

**THE CITY OF MOBILE  
MOBILE, ALABAMA**



**PROJECT MANUAL  
FOR  
SERVICE CONTRACT - VARIOUS CITY OF MOBILE FACILITIES  
PEST CONTROL SERVICES – RE-BID**

**SC-025-23**

**City of Mobile, Alabama  
Building Services Department  
P. O. Box 1827 Mobile, AL 36633-1827  
(251) 208-7455**

**September 6, 2023**

**Bid Date: September 27, 2023**

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**END OF SECTION**

## INVITATION TO BID

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You are invited to submit a sealed bid for the following Service Contract:

**PROJECT NAME:** SERVICE CONTRACT – VARIOUS CITY OF MOBILE FACILITIES – PEST CONTROL SERVICES – RE-BID

**PROJECT LOCATION:** VARIOUS CITY OF MOBILE LOCATIONS

**PROJECT NUMBER:** SC-025-23

All as described in the Specifications (Documents) prepared by the City of Mobile, Building Services Department.

**1. BID DATE:**

- A.** Sealed formal Proposals of a stipulated sum (fixed price) will be received and clocked in until 2:15 P.M., Wednesday, September 27, 2023. in the office of the City Clerk, Government Plaza, 9th Floor South Administrative Tower, 205 Government Street, Mobile, Alabama 36602.
- B.** All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the time and date specified in the Invitation To Bid or Agenda, will be automatically rejected and returned immediately, unopened.
- C.** Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

**2. BID DOCUMENTS AND SPECIFICATIONS:**

- A.** The Project Manual, including all Bid Documents and Specifications, may be obtained from the City of Mobile, Department of Building Services, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, fifth floor, or the City of Mobile's website: [www.cityofmobile.org/bids](http://www.cityofmobile.org/bids).
- B.** No deposit will be required.
- C.** Addenda will be issued via email to each bidder who registers with the Project Manager at the Pre-Bid Conference.

**3. PRE-BID CONFERENCE**

- A.** A Pre-bid conference shall be held the AE Conference Room located at 205 Government Street, 5<sup>th</sup> Floor South Tower, Mobile, Alabama 36602 at 1:00 PM local time on Wednesday, September 13, 2023.

**4. EQUAL OPPORTUNITY:**

- A.** The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
- B.** The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids.
- C.** Municipal Code, Section 14-2, requires that the Service Contractor make every reasonable effort to have at least fifteen percent participation by Socially or Economically Disadvantaged Individuals or utilize sub-contractors or suppliers who are socially or economically disadvantaged.

**5. ADDITIONAL BIDDING PROCEDURES:**

- A.** Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein.

**6. IRREGULARITIES AND REJECTION:**

- A.** The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

**END OF SECTION**

## **INSTRUCTIONS TO BIDDERS**

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### **THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS:**

#### **1. INTERPRETATION OF BID DOCUMENTS:**

- A.** Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.
- B.** Bidders shall carefully study the Bidding Documents, shall examine the site and local conditions and shall report to the Service Contract Administrator errors, inconsistencies or ambiguities discovered.
- C.** Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Service Contract Administrator at least three (3) calendar days prior to the date for receipt of Bids.
- D.** Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum.

#### **2. BIDDING PROCEDURES:**

- A.** No Bid will be considered unless made out and submitted on the Bid Form as set forth herein.
- B.** All blanks on the Bid Form shall be legibly executed in a non-erasable medium. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- C.** Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- D.** All requested Unit Prices and Allowances shall be bid and the Schedule of Values completely filled in.
- E.** Addenda issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

#### **3. BID SECURITY:**

- A.** Cashier's Check drawn on a Bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, and made payable to the City of Mobile or Bid bond in the amount of 5% of the Bid Amount, but in no case more than \$10,000, is

required to accompany Bid if Total Bid is \$15,000 or more. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until sixty (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama and must be signed or countersigned by a licensed resident agent of the State of Alabama. If the Service cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.

#### 4. **EXAMINATION OF DOCUMENTS AND SITE OF THE WORK:**

- A. Before submitting a Bid, Bidders should carefully examine the Specifications, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

#### 5. **SUBMISSION OF BIDS:**

- A. Bid, Bid Security and other supporting data as specified shall be submitted in a sealed, opaque envelope, approximately 9" x 12" or larger and shall be marked on the outside with the words, "**Sealed Bid for SERVICE CONTRACT – VARIOUS CITY OF MOBILE FACILITIES – PEST CONTROL SERVICES – RE - BID**", along with the Building Services Department project number, the Bid Date, and Service Contractor name, address, and City of Mobile license number.
- B. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- C. Oral, telephonic or other electronically transmitted bids will not be considered.

