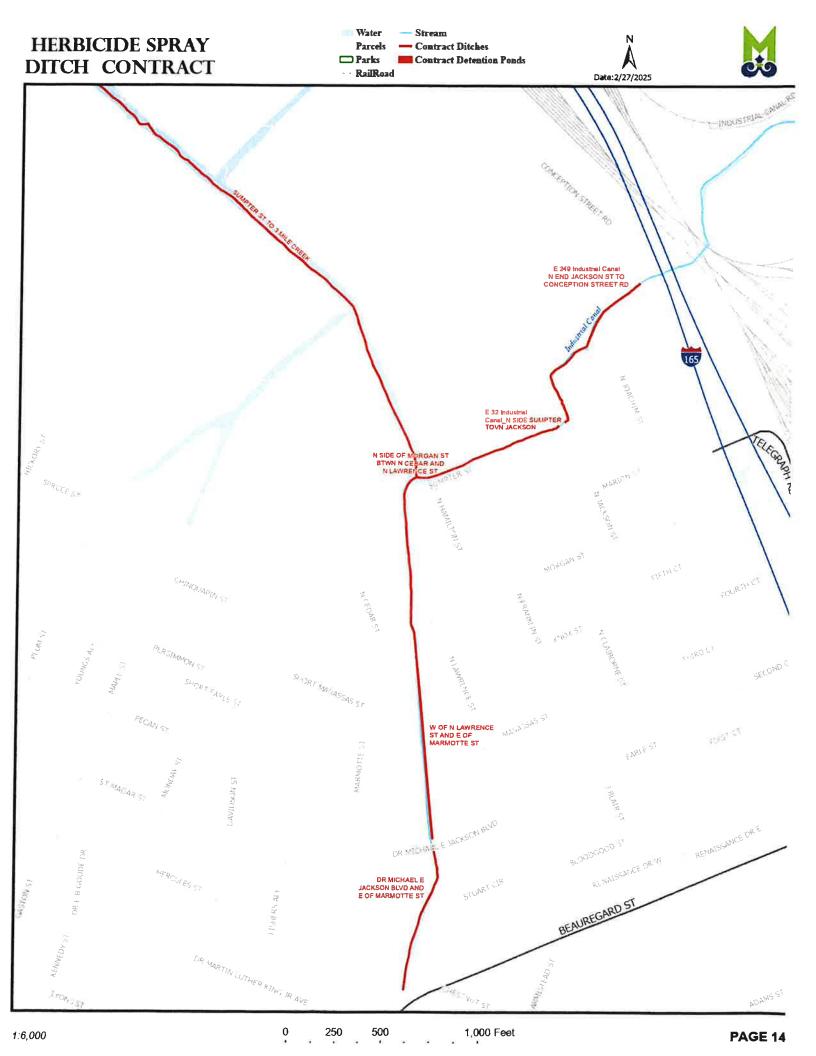






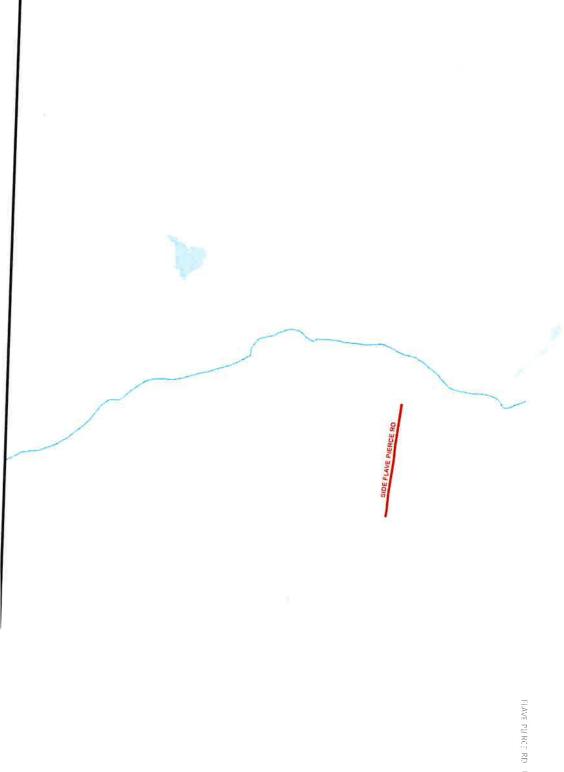


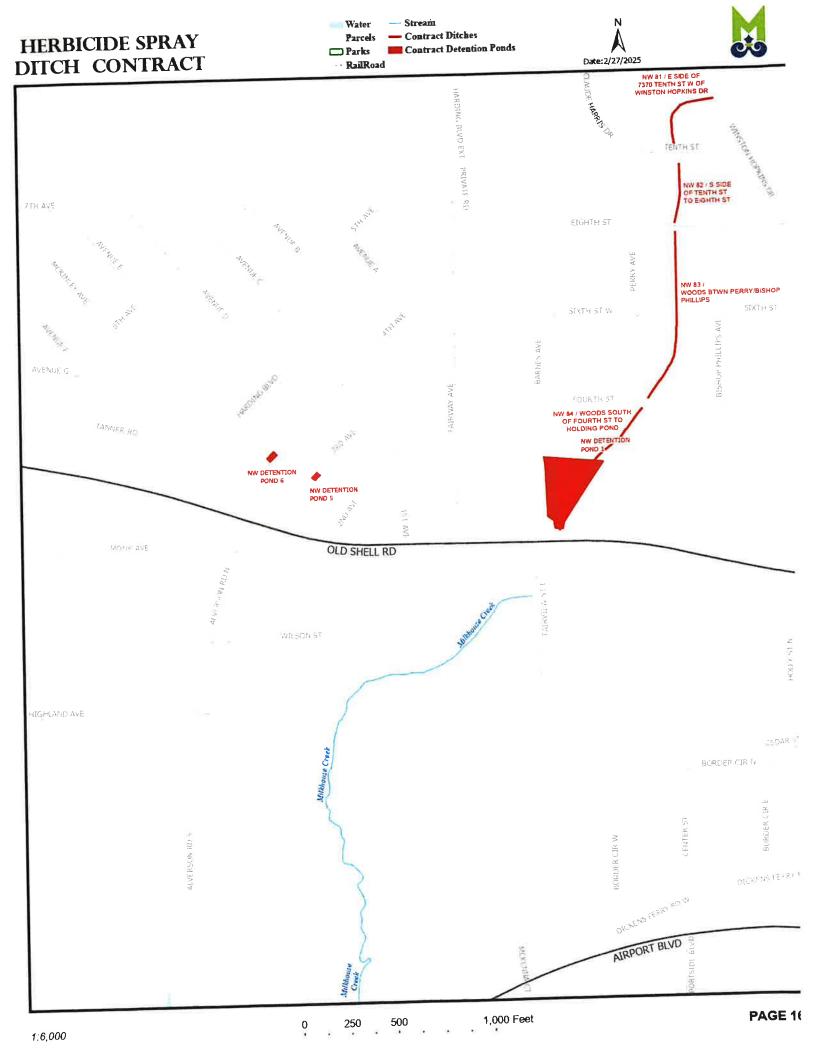


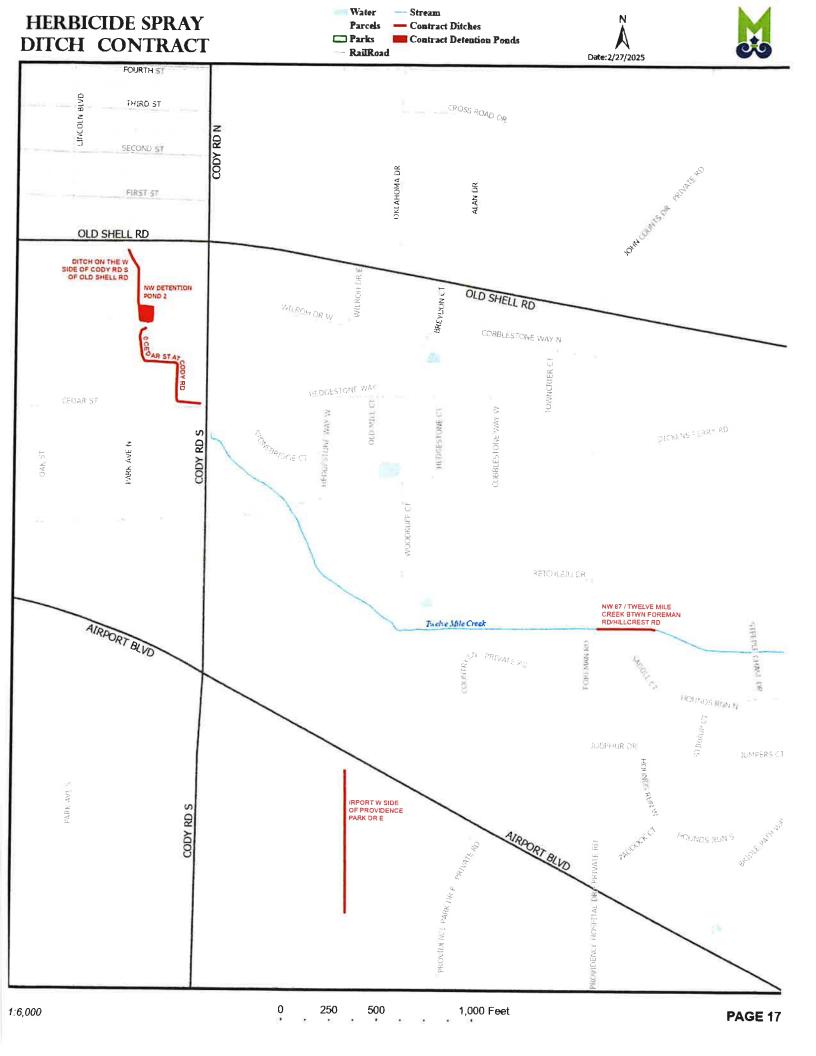








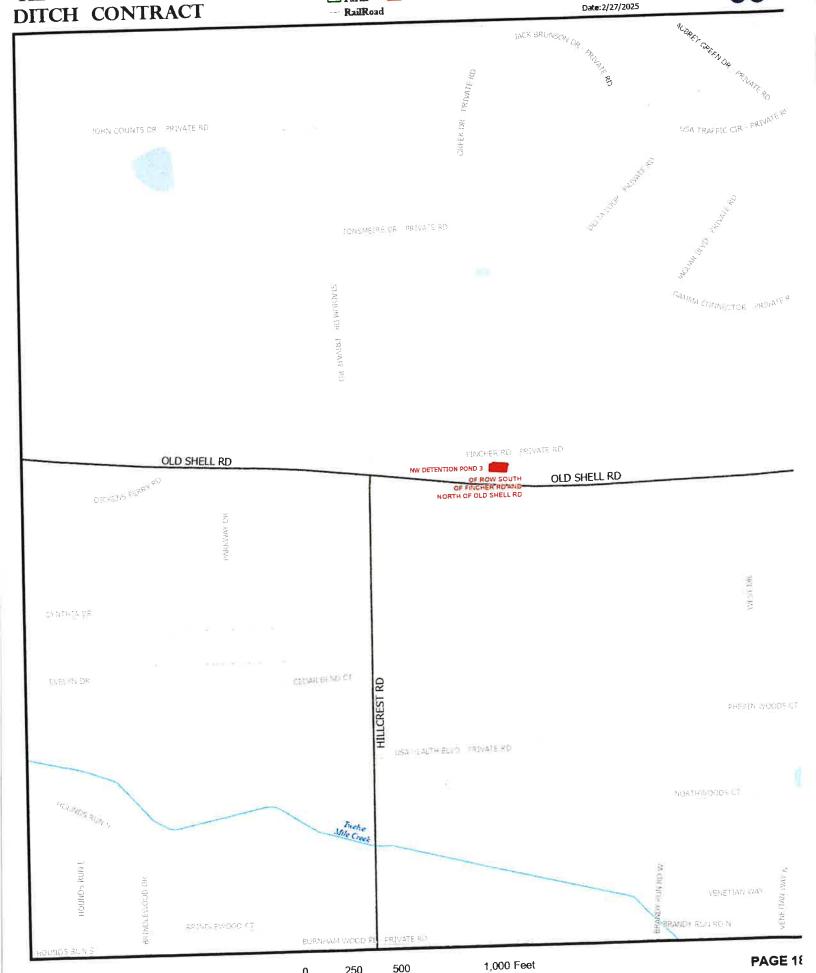


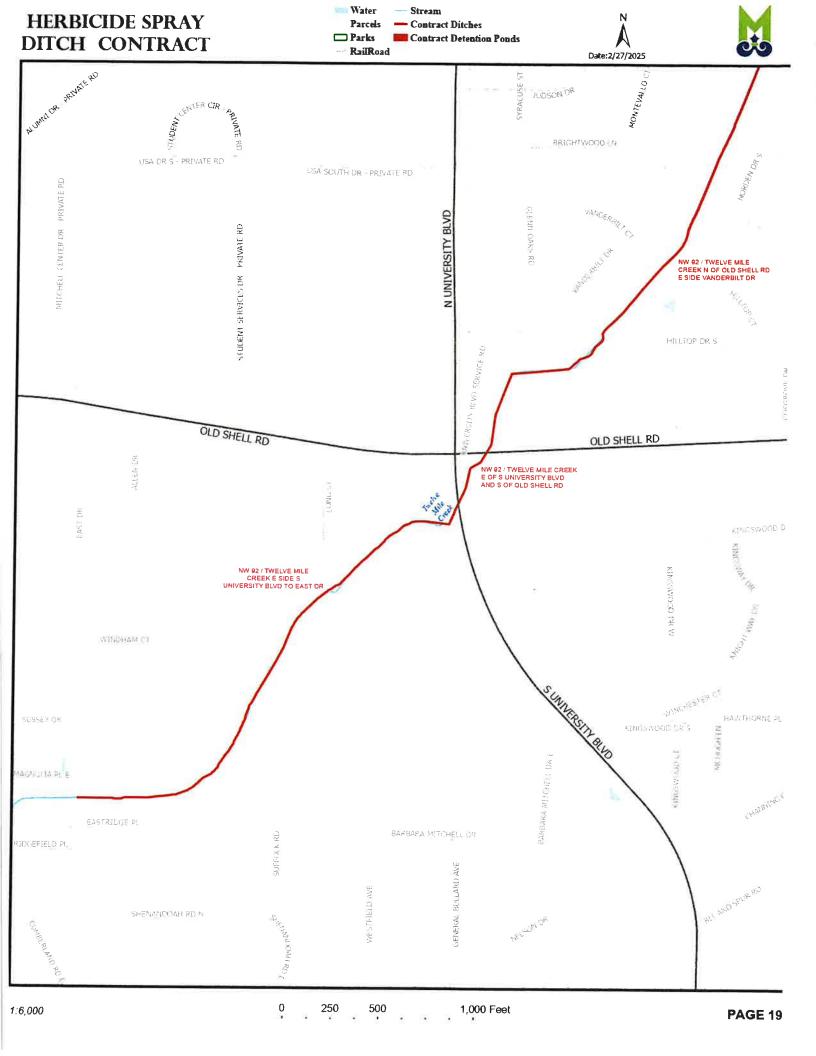










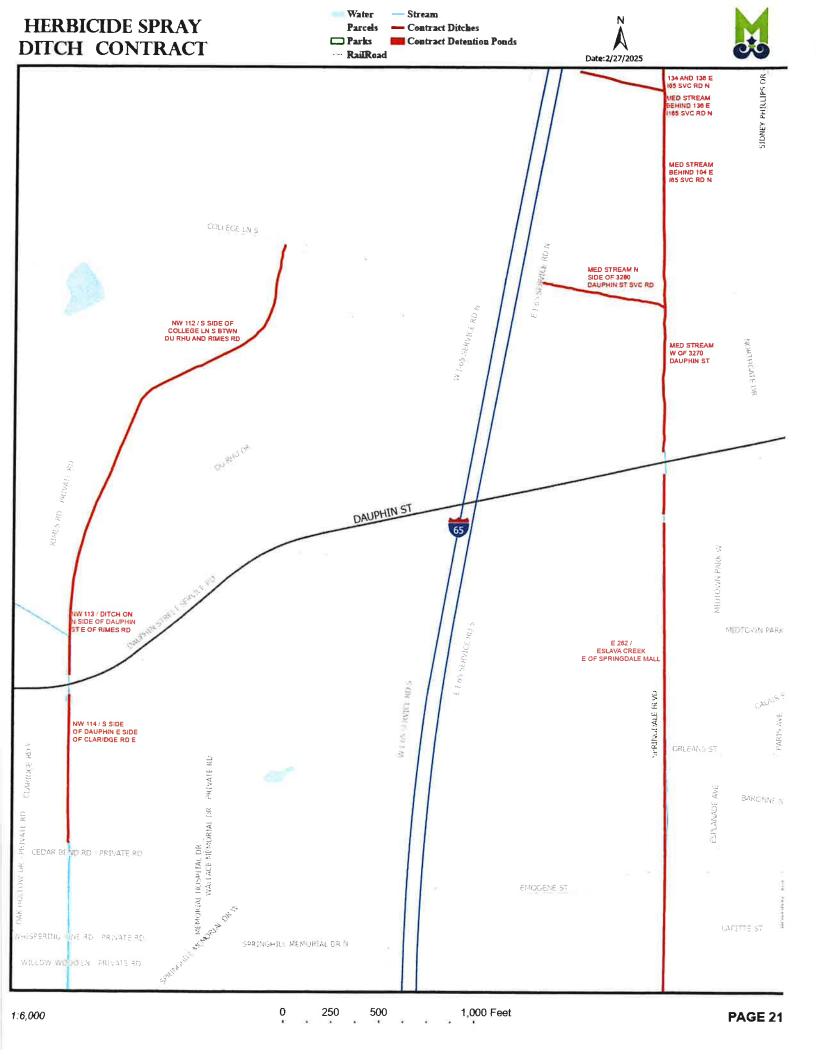


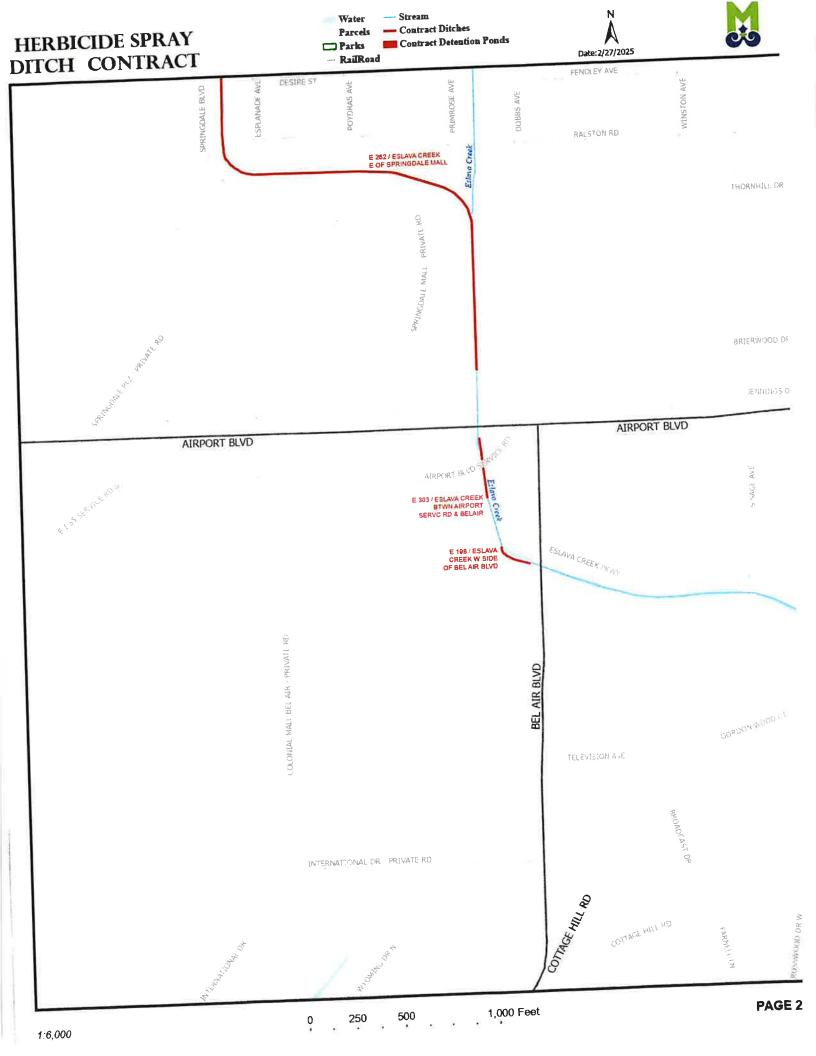




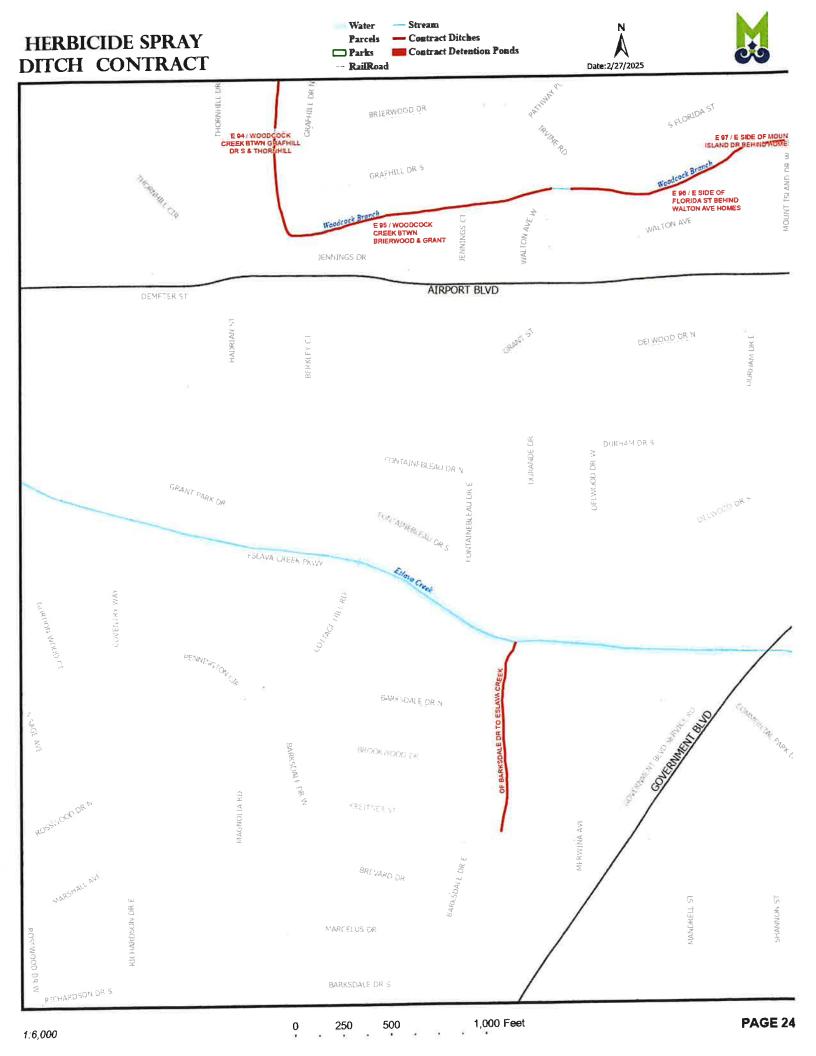