**6. MODIFICATION OR WITHDRAWAL OF BIDS:**

- A.** A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

**7. CONSIDERATION AND AWARD OF BIDS:**

- A.** At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B.** The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
- C.** It is the intent of the City of Mobile to award a Contract to the lowest responsible and responsive Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- D.** The City of Mobile shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City of Mobile's judgment, is in the City of Mobile's best interest. The City also reserves the right to reject a Bidder who has previously failed to perform properly or complete work in a timely manner; complete contracts of a similar nature; or a Bidder who is not, in the judgement of the City of Mobile, in a position to perform the contract.
- E.** The award shall be based on the lowest Total Base Bid and any Allowances listed on the Bid Form.

**8. PROOF OF COMPETENCY OF BIDDER:**

- A.** Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

**9. SIGNING OF CONTRACT:**

- A.** The Standard Service Contract Between City of Mobile and Service Contractor included herein shall serve as the Agreement between the City and Service Contractor.
- B.** The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Service Contract Administrator, the following items with the signed

Agreement:

1. Certificate of Insurance (original), along with all required endorsements.
  2. Evidence of enrollment in the E-Verify program.
  3. Enrollment in the City of Mobile's Vendor Registration Portal: <https://www.cityofmobile.org/bids/vendor-portal-information/>
  4. Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to provide the Bond, Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Bond or Bid Check.

**10. SOCIALLY AND ECONOMICALLY DISADVANTAGED EMPLOYMENT:**

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

**11. AMERICANS WITH DISABILITIES ACT (ADA):**

- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

**12. USE OF DOMESTIC PRODUCTS:**

- A. Section 39-3-1, Alabama Code, 1975, provides that the Service Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Service Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

**13. NON-RESIDENT (OUT OF STATE) SERVICE CONTRACTORS:**

- A. Preference to Resident Service Contractors: Section 39-3-5, Code of



Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Service Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

- B.** Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

#### **14. LOCAL PREFERENCE AWARDS**

- A.** The City of Mobile awards contracts to the lowest responsible bidders in competitive bidding processes prescribed by Alabama law. Section 41-16-50 of Alabama Code allows the City of Mobile to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here's how these preferences work:
1. The Competitive Bid Law applies to the expenditure of funds for labor, services, work, for the purchase of personal property with a value of \$15,000 or more, and for the lease of personal property where the terms of the lease require payment of \$15,000 or more.
  2. State law authorizes local preferences for acquisitions under the Competitive Bid Law. Local preferences do not apply to contracts for improvements to public property under the Public Works Law.
  3. Resident Responsible Bidders- The City of Mobile may award a bid to a responsible bidder with a place of business within the City or its police jurisdiction if the bid is no more than 5% more than the lowest responsible bidder. The City of Mobile may apply the 5% preference when the apparent lowest responsible bidder is located anywhere outside the City or its police jurisdiction.
  4. Foreign Entities- A foreign entity is a business that does not have a place of business within the State.
  5. Preference for Resident Responsible Bidders against Foreign Entities - The City may award a bid to a responsible bidder with a place of business within the city or its police jurisdiction if the bid is not more than 10% more than the apparent lowest responsible bid submitted by a Foreign Entity.

**6. Preference for Disadvantaged Businesses-** The City of Mobile may award a bid to a “qualifying” responsible bidder with a place of business anywhere in the State if the bid is not more than 10% more than the apparent lowest responsible bid from a Foreign Entity. For purposes of this preference, a “qualifying” responsible bidder is: (1) a woman-owned enterprise; (2) an enterprise of small business, as defined in Section 25-10-3; (3) a minority owned business enterprise; (4) a veteran-owned business enterprise; or (5) a disadvantaged-owned business enterprise.

**B. Summary of Preferences:**

Local business has a 5% price preference over a lowest bidder that has a place of business in Alabama but not local to the City. Local business has a 10% price preference over a lowest bidder that does not have a place of business anywhere in Alabama. A small, woman-owned; minority-owned; veteran-owned; or disadvantaged owned business, that has a place of business in Alabama, has a 10% preference over a lowest bidder that does not have a place of business in Alabama.