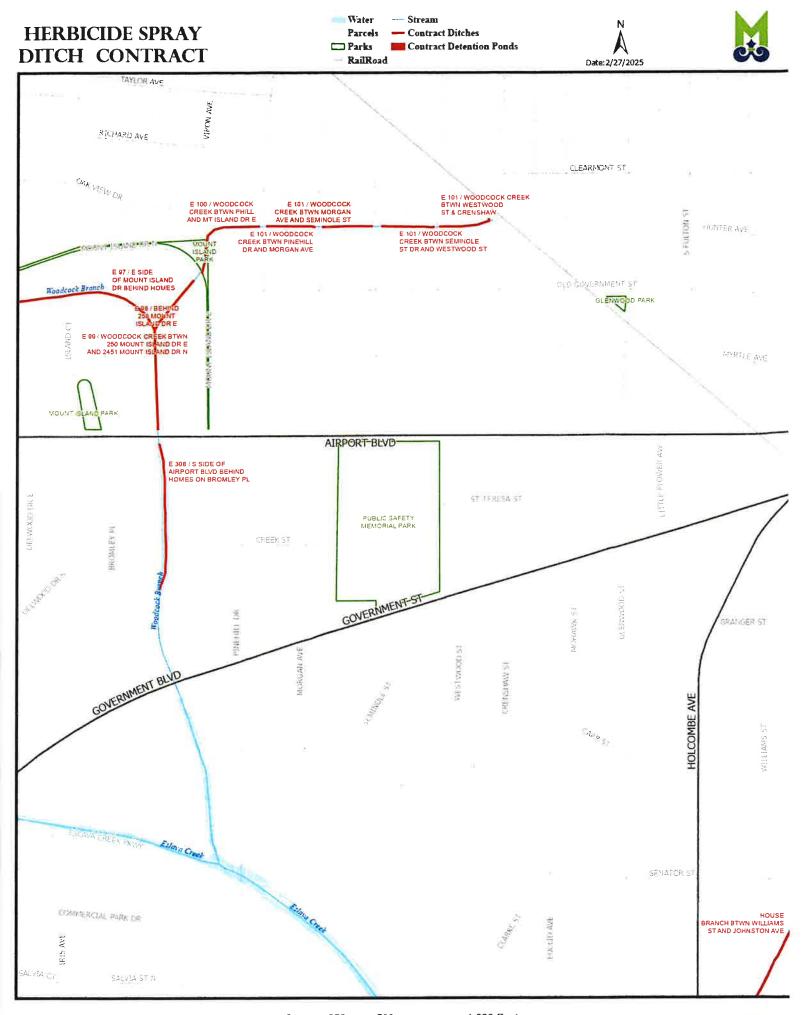










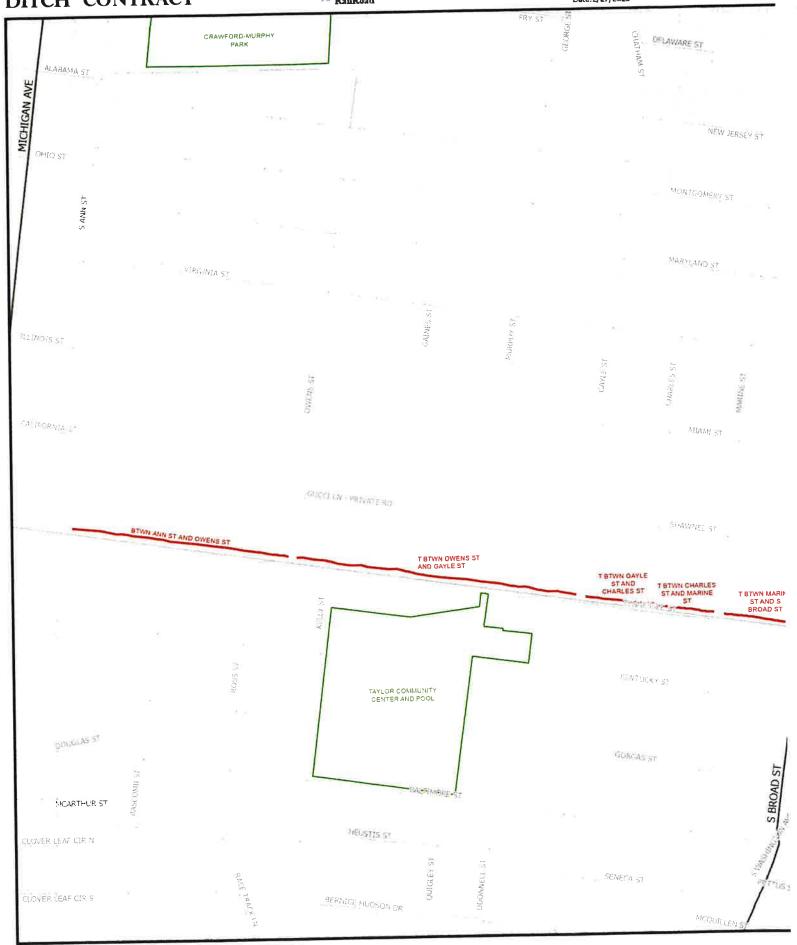


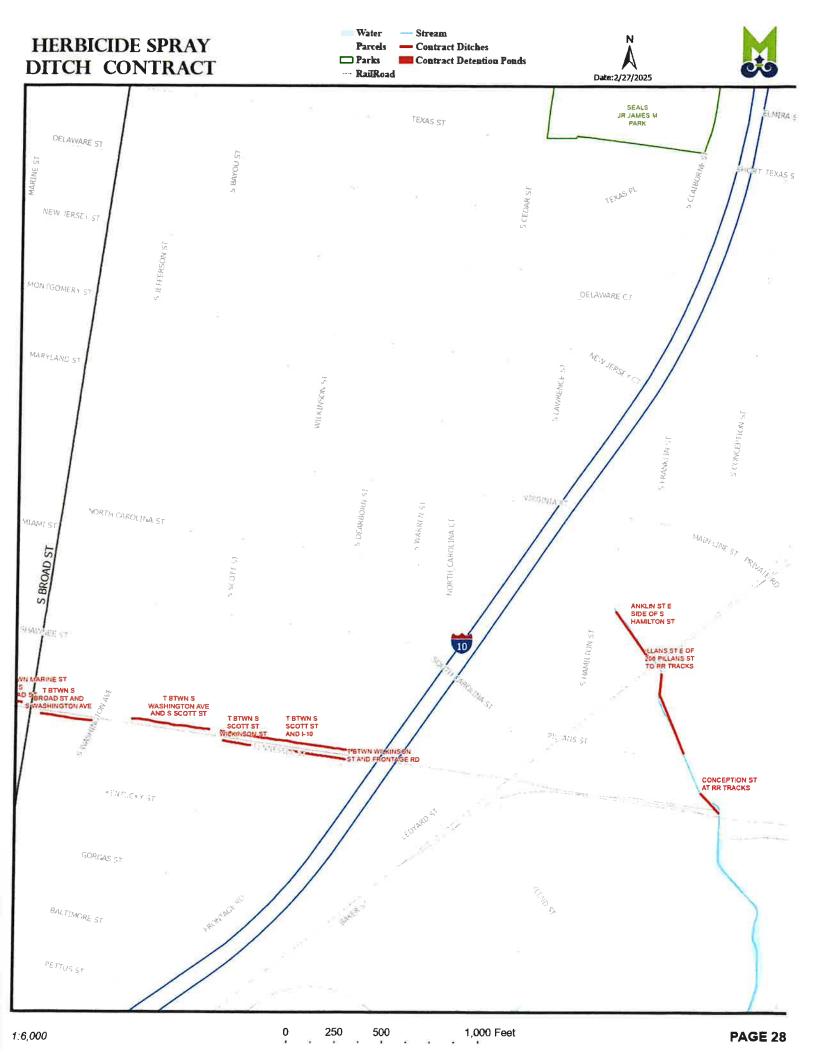
Stream Water Contract Ditches HERBICIDE SPRAY **Parcels** Contract Detention Ponds Parks DITCH CONTRACT Date: 2/27/2025 RailRoad CHURCH ST HUNTER AVE GOVERNMENT ST WONROE ST AIRPORT BLVD OLD GOVERNMENT ST WEST 51 PARK TER LAMAR ST ADLER AVI SK MILLAN AVE GURDANISI OHIO ST WEST AVE VIRGINAS F LA 54CLE 57 BLOOM ST (BB) 57 DUNICAN ST LOMEROY ST CALTERNATA GI E DETENTION POND 2 E DETENTION POND 3 SUREST AVE 144 OF LADD PEEBLES STADIUM BY RR TRACK TEMPLE TOPE MEROWAY AVE COBLINET STE LESENNE ST DUBLIN ST SMENT ST EFLEAST 51

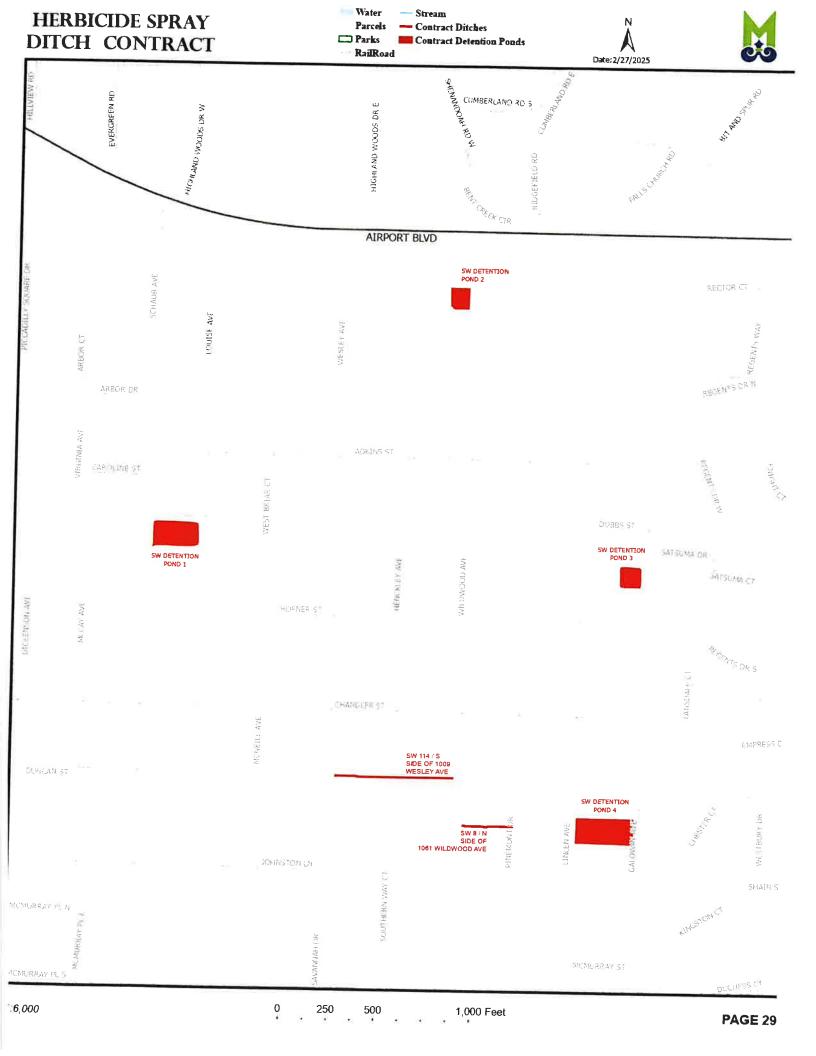
Water Stream
Parcels Contract Ditches
Parks Contract Detention Ponds
RailRoad