**C. City Discretion:**

The City has the sole discretion with regard to whether to apply these preferences to a particular bid award, and to determine whether a responsible bidder meets the preference categories described above.

**D. “Place of Business”:**

The City of Mobile considers a “place of business” to be a specific location actually occupied, either continually or on a regular basis, by the owner or someone in the owner’s employment. It should be a place where the public can engage in commercial transactions, or regular, routine operations are conducted by employees in furtherance of the business enterprise. An occasional use or occupation of a place for business purposes is not sufficient to constitute a place of business. Mere unimproved pieces of property used simply for storage, or locations that serve purposes primarily other than that single entity’s “place of business,” such as an individual’s home or residence, or an agent’s or attorney’s office who may represent multiple parties out of that specific location, do not qualify as a “place of business” for these purposes.

“Owned” means 51% or greater active ownership by a person or persons of the designated preference category.

**E. Questions to be answered by all vendors (regardless of whether intending to claim a preference):**

**1. Do you operate a place of business within the City of Mobile or the City’s**

police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.

2. If you do not have a place of business within the City of Mobile or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.
3. Should the City of Mobile consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

**15. ALABAMA IMMIGRATION ACT**

- A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Service Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Service Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile.

**16. ANTI-BOYCOTT STATEMENT**

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

**17. CITY OF MOBILE BUSINESS LICENSE**

- A. City of Mobile Business License is required and must be current at time of

bidding.

- B.** City of Mobile is required and must be current when Contractor signs a Contract and throughout the Contract period.

**END OF SECTION**

**BID FORM**

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**The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.**

**TO:** City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

**PROJECT NAME:** SERVICE CONTRACT – VARIOUS CITY OF MOBILE FACILITIES – PEST CONTROL SERVICES – RE- BID

**PROJECT LOCATION:** VARIOUS CITY OF MOBILE LOCATIONS

**PROJECT NO.:** SC-025-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated September 6, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**CITY OF MOBILE BUSINESS LICENSE NUMBER:** \_\_\_\_\_

**CITY OF MOBILE VENDOR NUMBER:** \_\_\_\_\_

**SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER:** \_\_\_\_\_

*(Note: The Secretary of State of Alabama Account Number shall be filled in only by non-resident bidders)*

- (Check one)  (A Corporation)**  
 **(A Partnership)**  
 **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the

preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2<sup>nd</sup> Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

**BASE BID – A specified in section 01000 – Scope of Work**

Year 1 – Initial Term: \$ \_\_\_\_\_ .00  
 Year 2 – 1<sup>st</sup> Additional Term: \$ \_\_\_\_\_ .00  
 Year 3 – 2<sup>nd</sup> Additional Term: \$ \_\_\_\_\_ .00  
 Contingency Allowance: \$ 3,000 .00  
 Total: \$ \_\_\_\_\_ .00

**Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents. In case of discrepancy, the amount in words shall govern.**

**Total Bid Amount:**

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

**Year 1 – Initial Term:**

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	\$	\$
2	Aaron (Henry) Park	2010 Andrews St	X	\$	\$
3	Animal Shelter	855 Owens Street	\$	X	\$
4	Azalea City Golf Course	1000 Gaillard Drive	\$	X	\$
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	\$	\$
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	\$	\$
7	Ben May Main Library	701 Government St	\$	X	\$
8	Bienville Square Restrooms	150 Dauphin Street	X	\$	\$
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	\$	X	\$
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	\$	\$

Service Contract  
 Various City of Mobile Facilities-Pest Control Services – Re-Bid  
 SC-025-23