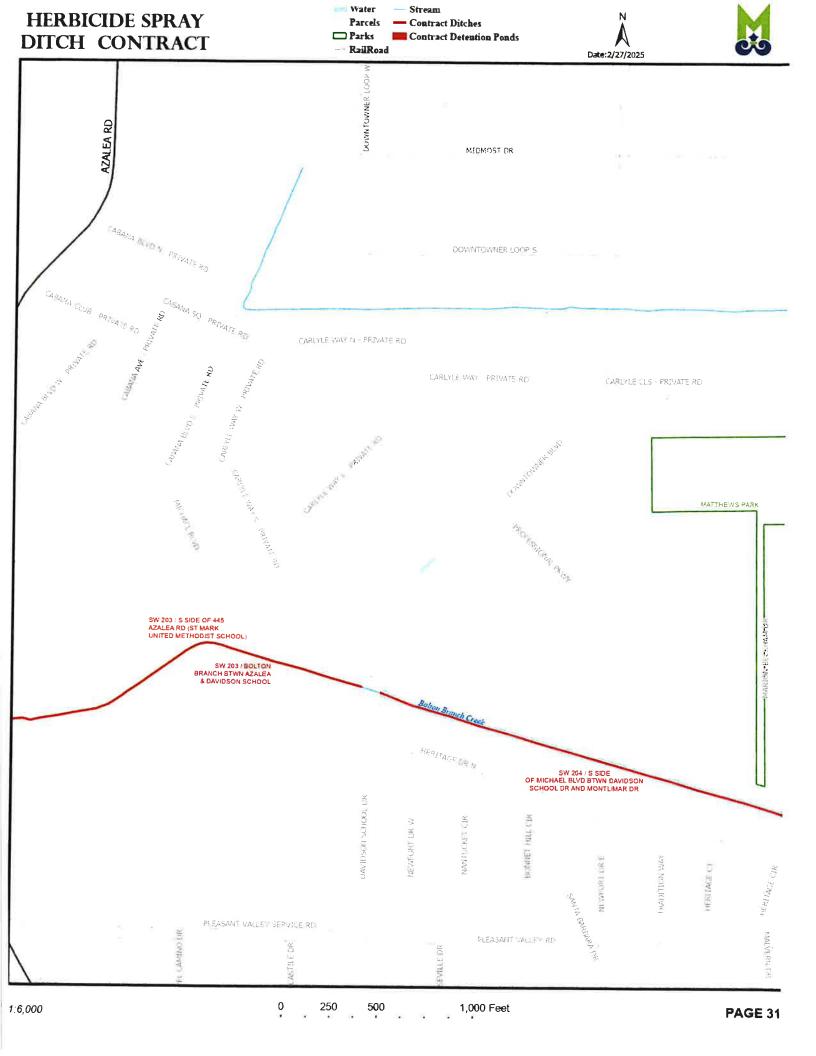


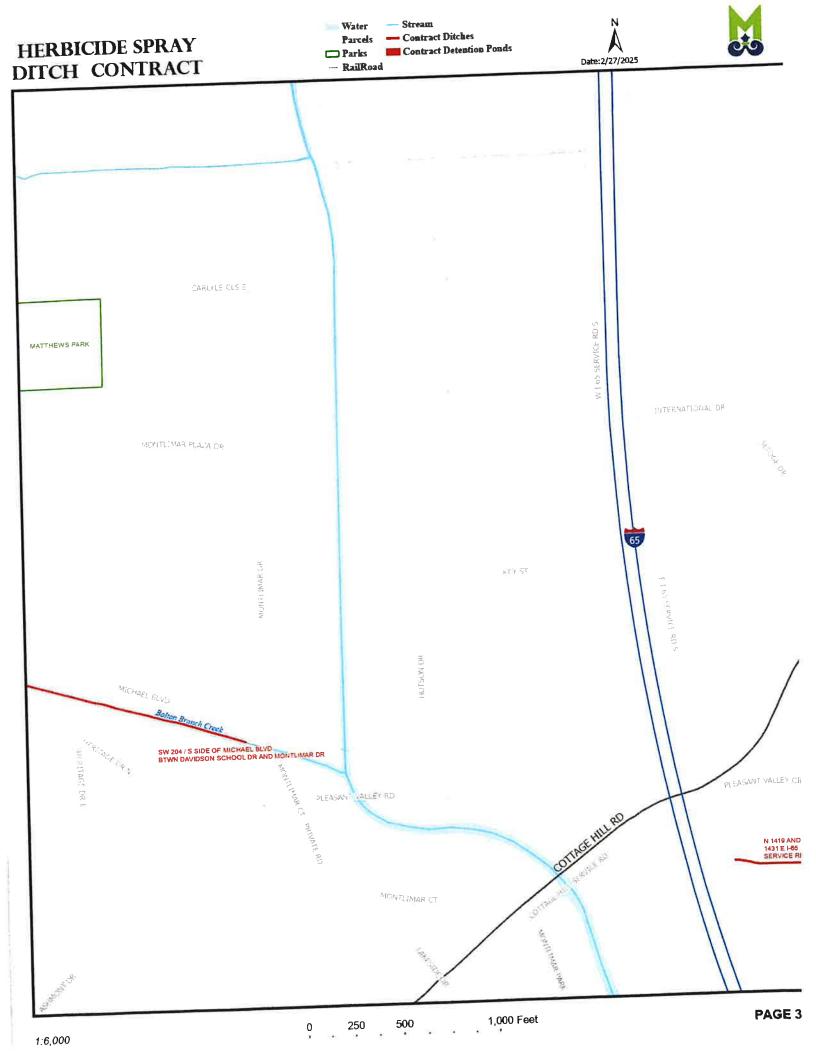




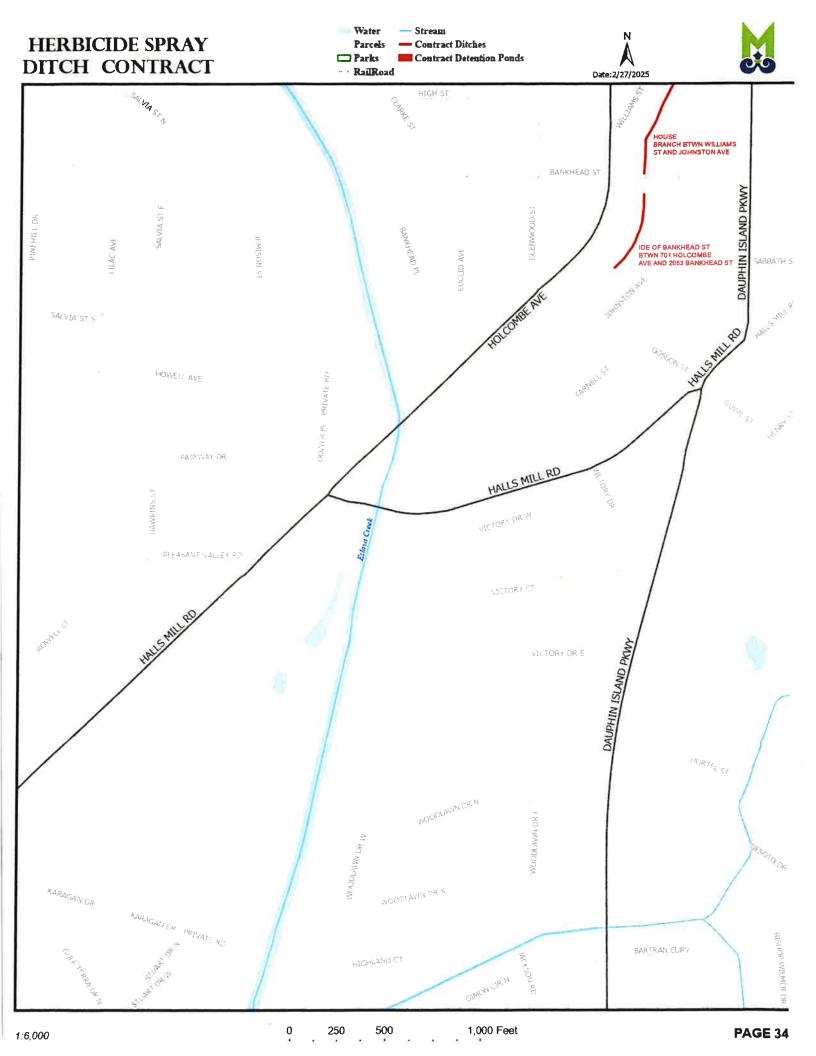


Stream Water HERBICIDE SPRAY Contract Ditches Parcels Contract Detention Ponds Parks DITCH CONTRACT Date: 2/27/2025 - RailRoad OAK HILL CT SPKING STATION RD SRIARCLIFF CT JACKSON BLVD CARNATION ST LARASPUR ST COUNTRY CLUB CT WEATHERFORD AVE MICHAEL SLYD BOURGEOIS DR PACHINGHAM DR SPRINGVIEW DA SEPTINGPALE PO Bolton Branch Creek Bolton Branch Creek SW 203 / S SIDE OF 445 AZALEA RD (ST MARK INITED METHODIST SCHOOL OPESHIPE UV SEASRFEZE CO BOLLEVARD PARK LATIMER LIV SEABREEZE RD N ARCHUR DR BOULE, ARO PARK E IDAHO ND PAGE 30