11	Crawford-Murphy Park	351 South Ann Street	X	\$	\$
12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	\$	\$
13	Dotch Community Center & Bath House	3100 Bank Avenue	\$	X	\$
14	Electrical Department	854 Gayle Street	\$	X	\$
15	Figures (Michael) Park Community Center	1868 Allison Street	\$	X	\$
16	Fire Station #1	6801 Overlook Road	\$	X	\$
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	\$	X	\$
18	Fire Station #6	2525 Hillcrest Road	\$	X	\$
19	Fire Station #7	5525 Commerce Boulevard East	\$	X	\$
20	Fire Station #9	1000 Houston Street	\$	X	\$
21	Fire Station #11	1004 South Broad St	\$	X	\$
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	\$	X	\$
23	Fire Station #16	1651 S. Maryvale St	\$	X	\$
24	Fire Station #17	57 South Lafayette St	\$	X	\$
25	Fire Station #18	700 Museum Drive	\$	X	\$
26	Fire Station #19	1275 Azalea Road	\$	X	\$
27	Fire Station #20	3741 Dauphin Island Parkway	\$	X	\$
28	Fire Station #21	512 Stimrad Road	\$	X	\$
29	Fire Station #22	4710 Airport Blvd.	\$	X	\$
30	Fire Station #23	2711 Airport Blvd	\$	X	\$
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	\$	X	\$
32	Fire Station #28	7050 Old Military Rd	\$	X	\$
33	Fire Station Crichton	200 Davenport Ave	\$	X	\$
34	Fire Department Central Services	2851 Old Shell Road	X	\$	\$
35	Fire Training Center	860 Owens Street	X	\$	\$
36	Fort Conde Offices & Museum	150 Royal Street	X	\$	\$
37	Fort Hardeman	720 Museum Drive	X	\$	\$
38	Garage Paint & Body Shop	901 Kelly Street	X	\$	\$
39	Government Plaza	205 Government St.	\$	X	\$
40	Harmon Thomas Community Center	1611 Belfast Street	\$	X	\$
41	Herndon-Sage Park	2900 Dauphin Street	X	\$	\$
42	Hillsdale Community Center	558 Felhorn Road East	\$	X	\$
43	Hillsdale Park	6024 Lorma Road	X	\$	\$
44	History Museum of Mobile	111 South Royal Street	\$	X	\$
45	Hope (Plateau) Community Center	850 Edwards Street	\$	X	\$
46	Hurtel Armory	1900 Hurtel Street	\$	X	\$
47	Kidd Park	800 East Street	X	\$	\$
48	Langan (Municipal) Park	4901 Zeigler Drive	X	\$	\$
49	Langan Park Ball Fields	4801 Museum Drive	X	\$	\$
50	Laun Park	5401 Windmill Drive	X	\$	\$
51	Lavretta Park	200 W. Parkway Drive	X	\$	\$
52	Library Administrative Office Annex	702 Government St	\$	X	\$
53	Library Administrative Offices	700 Government St	\$	X	\$
54	Library Local History & Genealogy	753 Government St	X	\$	\$

Service Contract  
 Various City of Mobile Facilities-Pest Control Services – Re-Bid  
 SC-025-23

55	Lyons Park	180 Lyons Park Ave	X	\$	\$
56	Magnolia Cemetery	1202 Virginia Street	X	\$	\$
57	Maitre Park	2412 Halls Mill Road	X	\$	\$
58	Matthews Park	3700 Michael Blvd.	X	\$	\$
59	McCants-Chavers Park	7220 13th Street	X	\$	\$
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	\$	\$
61	Medal of Honor Park	1711 Hillcrest Road	X	\$	\$
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	\$	\$
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	\$	\$
64	Mims Park	5400 Grishilde Drive	X	\$	\$
65	Midnight Park	5310 Colonial Oaks Drive	X	\$	\$
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	\$	X	\$
67	Mobile Museum of Art	4850 Museum Drive	X	\$	\$
68	Mobile Technology Center (MIT)	651 Church Street	\$	X	\$
69	Moorer Branch Library	4 McGregor Avenue	\$	X	\$
70	Motor Pool	745 South Broad St	X	\$	\$
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	\$	\$
72	Municipal Archives	457 Church Street	\$	X	\$
73	Newhouse Park	2960 Alston Drive	X	\$	\$
74	Oakleigh House & Barracks	263 Roper Street	X	\$	\$
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	\$	\$
76	Parkway Branch Library	1924-B Dauphin Island Parkway	\$	X	\$
77	Phoenix Fire Museum	203 S. Claiborne Street	X	\$	\$
78	Playhouse in the Park	4851 Museum Drive	X	\$	\$
79	Police Academy	1251 Virginia Street	X	\$	\$
80	Police Crime Prevention	2407 Airport Boulevard	\$	X	\$
81	Police First Precinct	850 Virginia Street	X	\$	\$
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	\$	\$
83	Police Third Precinct	2165 St. Stephens Road	X	\$	\$
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	\$	\$
85	Police Headquarters	2460 Government Blvd	\$	X	\$
86	Police Impound Lot	1251 Virginia Street	X	\$	\$
87	Police Mounted Unit	1251 Virginia Street	X	\$	\$
88	Police Special Operations Facility	850 St. Anthony Street	X	\$	\$
89	Public Buildings Complex	850 & 861 Owens Street	\$	X	\$
90	Public Works Complex	770 Gayle Street	\$	X	\$
91	Richards DAR House & Coach House	256 North Joachim Street	X	\$	\$



Service Contract  
 Various City of Mobile Facilities-Pest Control Services – Re-Bid  
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92	Rickarby Park Recreation Center	550 Rickarby Street	\$	X	\$
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	\$	X	\$
94	Sage Avenue Armory	48 N. Sage Avenue	X	\$	\$
95	Saenger Theater	6 South Joachim St	\$	X	\$
96	Stotts (Sam) Park	2150 Demotropolis Road	X	\$	\$
97	Seals (James) Community Center & Park	540 Texas Street	\$	X	\$
98	Special Events Office	2900 Dauphin Street	X	\$	\$
99	Springhill Recreation Center	1151 Springhill Avenue	\$	X	\$
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	\$	X	\$
104	T.S.A.C. (Woodcock School)	264 Rickarby Street	X	\$	\$
102	Tardy Cottage	104 S. Lawrence Street	X	\$	\$
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	\$	X	\$
104	Telecommunications	107 South Royal Street	X	\$	\$
105	Traffic Engineering	852 Gayle Street	\$	X	\$
106	Tricksey Senior Center	3055 Bank Avenue	\$	X	\$
107	Trimmier Park	3600 Alba Club Road	X	\$	\$
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	\$	X	\$
109	West Regional Library	5555 Grelot Road	\$	X	\$
110	Western Administrative Complex	4851 Museum Drive	\$	X	\$
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	\$	X
112	Gulf Quest Maritime Museum	155 South Water Street	X	\$	X
113	Mobile Police Department Headquarters Building	2460 Government Street	\$	X	X
114	Public Works Complex	770 Gayle Street	\$	X	X
115	Police First Precinct	2601 – D Dauphin Island Parkway	\$	X	X
	<b>Totals</b>		\$	\$	\$

**Year 2 – 1<sup>st</sup> Additional Term:**

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	\$	\$
2	Aaron (Henry) Park	2010 Andrews St	X	\$	\$
3	Animal Shelter	855 Owens Street	\$	X	\$
4	Azalea City Golf Course	1000 Gaillard Drive	\$	X	\$
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	\$	\$
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	\$	\$
7	Ben May Main Library	701 Government St	\$	X	\$
8	Bienville Square Restrooms	150 Dauphin Street	X	\$	\$

Service Contract  
Various City of Mobile Facilities-Pest Control Services – Re-Bid  
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9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	\$	X	\$
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	\$	\$
11	Crawford-Murphy Park	351 South Ann Street	X	\$	\$
12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	\$	\$
13	Dotch Community Center & Bath House	3100 Bank Avenue	\$	X	\$
14	Electrical Department	854 Gayle Street	\$	X	\$
15	Figures (Michael) Park Community Center	1868 Allison Street	\$	X	\$
16	Fire Station #1	6801 Overlook Road	\$	X	\$
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	\$	X	\$
18	Fire Station #6	2525 Hillcrest Road	\$	X	\$
19	Fire Station #7	5525 Commerce Boulevard East	\$	X	\$
20	Fire Station #9	1000 Houston Street	\$	X	\$
21	Fire Station #11	1004 South Broad St	\$	X	\$
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	\$	X	\$
23	Fire Station #16	1651 S. Maryvale St	\$	X	\$
24	Fire Station #17	57 South Lafayette St	\$	X	\$
25	Fire Station #18	700 Museum Drive	\$	X	\$
26	Fire Station #19	1275 Azalea Road	\$	X	\$
27	Fire Station #20	3741 Dauphin Island Parkway	\$	X	\$
28	Fire Station #21	512 Stimrad Road	\$	X	\$
29	Fire Station #22	4710 Airport Blvd.	\$	X	\$
30	Fire Station #23	2711 Airport Blvd	\$	X	\$
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	\$	X	\$
32	Fire Station #28	7050 Old Military Rd	\$	X	\$
33	Fire Station Crichton	200 Davenport Ave	\$	X	\$
34	Fire Department Central Services	2851 Old Shell Road	X	\$	\$
35	Fire Training Center	860 Owens Street	X	\$	\$
36	Fort Conde Offices & Museum	150 Royal Street	X	\$	\$
37	Fort Hardeman	720 Museum Drive	X	\$	\$
38	Garage Paint & Body Shop	901 Kelly Street	X	\$	\$
39	Government Plaza	205 Government St.	\$	X	\$
40	Harmon Thomas Community Center	1611 Belfast Street	\$	X	\$
41	Herndon-Sage Park	2900 Dauphin Street	X	\$	\$
42	Hillsdale Community Center	558 Felhorn Road East	\$	X	\$
43	Hillsdale Park	6024 Lorma Road	X	\$	\$
44	History Museum of Mobile	111 South Royal Street	\$	X	\$
45	Hope (Plateau) Community Center	850 Edwards Street	\$	X	\$
46	Hurtel Armory	1900 Hurtel Street	\$	X	\$
47	Kidd Park	800 East Street	X	\$	\$
48	Langan (Municipal) Park	4901 Zeigler Drive	X	\$	\$
49	Langan Park Ball Fields	4801 Museum Drive	X	\$	\$
50	Laun Park	5401 Windmill Drive	X	\$	\$