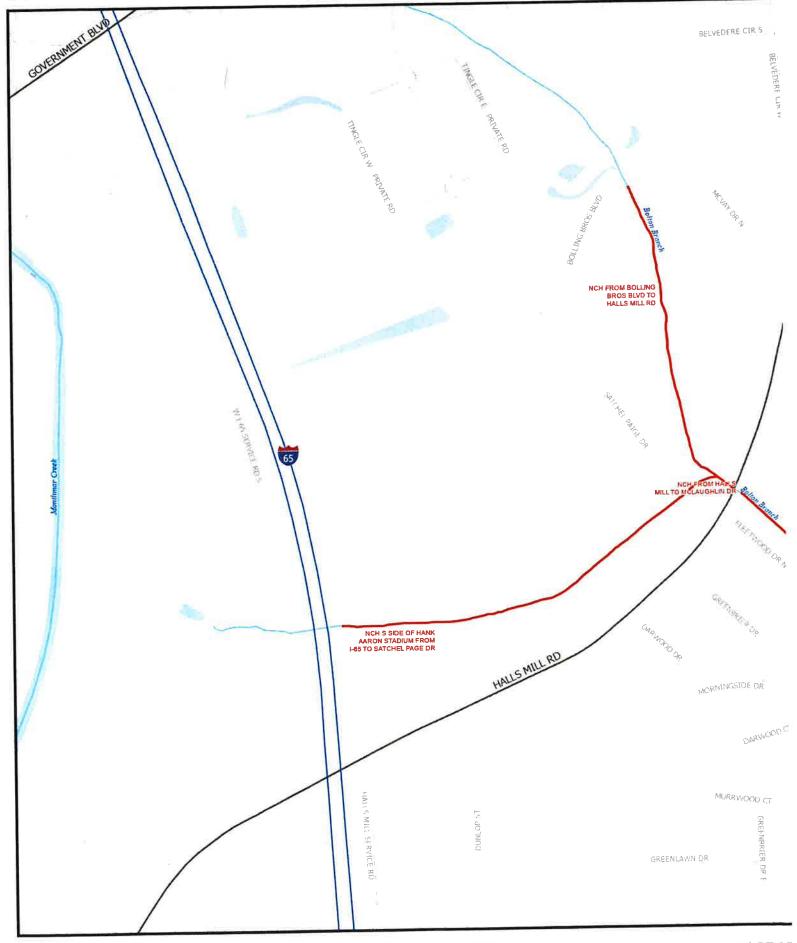




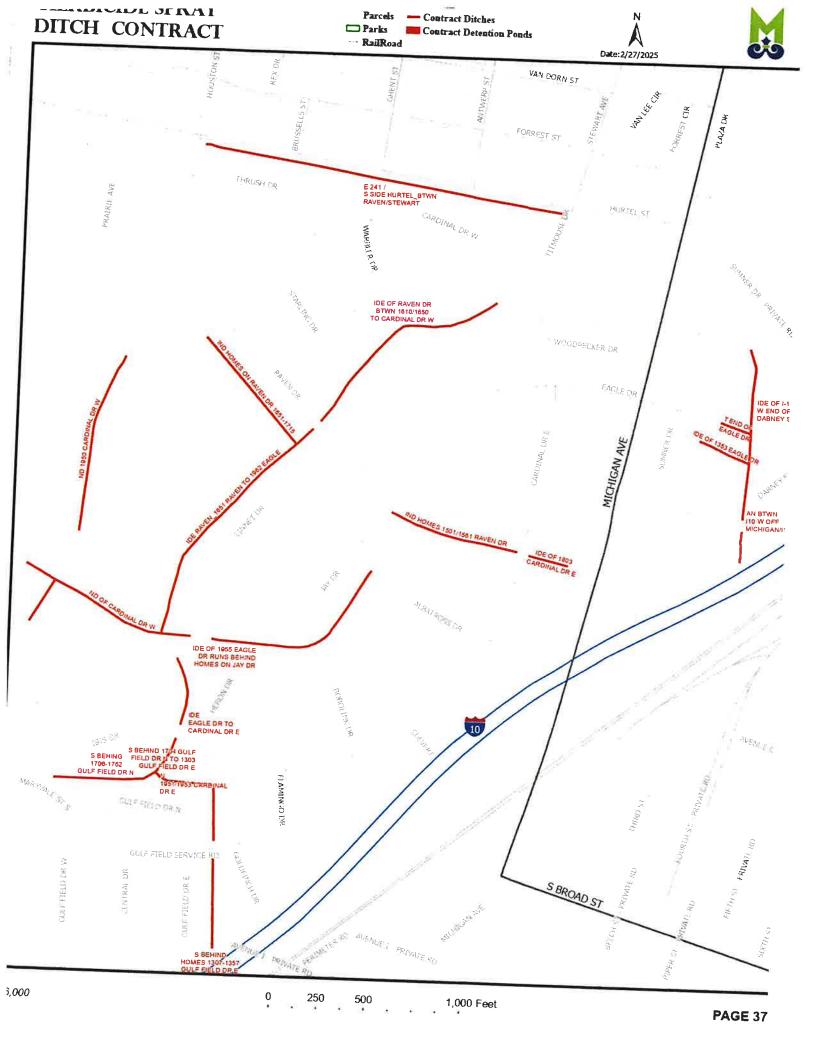


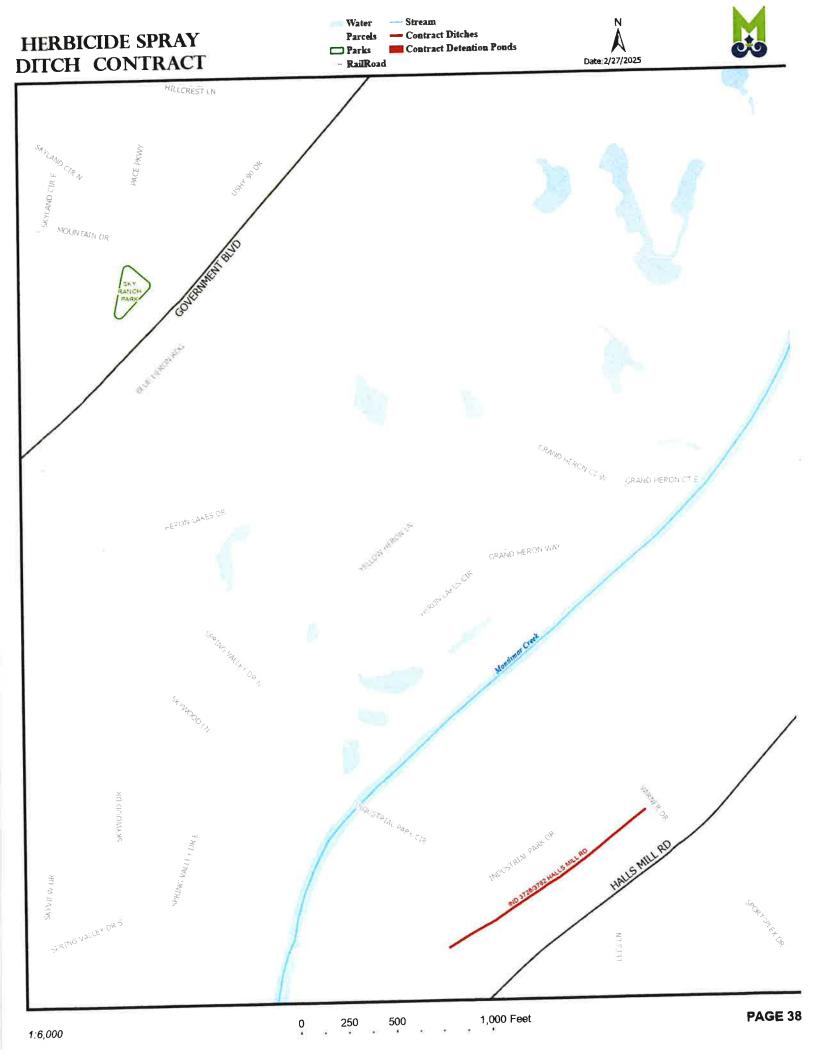


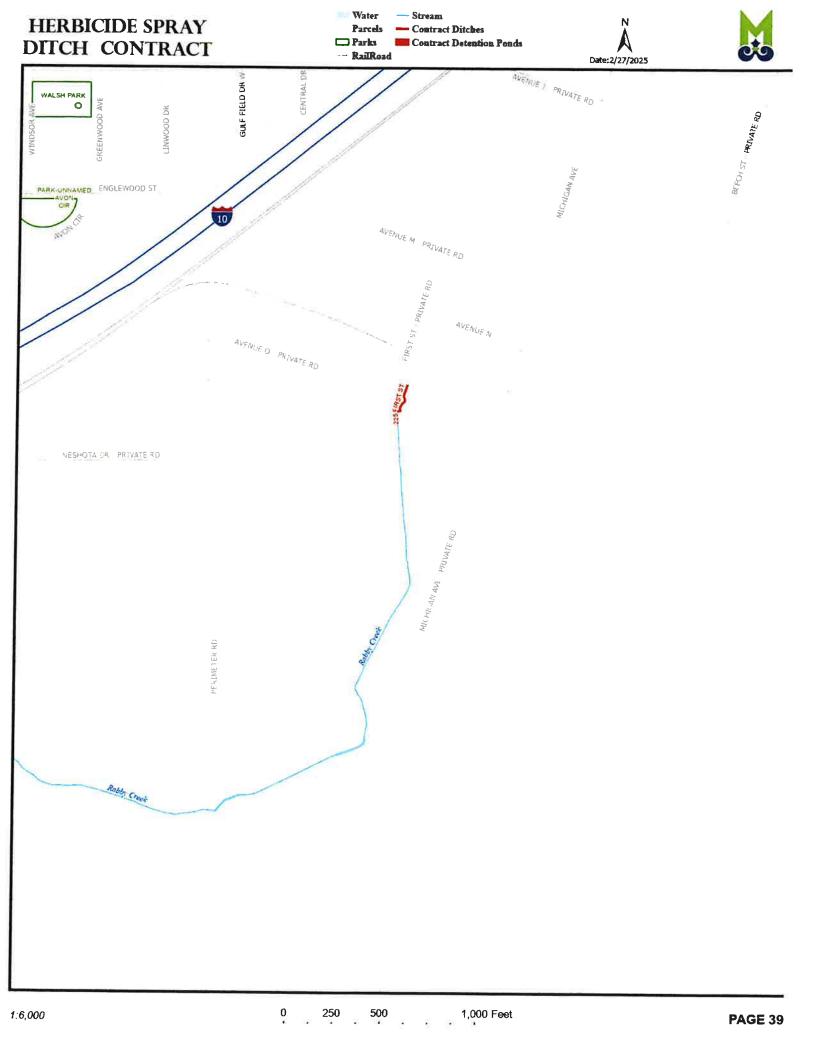




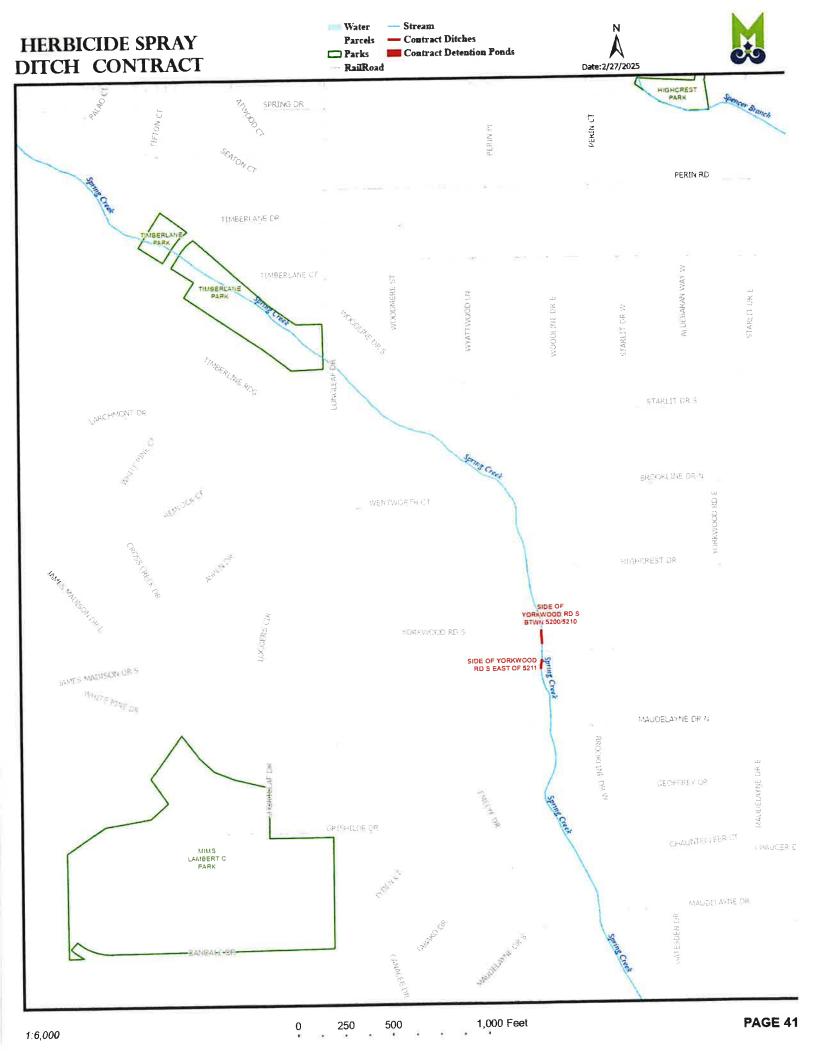


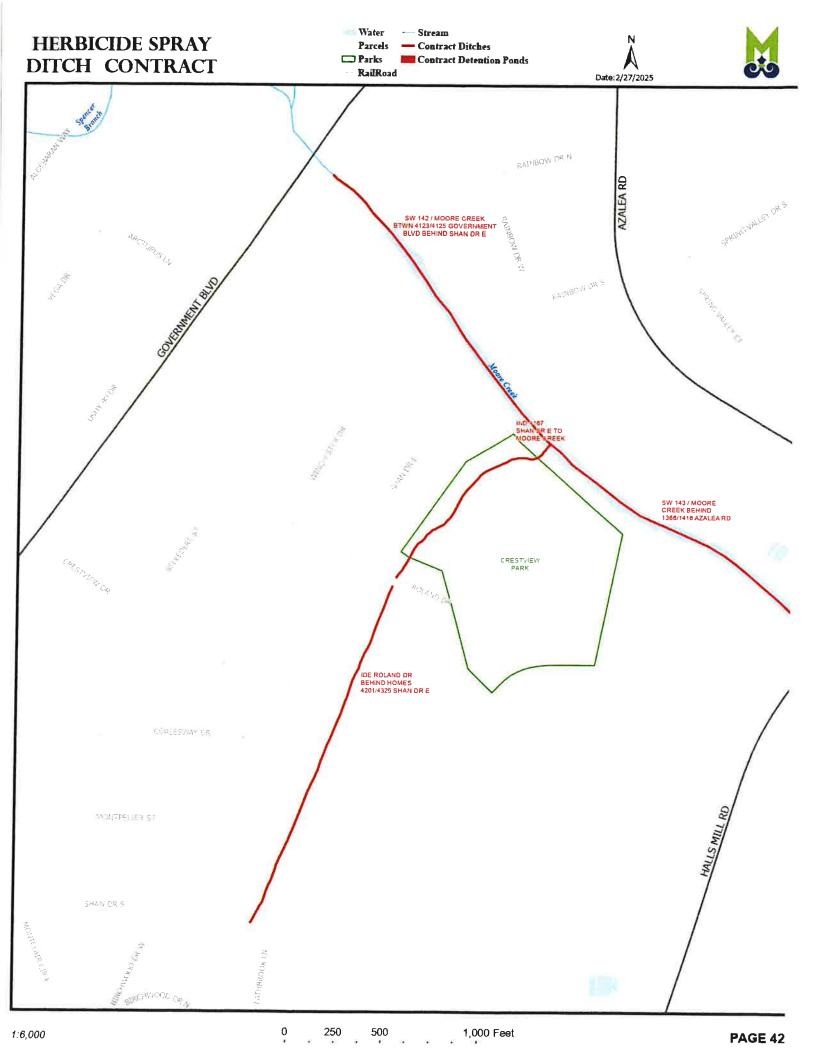


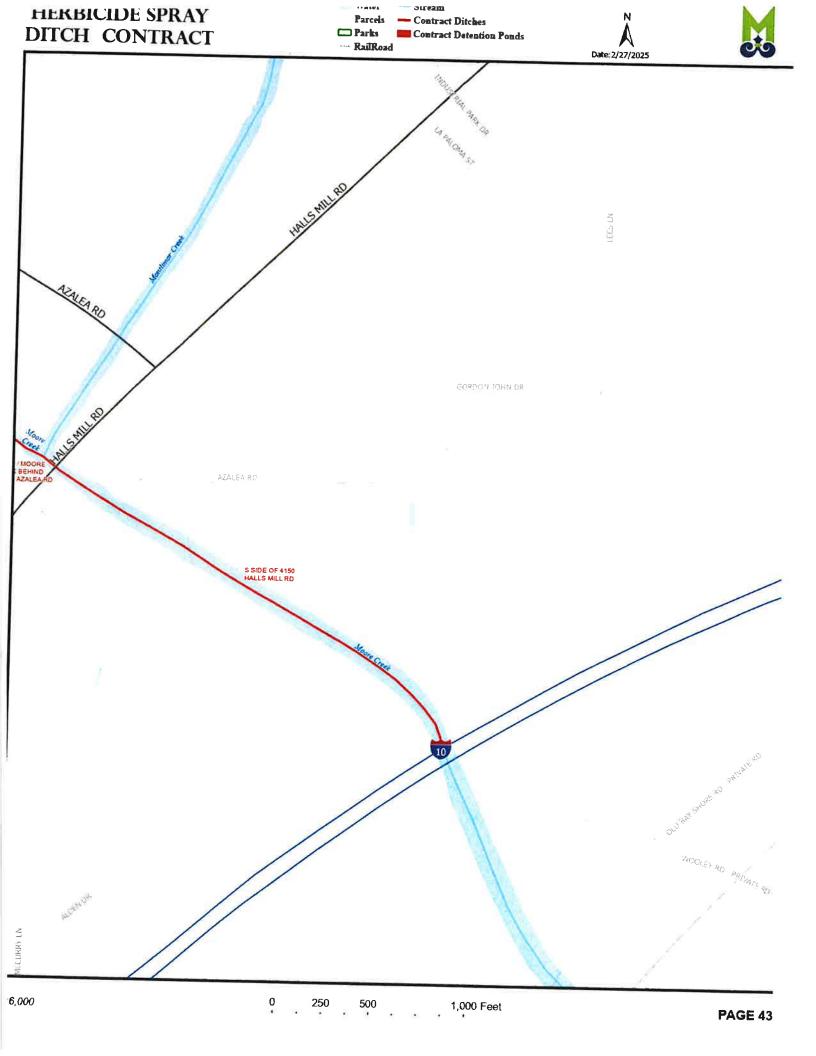




Water Contract Ditches HERBICIDE SPRAY Contract Detention Ponds 🗀 Parks DITCH CONTRACT Date: 2/27/2025 RailRoad SOUTHRIDGE ROW STONE MILL RUN GATEWOOD DR AFPALOOSA DR GASLIGHT UN S CREEKWOOD CT SCENIC WEST DR PROFINATION CT SHAROWLANE OF SOUTHRIDGE ROS LINDHOLM DR S WALLEY RIDGE RD MAGNOLIA PLACE CT N LIGHTHOUSE CT BLAKELEY ET MAGNOLIA PLACE CTIS RIENVILLE CT 35,100E 1000 CT HERITAGE NOOTS TREMETER KER38 1 PL/10kc7 CHERRY RIDGE OF E CHIRRI REDAE CT W ₽ D BTWN 3201/3449 N OF GIRBY RD HILLCREST WELLBORNE DR.S. CHEARY PIE GE OR (bouguetree ct BARROW CT FORTAIL OR - PRIVATE RD CHERRY POINTE / 7 H.S. VCT. Labour HIGACY ES GIRRY RD AUDUBON SQUARE OR N PARLIAMENT . I KOYALTY CT