Service Contract  
 Various City of Mobile Facilities-Pest Control Services – Re-Bid  
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51	Lavretta Park	200 W. Parkway Drive	X	\$	\$
52	Library Administrative Office Annex	702 Government St	\$	X	\$
53	Library Administrative Offices	700 Government St	\$	X	\$
54	Library Local History & Genealogy	753 Government St	X	\$	\$
55	Lyons Park	180 Lyons Park Ave	X	\$	\$
56	Magnolia Cemetery	1202 Virginia Street	X	\$	\$
57	Maitre Park	2412 Halls Mill Road	X	\$	\$
58	Matthews Park	3700 Michael Blvd.	X	\$	\$
59	McCants-Chavers Park	7220 13th Street	X	\$	\$
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	\$	\$
61	Medal of Honor Park	1711 Hillcrest Road	X	\$	\$
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	\$	\$
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	\$	\$
64	Mims Park	5400 Grishilde Drive	X	\$	\$
65	Midnight Park	5310 Colonial Oaks Drive	X	\$	\$
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	\$	X	\$
67	Mobile Museum of Art	4850 Museum Drive	X	\$	\$
68	Mobile Technology Center (MIT)	651 Church Street	\$	X	\$
69	Moorer Branch Library	4 McGregor Avenue	\$	X	\$
70	Motor Pool	745 South Broad St	X	\$	\$
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	\$	\$
72	Municipal Archives	457 Church Street	\$	X	\$
73	Newhouse Park	2960 Alston Drive	X	\$	\$
74	Oakleigh House & Barracks	263 Roper Street	X	\$	\$
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	\$	\$
76	Parkway Branch Library	1924-B Dauphin Island Parkway	\$	X	\$
77	Phoenix Fire Museum	203 S. Claiborne Street	X	\$	\$
78	Playhouse in the Park	4851 Museum Drive	X	\$	\$
79	Police Academy	1251 Virginia Street	X	\$	\$
80	Police Crime Prevention	2407 Airport Boulevard	\$	X	\$
81	Police First Precinct	850 Virginia Street	X	\$	\$
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	\$	\$
83	Police Third Precinct	2165 St. Stephens Road	X	\$	\$
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	\$	\$
85	Police Headquarters	2460 Government Blvd	\$	X	\$
86	Police Impound Lot	1251 Virginia Street	X	\$	\$
87	Police Mounted Unit	1251 Virginia Street	X	\$	\$

Service Contract  
 Various City of Mobile Facilities-Pest Control Services – Re-Bid  
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88	Police Special Operations Facility	850 St. Anthony Street	X	\$	\$
89	Public Buildings Complex	850 & 861 Owens Street	\$	X	\$
90	Public Works Complex	770 Gayle Street	\$	X	\$
91	Richards DAR House & Coach House	256 North Joachim Street	X	\$	\$
92	Rickarby Park Recreation Center	550 Rickarby Street	\$	X	\$
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	\$	X	\$
94	Sage Avenue Armory	48 N. Sage Avenue	X	\$	\$
95	Saenger Theater	6 South Joachim St	\$	X	\$
96	Stotts (Sam) Park	2150 Demotropolis Road	X	\$	\$
97	Seals (James) Community Center & Park	540 Texas Street	\$	X	\$
98	Special Events Office	2900 Dauphin Street	X	\$	\$
99	Springhill Recreation Center	1151 Springhill Avenue	\$	X	\$
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	\$	X	\$
101	T.S.A.C. (Woodcock School)	261 Rickarby Street	X	\$	\$
102	Tardy Cottage	104 S. Lawrence Street	X	\$	\$
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	\$	X	\$
104	Telecommunications	107 South Royal Street	X	\$	\$
105	Traffic Engineering	852 Gayle Street	\$	X	\$
106	Tricksey Senior Center	3055 Bank Avenue	\$	X	\$
107	Trimmier Park	3600 Alba Club Road	X	\$	\$
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	\$	X	\$
109	West Regional Library	5555 Grelot Road	\$	X	\$
110	Western Administrative Complex	4851 Museum Drive	\$	X	\$
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	\$	X
112	Gulf Quest Maritime Museum	155 South Water Street	X	\$	X
113	Mobile Police Department Headquarters Building	2460 Government Street	\$	X	X
114	Public Works Complex	770 Gayle Street	\$	X	X
115	Police First Precinct	2601 – D Dauphin Island Parkway	\$	X	X
	<b>Totals</b>		\$	\$	\$