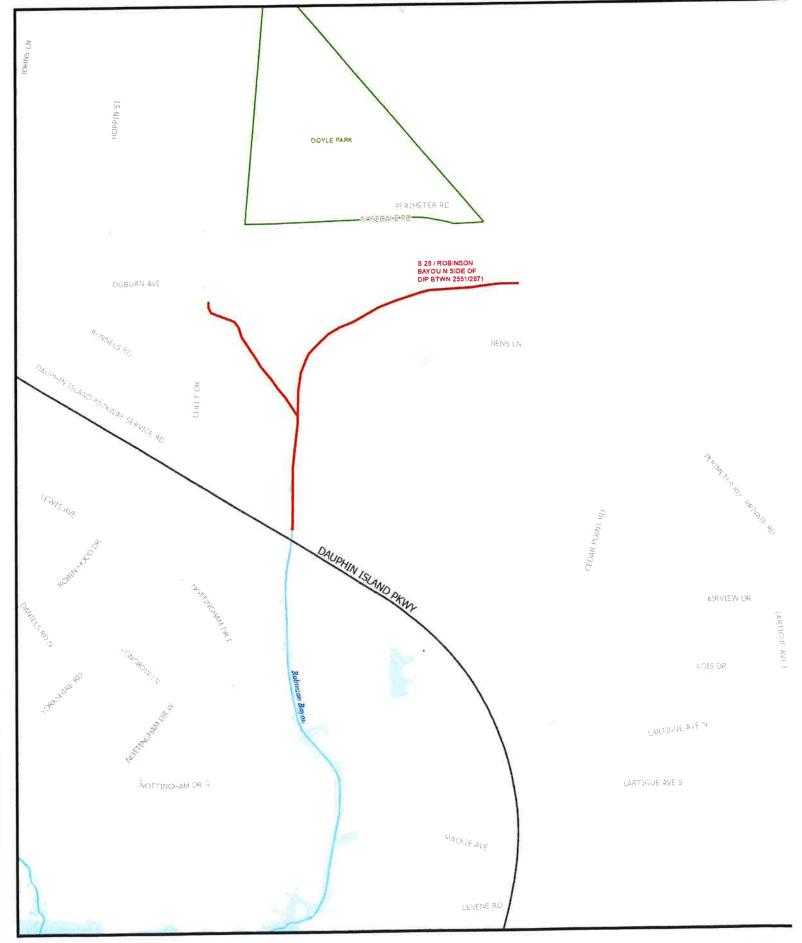


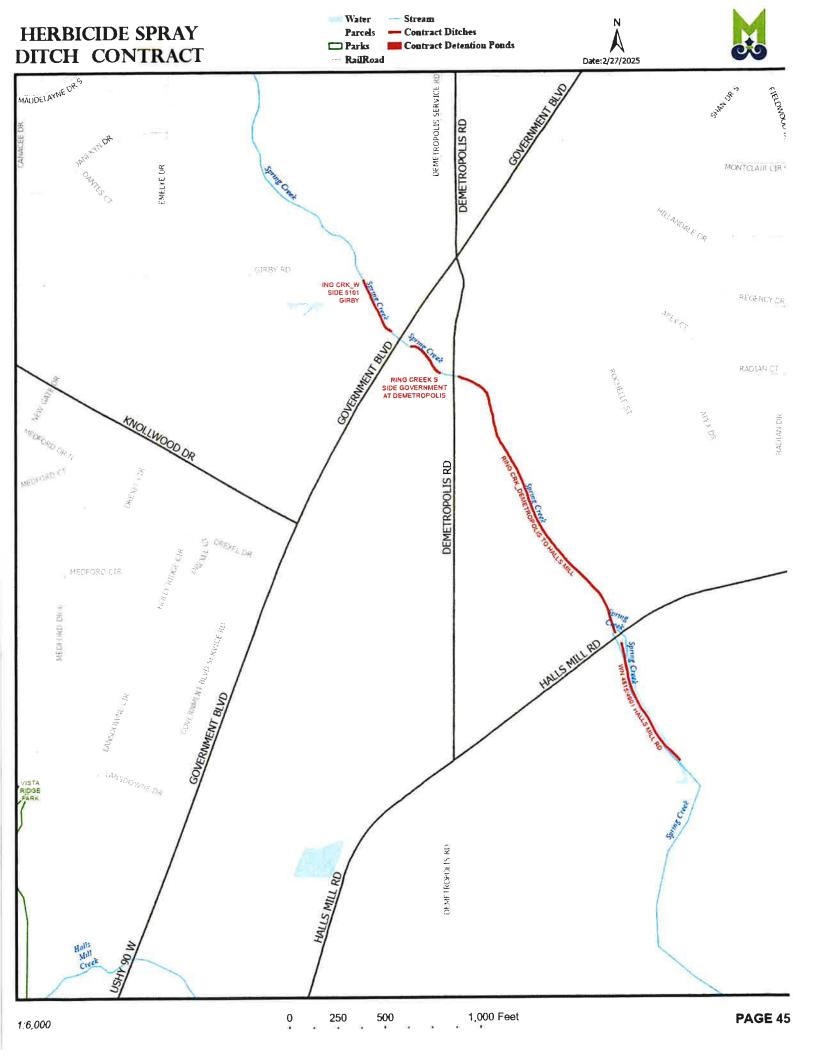
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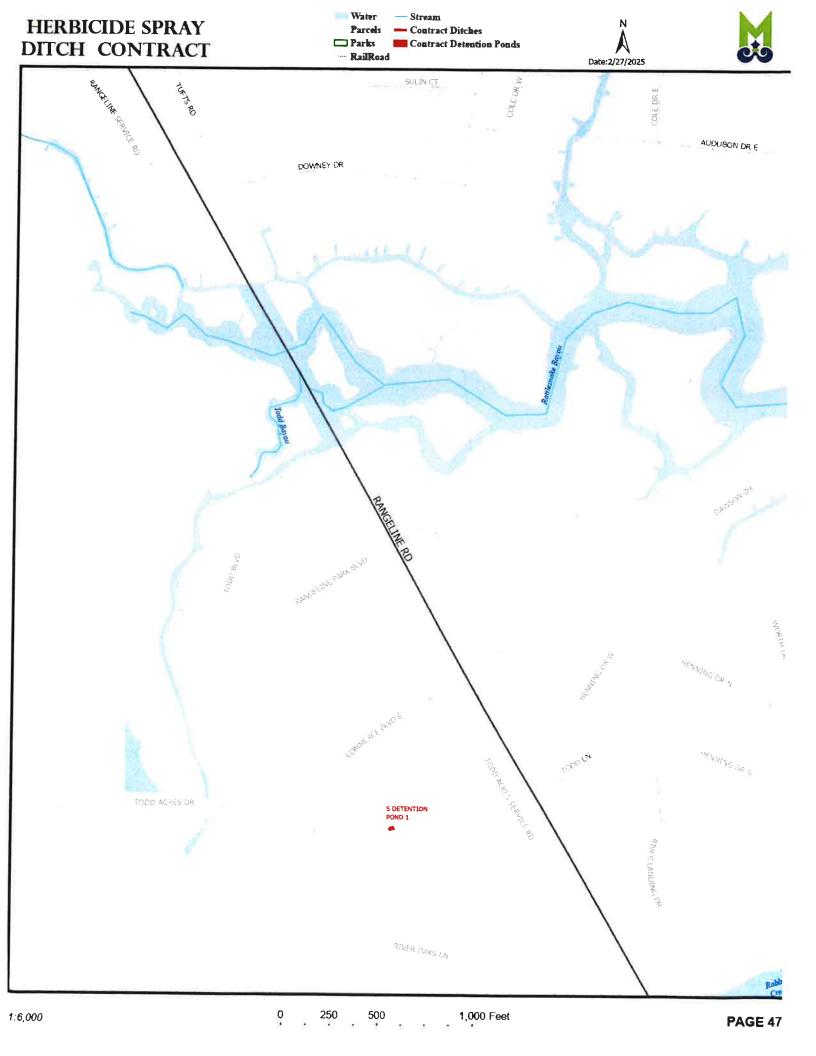








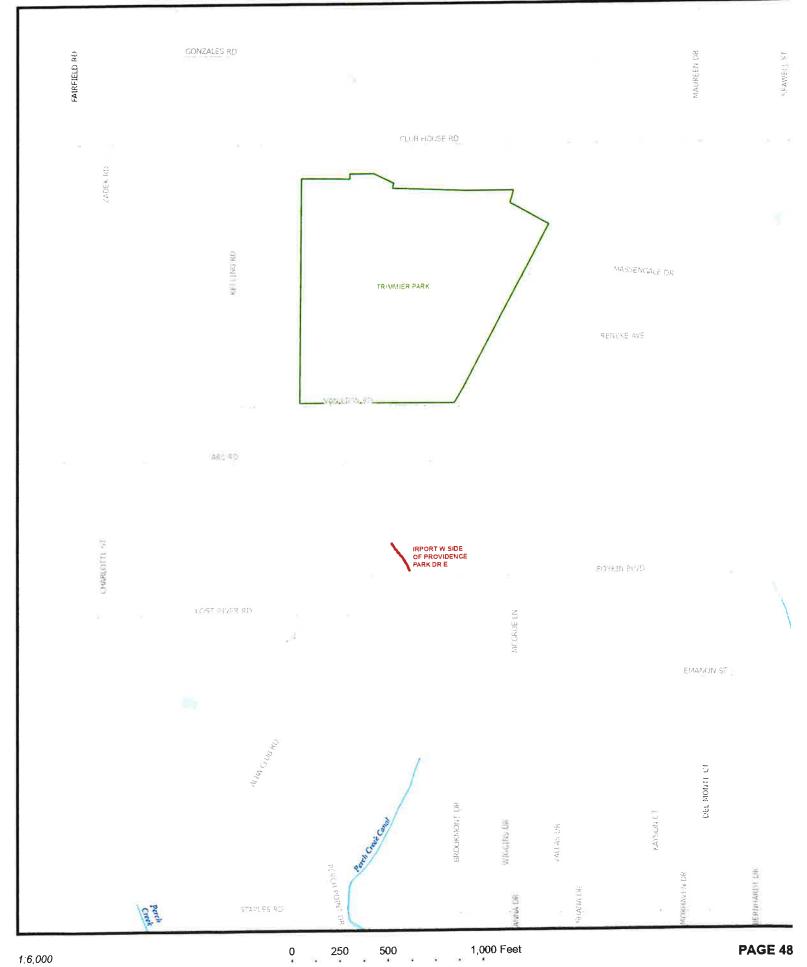


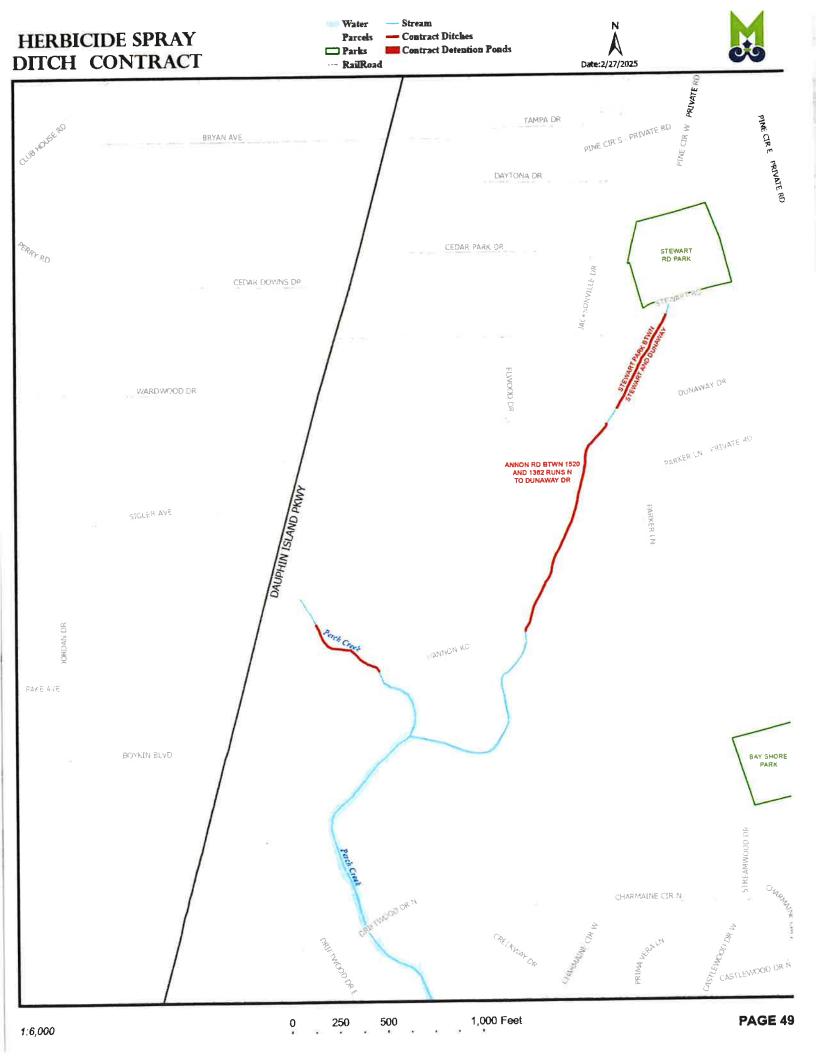












DETENTION PONDS CONTRACTED DITCHES							LENGTH	LINEAR MILE	PERCENTAG
NAME	PAGE	AREA	ACRES	PERCENTAGE	DESCRIPTION	PAGE			
IW DETENTION POND 4	1	25198.361	0.578	0.0906	DITCH LOCATED AT - NW 56 / W SIDE OF 5755 OVERLOOK RUNS BEHIND HOMESON DIANE DR	2	1565.8853	0.297	0.01
DETENTION POND 1	10	4729.857	0.109	0.0170	DITCH - NW 58 / UNIVERSITY AND ZEIGLER AT THE RAILROAD W SIDE OF UNIVERSITY	2	183.70065	0.035	0.00
W DETENTION POND 1	16	69679.749	1.600	0.2506	DITCH - NW 125 / N SIDE OF OVERLOOK RD W OF DEERWOOD DR E		585.595298	0.111	0.00
W DETENTION POND 5	16	1247.2923	0.029	0.0045	DITCH LOCATED AT - NW 49 / N SIDE OF 1504 CARLISLE DR E		472.806106	0.090	
W DETENTION POND 6	16	1767.9413	0.041	0.0064	DITCH LOCATED AT - NW 153 N SIDE OF 1403 FOREST RIDGE RD W		706.904532	0.134	0.0
W DETENTION POND 2	17	6603.0733	0.152	0.0238	DITCH LOCATED AT - NW 56 / W SIDE OF 5755 OVERLOOK RUNS BEHIND HOMESON DIANE DR 2 205		2094.82395	0.397	
W DETENTION POND 3	18	3980.501	0.091	0.0143	DITCH - NW 3 / 1701 W I65 SVC RD N RUNS S BEHIND AL DOT	3	1871.2408	0.354	
DETENTION POND 3	26	48701.976	1.118		DITCH - NW 2 / N OF 2001 W I65 SVC RD N RUNS SOUTH BEHIND BROOKDALE DR W	3	2594.97892	0.491	
DETENTION POND 2	26	23183.514	0.532		DITCH LOCATED AT - E 7 / N SIDE OF 1519 UNION ST	3	678.270119	0.128	
W DETENTION POND 2	29	10693.839	0.245		DITCH - E 103 / E SIDE OF SHELBY ST RUNS TO PAPER MILL RD	4	1200.96155	0.227	
	29	30233.776	0.694		DITCH - PAPER MILL RD	4	232.68369	0.044	
W DETENTION POND 1	29	39829.617	0.914		DITCH LOCATED AT - NW 91 / TWELVE MILE CREEK BOTANICAL GARDENS	5	2773.32671	0.525	
W DETENTION POND 4	29	11595.86	0.266		DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK N OF OLD SHELL RD E SIDE VANDERBILT DR	5	1272.8749	0.241	
W DETENTION POND 3	47	568.40219	0.013		DITCH LOCATED AT - THREE MILE CREEK S OF MOFFETT RD AT I-65	6	3867.85649	0.733	
DETENTION POND 1	4/	306.40213	0.013	0.0020	DITCH LOCATED AT - THREE MILE CREEK S OF MOFFETT RD AT I-65	7	24.677698	0.005	
	TOTAL	278,013.76	6.38	100%	DITCH LOCATED AT - THREE MILE CREEK N OF MOFFETT RD AT I-65	7	1441.56546	0.273	
	IOIAL	2/6,013.70	0.56	100/5	DITCH - NW 3 / 1701 W I65 SVC RD N RUNS S BEHIND AL DOT	7	1160.86611	0.220	
	-				DITCH LOCATED AT - E 8 / THREE MILE CREEK E SIDE I65_BTWN MEADOR/ARMOUR AVE	7	3404.95662	0.645	
	_				DITCH LOCATED AT - E I 65 SVC RD N S OF BELTLINE PARK DR S	7	773.740125	0.147	
					DITCH LOCATED AT - E I 65 SVC RD N S OF BELTLINE PARK DR S	7	26.610688		
	-				DITCH LOCATED AT - E 7 / N SIDE OF 1519 UNION ST	7	471.006132		+
	-				DITCH LOCATED AT - E I 65 SVC RD N S OF BELTLINE PARK DR S	7	95.83597	0.018	
	-				DITCH LOCATED AT - E 12 / MOBILE ST TO UNIVERSITY HOSPITAL DR	8	656.505553	0.124	
	-				DITCH LOCATED AT - E 8 / THREE MILE CREEK E SIDE 165_BTWN MEADOR/ARMOUR AVE	8	1791.25154	0.339	
	_				DITCH LOCATED AT - E 9 / THREE MILE CREEK BUSH PARK TO MOBILE ST	8	2321.38295		
	-				DITCH LOCATED AT - E 225 / S SIDE UNIVERSITY HOSPITAL DR E OF MOBILE ST RUNS SOUTH TO STANTON RD	8	562.710905	0.107	-
					DITCH LOCATED AT - THREE MILE CREEK S OF MOFFETT RD AT I-65	9	769.523293	0.146	
					DITCH - E 63 / UNNAMED STREAM BEHIND 136 E 1165 SVC RD N	9	521.145925		
					DITCH LOCATED AT - E 225 / S SIDE UNIVERSITY HOSPITAL DR E OF MOBILE ST RUNS SOUTH TO STANTON RD	10	4554.41908		
					DITCH LOCATED AT - E 38 / THREE MILE CREEK FROM STANTON RD TO ST STEPHENS RD	11	2999.52786		
					DITCH LOCATED AT - E 225 / S SIDE UNIVERSITY HOSPITAL DR E OF MOBILE ST RUNS SOUTH TO STANTON RD	11	1459.93196		
					DITCH LOCATED AT - E 38 / THREE MILE CREEK FROM STANTON RD TO ST STEPHENS RD	12	798.06411	0.151	
					DITCH LOCATED AT - E 35 / THREE MILE CREEK_E SIDE OF DR MLK JR AVE	12	2054.5412		
	-				DITCH LOCATED AT - E 35 / THREE MILE CREEK_BTWN ST STEPHENS RD/ DR MLK AVE	12	2104.0142		
	-				DITCH - E 31 N SIDE SUMPTER ST TO 3 MILE CREEK	13	2062.4431	0.391	
	-				DITCH - E 31 N SIDE SUMPTER ST TO 3 MILE CREEK	13	1884.41494	0.357	
	_				DITCH LOCATED AT - DR MICHAEL E JACKSON BLVD AND E OF MARMOTTE ST	14	787.660595		
					DITCH LOCATED AT - N SIDE OF MORGAN ST BTWN N CEDAR AND N LAWRENCE ST	14	817.88637		
					DITCH LOCATED AT - N SIDE OF MIGHANT STORM CONTROL OF MIGHT STORM CONTROL OF MIGHANT STORM CONTROL OF MIGHT STORM CONTROL O	14	798.149174		
					DITCH LOCATED AT - E 249 Industrial Canal N END JACKSON ST TO CONCEPTION STREET RD	14	960.431268		
				-	DITCH LOCATED AT - E 249 INDUSTRIAL CARBOT NEW SACROST OF TO CONTROL OF THE PROPERTY OF THE PR	14	1093.12525		
				-	DITCH - E 31 N SIDE SUMPTER ST TO 3 MILE CREEK	14	849.311413		
					DITCH - E 31 N SIDE SUMPTER ST TO 3 MILE CREEK	14	1884.41494	0.357	
					DITCH - NW 85 / NW SIDE FLAVE PIERCE RD	15	594.305491	0.113	
					DITCH LOCATED AT - NW 84 / WOODS SOUTH OF FOURTH ST TO HOLDING POND	16	802.685345	0.152	
					DITCH LOCATED AT - NW 84 / WOODS SOOTH OF POORTH ST TO HOLDING 7 ONE DITCH LOCATED AT - NW 81 / E SIDE OF 7370 TENTH ST W OF WINSTON HOPKINS DR	16	402.405295	0.076	5 0

DETENTION PONDS					CONTRACTED DITCHES			LINEADANIE	DEDCENTAGE
NAME PAGE AREA ACRES PERCENTAGE				PERCENTAGE	DESCRIPTION	PAGE	LENGTH	LINEAR MILE	
IVAIVIL	17.00	- II CHILL			DITCH LOCATED AT - NW 82 / S SIDE OF TENTH ST TO EIGHTH ST	16	311.558101	0.059	0.00
					DITCH LOCATED AT - NW 83 / WOODS BTWN PERRY/BISHOP PHILLIPS	16	908.625283		0.00
					DITCH - S SIDE OF AIRPORT W SIDE OF PROVIDENCE PARK DR E	17	745.99233	0.141	
					DITCH LOCATED AT - NW 87 / TWELVE MILE CREEK BTWN FOREMAN RD/HILLCREST RD	17	310.082581	0.059	
					DITCH - EAST OF 7120 CEDAR ST AT CODY RD	17	686.926527	0.130	
					DITCH LOCATED AT - DITCH ON THE W SIDE OF CODY RD S OF OLD SHELL RD	17	430.87354	0.082	
					DITCH LOCATED AT - OF ROW SOUTH OF FINCHER RD AND NORTH OF OLD SHELL RD	18	237.643851	0.045	
					DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK E OF S UNIVERSITY BLVD AND S OF OLD SHELL RD	19	413.650873	0.078	
					DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK N OF OLD SHELL RD E SIDE VANDERBILT DR	19	722.614927	0.137	
					DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK E SIDE S UNIVERSITY BLVD TO EAST DR	19	2712.30695	0.514	
					DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK N OF OLD SHELL RD E SIDE VANDERBILT DR	19	1840.71249		
					DITCH - SW 198 / BEHIND 718 DOWNTOWNER LOOP W	20	91.616642		0.00
					DITCH - E 66 / UNNAMED STREAM N SIDE OF 3280 DAUPHIN ST SVC RD	21	670.047454	0.127	
					DITCH - E 67 / UNNAMED STREAM W OF 3270 DAUPHIN ST	21	756.466313	0.143	
					DITCH - E 64 / BTWN 134 AND 136 E 165 SVC RD N	21	455.847746	0.086	
					DITCH - E 65 / UNNAMED STREAM BEHIND 104 E 165 SVC RD N	21	1127.37097	0.214	
					DITCH LOCATED AT - NW 112 / S SIDE OF COLLEGE LN S BTWN DU RHU AND RIMES RD	21	1070.32685	0.203	
					DITCH LOCATED AT - NW 113 / DITCH ON N SIDE OF DAUPHIN ST E OF RIMES RD	21	201.327346		
	_				DITCH LOCATED AT - NW 112 / S SIDE OF COLLEGE LN S BTWN DU RHU AND RIMES RD	21	1425.19055		
					DITCH LOCATED AT - E 262 / ESLAVA CREEK E OF SPRINGDALE MALL	21	209.968996		
				-	DITCH - E 63 / UNNAMED STREAM BEHIND 136 E I165 SVC RD N	21	115.552972		0.00
					DITCH LOCATED AT - E 262 / ESLAVA CREEK E OF SPRINGDALE MALL	21	2449.04379		0.01
			-		DITCH LOCATED AT - NW 114 / S SIDE OF DAUPHIN E SIDE OF CLARIDGE RD E	21	773.174524		
					DITCH LOCATED AT - E 303 / ESLAVA CREEK BTWN AIRPORT SERVC RD & BELAIR	22	319.439016		
					DITCH LOCATED AT - E 262 / ESLAVA CREEK E OF SPRINGDALE MALL	22	2623.65852		
	_				DITCH LOCATED AT - E 198 / ESLAVA CREEK W SIDE OF BEL AIR BLVD	22	185.517967		
					DITCH LOCATED AT - E 94 / WOODCOCK CREEK BTWN GRAFHILL DR S & THORNHILL	23	65.619773		
				-	DITCH LOCATED AT - E 97 / E SIDE OF MOUNT ISLAND DR BEHIND HOMES	24	86.153992		
					DITCH LOCATED AT - E 96 / E SIDE OF FLORIDA ST BEHIND WALTON AVE HOMES	24	1193.45029		
					DITCH LOCATED AT - E 95 / WOODCOCK CREEK BTWN BRIERWOOD & GRANT	24	1919.28368		
			-		DITCH - DITCH EAST OF BARKSDALE DR TO ESLAVA CREEK	24	1003.17752		
	_		-	-	DITCH LOCATED AT - E 94 / WOODCOCK CREEK BTWN GRAFHILL DR S & THORNHILL	24	411.983513		
					DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN WESTWOOD ST & CRENSHAW	25	279.648705		
					DITCH LOCATED AT - E 308 / S SIDE OF AIRPORT BLVD BEHIND HOMES ON BROMLEY PL	25	769.587219		
			-		DITCH LOCATED AT - E 98 / BEHIND 258 MOUNT ISLAND DR E	25	521.138091		
				-	DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN PINEHILL DR AND MORGAN AVE	25	259.845282		
					DITCH LOCATED AT - E 97 / E SIDE OF MOUNT ISLAND DR BEHIND HOMES	25	775.460417		
					DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN MORGAN AVE AND SEMINOLE ST	25	267.015729		
				1	DITCH LOCATED AT - E 99 / WOODCOCK CREEK BTWN 250 MOUNT ISLAND DR E AND 2451 MOUNT ISLAND DR N	25	329.109692	0.062	
				-	DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN SEMINOLE ST DR AND WESTWOOD ST	25	278.770672	0.053	
				 	DITCH - E 306 / ICE HOUSE BRANCH BTWN WILLIAMS ST AND JOHNSTON AVE	25	490.132101		
				1	DITCH LOCATED AT - E 100 / WOODCOCK CREEK BTWN PHILL AND MT ISLAND DR E	25	484.891489		
			-	-	DITCH LOCATED SOUTH OF LADD PEEBLES STADIUM BY RR TRACK	26	1040.07329	0.197	
			-	-	DITCH - TENNESSEE ST BTWN GAYLE ST AND CHARLES ST	27	326.801151	0.062	0.00
				-	DITCH - TENNESSEE ST BTWN GATLE ST AND CHARLES ST DITCH - TENNESSEE ST BTWN CHARLES ST AND MARINE ST	27	346.32196	0.066	0.00
					DITCH - TENNESSEE ST BTWN CHARLES ST AND IS BROAD ST	27	356.039263	0.067	0.00