**Year 3 – 2<sup>nd</sup> Additional Term:**

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	\$	\$
2	Aaron (Henry) Park	2010 Andrews St	X	\$	\$
3	Animal Shelter	855 Owens Street	\$	X	\$
4	Azalea City Golf Course	1000 Gaillard Drive	\$	X	\$

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5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	\$	\$
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	\$	\$
7	Ben May Main Library	701 Government St	\$	X	\$
8	Bienville Square Restrooms	150 Dauphin Street	X	\$	\$
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	\$	X	\$
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	\$	\$
11	Crawford-Murphy Park	351 South Ann Street	X	\$	\$
12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	\$	\$
13	Dotch Community Center & Bath House	3100 Bank Avenue	\$	X	\$
14	Electrical Department	854 Gayle Street	\$	X	\$
15	Figures (Michael) Park Community Center	1868 Allison Street	\$	X	\$
16	Fire Station #1	6801 Overlook Road	\$	X	\$
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	\$	X	\$
18	Fire Station #6	2525 Hillcrest Road	\$	X	\$
19	Fire Station #7	5525 Commerce Boulevard East	\$	X	\$
20	Fire Station #9	1000 Houston Street	\$	X	\$
21	Fire Station #11	1004 South Broad St	\$	X	\$
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	\$	X	\$
23	Fire Station #16	1651 S. Maryvale St	\$	X	\$
24	Fire Station #17	57 South Lafayette St	\$	X	\$
25	Fire Station #18	700 Museum Drive	\$	X	\$
26	Fire Station #19	1275 Azalea Road	\$	X	\$
27	Fire Station #20	3741 Dauphin Island Parkway	\$	X	\$
28	Fire Station #21	512 Stimrad Road	\$	X	\$
29	Fire Station #22	4710 Airport Blvd.	\$	X	\$
30	Fire Station #23	2711 Airport Blvd	\$	X	\$
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	\$	X	\$
32	Fire Station #28	7050 Old Military Rd	\$	X	\$
33	Fire Station Crichton	200 Davenport Ave	\$	X	\$
34	Fire Department Central Services	2851 Old Shell Road	X	\$	\$
35	Fire Training Center	860 Owens Street	X	\$	\$
36	Fort Conde Offices & Museum	150 Royal Street	X	\$	\$
37	Fort Hardeman	720 Museum Drive	X	\$	\$
38	Garage Paint & Body Shop	901 Kelly Street	X	\$	\$
39	Government Plaza	205 Government St.	\$	X	\$
40	Harmon Thomas Community Center	1611 Belfast Street	\$	X	\$
41	Herndon-Sage Park	2900 Dauphin Street	X	\$	\$
42	Hillsdale Community Center	558 Felhorn Road East	\$	X	\$
43	Hillsdale Park	6024 Lorma Road	X	\$	\$