PERCENT	LINEAR MILE	LENGTH	PAGE	CONTRACTED DITCHES	DETENTION PONDS				
0	0.216	1141.11956	27	DESCRIPTION	PERCENTAGE	ACRES	AREA	PAGE	NAME
.0		1475.15848	27	DITCH - TENNESSE ST BTWN ANN ST AND OWENS ST			1.0.0	IAGE	MINIE
0		289.025916	28	DITCH - TENNESSEE ST BTWN OWENS ST AND GAYLE ST					
C		718.286795	28	DITCH - S SIDE S FRANKLIN ST E SIDE OF S HAMILTON ST					
C		273.38908	28	DITCH - TENNESSEE ST BTWN S SCOTT ST AND I-10					
C		449.580045	28	DITCH - TENNESSEE ST BTWN S BROAD ST AND S WASHINGTON AVE				_	
C		155.762617	28	DITCH - N SIDE OF PILLANS ST E OF 206 PILLANS ST TO RR TRACKS					
(7.871547	28	DITCH - TENNESSEE ST BTWN S SCOTT ST WILKINSON ST					
(147.815036	28	DITCH - TENNESSEE ST BTWN MARINE ST AND S BROAD ST					
(406.717985	28	DITCH - S END OF S CONCEPTION ST AT RR TRACKS					
(301.668929	28	DITCH - TENNESSEE ST BTWN S WASHINGTON AVE AND S SCOTT ST					
(3.118836	29	DITCH - TENNESSEE ST BTWN WILKINSON ST AND FRONTAGE RD				_	
(267.676659	29	DITCH LOCATED AT - SW 114 / S SIDE OF 1009 WESLEY AVE					
(476.216912	29	DITCH LOCATED AT - SW 8 / N SIDE OF 1061 WILDWOOD AVE					
		145.827087	29	DITCH LOCATED AT - SW 114 / S SIDE OF 1009 WESLEY AVE					
	11,722,349,241	535.861313	30	DITCH LOCATED AT - SW 114 / S SIDE OF 1009 WESLEY AVE					
		478.868697	31	DITCH LOCATED AT - SW 203 / S SIDE OF 445 AZALEA RD (ST MARK UNITED METHODIST SCHOOL)					
		1544.74981	31	DITCH LOCATED AT - SW 203 / BOLTON BRANCH BTWN AZALEA & DAVIDSON SCHOOL				_	
		2226.04087	31	DITCULOCATED AT SW 203 /S SIDE OF 445 AZALEA RD (ST MARK UNITED METHODIST SCHOOL)					
		71.606879	31	DESCRIPTION OF THE SW 201/ S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MONTLIMAR DR					
		1150.37082	32	DITCH LOCATED AT - SW 204 / S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MONTHIMAR DR					
		360.711706	32	DITCH LOCATED AT - SW 204 / S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MICHAEL BLVD				_	
		71.606879	32	- TOUR 5 270 / PTIMAL 1410 AND 1421 E L65 SERVICE RD S					
		398.907016	33	DITCH LOCATED AT - SW 204 / S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MONTLIMAR DR				_	
_		468.477279	34	DITCH - F 279 / BTWN 1419 AND 1431 E I-65 SERVICE RD S					
		434.85222	34	DITCH - E 306 / ICE HOUSE BRANCH BTWN WILLIAMS ST AND JOHNSTON AVE					
		1739.43777	35	DITCH - E 307 / S SIDE OF BANKHEAD ST BTWN 701 HOLCOMBE AVE AND 2053 BANKHEAD ST					
		2193.72399	35	DITCH - BOLTONS BRANCH FROM BOLLING BROS BLVD TO HALLS MILL RD					
_		360.334527	35	DITCH - BOLTONS BRANCH S SIDE OF HANK AARON STADIUM FROM I-65 TO SATCHEL PAGE DR	+				
		1745.40076		DITCH - BOLTONS BRANCH FROM HALLS MILL TO MCLAUGHLIN DR	-				
		1321.2665	36	DITCH - BOLTONS BRANCH FROM MCLAUGHLIN TO NAVCO RD					
		207.067463	36	DITCH - BOLTONS BRANCH FROM HALLS MILL TO MCLAUGHLIN DR					
		287.55512	37	DITCH - E 177 / BTWN 1951/1953 CARDINAL DR E					
	75 - 35 - 36 -	249.89585	37	DITCH - E 190 / S SIDE OF 1353 EAGLE DR		-			
		167.1379	37	DITCH - IBIS DR					
		308.47227	37	DITCH - E 189 / EAST END OF EAGLE DR					
+			37	DITCH LOCATED AT - E 241 / S SIDE HURTEL_BTWN RAVEN/STEWART		-			
		732.84095	37	DITCH - E 185 / W SIDE OF 1955 EAGLE DR RUNS BEHIND HOMES ON JAY DR	-				
			37	DITCH - E 182 / BEHIND HOMES ON RAVEN DR 1651-1715	+				
-		897.92228	37	DITCH - E 290 / N SIDE OF I-10 W END OF DABNEY ST	+				
		694.62897	37	DITCH - F 186 / BEHIND HOMES 1501/1561 RAVEN DR	+				
		1370.79	37	DITCH - E 183 / S SIDE RAVEN_1651 RAVEN TO 1962 EAGLE					
_		1121.9237	37	DITCH LOCATED AT - E 241 / S SIDE HURTEL_BTWN RAVEN/STEWART					
	117.00.00	598.73052	37	DITCH - E 179 / RUNS BEHIND 1704 GULF FIELD DR N TO 1303 GULF FIELD DR E					
		198.56780	37	DITCH LOCATED AT - E 241 / S SIDE HURTEL_BTWN RAVEN/STEWART					
		1176.2755	37	DITCH - E 181 / N SIDE OF RAVEN DR BTWN 1610/1650 TO CARDINAL DR W					
ــــــــــــــــــــــــــــــــــــــ	0.089	470.63860	37	DITCH - E 180 / RUNS BEHIND HOMES 1307-1357 GULF FIELD DR E					

DETENTION PONDS			c		CONTRACTED DITCHES				
NAME PAGE AREA ACRES PERCENTAGE		PERCENTAGE	DESCRIPTION	PAGE 37	LENGTH 175.018339	LINEAR MILE 0.033			
AIVIE	TAUL	AUCH	Itoriae		DITCH - IBIS DR	37	777.97548		
					DITCH - E 174 / N END OF CARDINAL DR W	37	361.169443	0.068	
					DITCH - E 176 / S SIDE EAGLE DR TO CARDINAL DR E	37	956.840179	0.181	
					DITCH - E 60 / BEHIND 1950 CARDINAL DR W	37	541.420466	0.103	
					DITCH - E 178 / RUNS BEHING 1706-1752 GULF FIELD DR N	37	297.092409		
					DITCH LOCATED AT - E 241 / S SIDE HURTEL_BTWN RAVEN/STEWART	37	161.767429		
					DITCH - E 34 / MEDIAN BTWN I10 W OFF MICHIGAN/I10	37	214.659205		
					DITCH - E 187 / N SIDE OF 1803 CARDINAL DR E	38	1251.858		
					DITCH - SW 80 / BEHIND 3726/3782 HALLS MILL RD	39	170.631406	70.00.00.00.00.00	
					DITCH - W SIDE OF 2225 FIRST ST	40	2066.06187		
	_				DITCH - HILLCREST RD BTWN 3201/3449 N OF GIRBY RD	41	75.741006		
					DITCH - SW 185 / N SIDE OF YORKWOOD RD S BTWN 5200/5210	41	52.641223		
					DITCH - SW 186 / S SIDE OF YORKWOOD RD S EAST OF 5211	41	1556.49536		
					DITCH LOCATED AT - SW 143 / MOORE CREEK BEHIND 1366/1416 AZALEA RD	42	1117.85286		
					DITCH SW 60 / REHIND 4167 SHAN DR F TO MOORE CREEK	42	1822.03922	0.345	
					DITCH - SW 69 / BEHIND 410 / SHAN DR E FOR MOORE CREEK BTWN 4123/4125 GOVERNMENT BLVD BEHIND SHAN DR E	42	1900.22077	0.360	
					DITCH - SW 68 / S SIDE ROLAND DR BEHIND HOMES 4201/4325 SHAN DR E	43	2592.19148		
					DITCH - MOORE CREEK S SIDE OF 4150 HALLS MILL RD	43	175.211051		
					DITCH LOCATED AT - SW 143 / MOORE CREEK BEHIND 1366/1416 AZALEA RD	44	782.168908		
	_				DITCH LOCATED AT - S 25 / ROBINSON BAYOU N SIDE OF DIP BTWN 2551/2571	44	1525.58361		
					DITCH LOCATED AT - S 25 / ROBINSON BAYOU N SIDE OF DIP BTWN 2551/2571	44	594.451685		
	_				DITCH LOCATED AT - S 25 / ROBINSON BAYOU N SIDE OF DIP BTWN 2551/2571	45	1622.96492		
	_				DITCH - SW 194 / SPRING CRK_DEMETROPOLIS TO HALLS MILL	45	318.827457		V
	_				DITCH - SW 83 / SPRING CRK_W SIDE 5101 GIRBY	45	703.216525	10 100 100 100	177
					DITCH - SW 196 / BTWN 4815/4901 HALLS MILL RD	45	224.772883		-
					DITCH - SW 195 / SPRING CREEK S SIDE GOVERNMENT AT DEMETROPOLIS	46	368.854556		
					DITCH - N SIDE OF 5675 USHY 90 W	46	646.897872		-
	_				DITCH - S 88 / HWY 90_S SIDE 5631 USHY 90 W	46	695.916534		
	_				DITCH - N SIDE OF 5675 USHY 90 W		176.299855		
					DITCH - S SIDE OF AIRPORT W SIDE OF PROVIDENCE PARK DR E	48	556.45498		
					DITCH - S 43 / S OF STEWART PARK BTWN STEWART AND DUNAWAY	49	1182.84083		
					DITCH - N SIDE OF HANNON RD BTWN 1520 AND 1362 RUNS N TO DUNAWAY DR	49	443.134776		-
					DITCH - HANNON RD	49	443.134770	0.00	7 177 18
						TOTA	151,017.18	28,60	2 1

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 CIT	Y OF MOBILE, by its
Mayor, (hereinafter "City") and,	(hereinafter
"Provider"), a for profit company organized under the	e 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. <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. 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. <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. 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. <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

Notic	es to	Provid	ler sh	iall be	maı	led 1	t

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,and State, hereby certify that _ known to me, acknowledged b	, a Notary pu	blic in and for said County
and State, hereby certify that		, whose name is
known to me, acknowledged b	efore me on this	the day of
, 20, that, bein	ig informed of th	e contents of the foregoing,
executed the same voluntarily	on the day the sa	ame bears date.
		,
	Notary Public	
	My Commission	on expires on:
CITY,		
		
Its Mayor		
	Date	
ATTEST:		
ATIEST.		
City Clerk	D :	
	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 ensure 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)