Service Contract  
 Various City of Mobile Facilities-Pest Control Services – Re-Bid  
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44	History Museum of Mobile	111 South Royal Street	\$	X	\$
45	Hope (Plateau) Community Center	850 Edwards Street	\$	X	\$
46	Hurtel Armory	1900 Hurtel Street	\$	X	\$
47	Kidd Park	800 East Street	X	\$	\$
48	Langan (Municipal) Park	4901 Zeigler Drive	X	\$	\$
49	Langan Park Ball Fields	4801 Museum Drive	X	\$	\$
50	Laun Park	5401 Windmill Drive	X	\$	\$
51	Lavretta Park	200 W. Parkway Drive	X	\$	\$
52	Library Administrative Office Annex	702 Government St	\$	X	\$
53	Library Administrative Offices	700 Government St	\$	X	\$
54	Library Local History & Genealogy	753 Government St	X	\$	\$
55	Lyons Park	180 Lyons Park Ave	X	\$	\$
56	Magnolia Cemetery	1202 Virginia Street	X	\$	\$
57	Maitre Park	2412 Halls Mill Road	X	\$	\$
58	Matthews Park	3700 Michael Blvd.	X	\$	\$
59	McCants-Chavers Park	7220 13th Street	X	\$	\$
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	\$	\$
61	Medal of Honor Park	1711 Hillcrest Road	X	\$	\$
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	\$	\$
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	\$	\$
64	Mims Park	5400 Grishilde Drive	X	\$	\$
65	Midnight Park	5310 Colonial Oaks Drive	X	\$	\$
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	\$	X	\$
67	Mobile Museum of Art	4850 Museum Drive	X	\$	\$
68	Mobile Technology Center (MIT)	651 Church Street	\$	X	\$
69	Moorer Branch Library	4 McGregor Avenue	\$	X	\$
70	Motor Pool	745 South Broad St	X	\$	\$
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	\$	\$
72	Municipal Archives	457 Church Street	\$	X	\$
73	Newhouse Park	2960 Alston Drive	X	\$	\$
74	Oakleigh House & Barracks	263 Roper Street	X	\$	\$
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	\$	\$
76	Parkway Branch Library	1924-B Dauphin Island Parkway	\$	X	\$
77	Phoenix Fire Museum	203 S. Claiborne Street	X	\$	\$
78	Playhouse in the Park	4851 Museum Drive	X	\$	\$
79	Police Academy	1251 Virginia Street	X	\$	\$
80	Police Crime Prevention	2407 Airport Boulevard	\$	X	\$
81	Police First Precinct	850 Virginia Street	X	\$	\$
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	\$	\$

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 Various City of Mobile Facilities-Pest Control Services – Re-Bid  
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83	Police Third Precinct	2165 St. Stephens Road	X	\$	\$
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	\$	\$
85	Police Headquarters	2460 Government Blvd	\$	X	\$
86	Police Impound Lot	1251 Virginia Street	X	\$	\$
87	Police Mounted Unit	1251 Virginia Street	X	\$	\$
88	Police Special Operations Facility	850 St. Anthony Street	X	\$	\$
89	Public Buildings Complex	850 & 861 Owens Street	\$	X	\$
90	Public Works Complex	770 Gayle Street	\$	X	\$
91	Richards DAR House & Coach House	256 North Joachim Street	X	\$	\$
92	Rickarby Park Recreation Center	550 Rickarby Street	\$	X	\$
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	\$	X	\$
94	Sage Avenue Armory	48 N. Sage Avenue	X	\$	\$
95	Saenger Theater	6 South Joachim St	\$	X	\$
96	Stotts (Sam) Park	2150 Demotropolis Road	X	\$	\$
97	Seals (James) Community Center & Park	540 Texas Street	\$	X	\$
98	Special Events Office	2900 Dauphin Street	X	\$	\$
99	Springhill Recreation Center	1151 Springhill Avenue	\$	X	\$
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	\$	X	\$
101	T.S.A.C. (Woodcock School)	261 Rickarby Street	X	\$	\$
102	Tardy Cottage	104 S. Lawrence Street	X	\$	\$
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	\$	X	\$
104	Telecommunications	107 South Royal Street	X	\$	\$
105	Traffic Engineering	852 Gayle Street	\$	X	\$
106	Tricksey Senior Center	3055 Bank Avenue	\$	X	\$
107	Trimmier Park	3600 Alba Club Road	X	\$	\$
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	\$	X	\$
109	West Regional Library	5555 Grelot Road	\$	X	\$
110	Western Administrative Complex	4851 Museum Drive	\$	X	\$
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	\$	X
112	Gulf Quest Maritime Museum	155 South Water Street	X	\$	X
113	Mobile Police Department Headquarters Building	2460 Government Street	\$	X	X
114	Public Works Complex	770 Gayle Street	\$	X	X
115	Police First Precinct	2601 – D Dauphin Island Parkway	\$	X	X
	<b>Totals</b>		\$	\$	\$

The City of Mobile reserves the rights to add, remove and modify services, as needed

during the term of this Agreement.

**UNIT PRICES –** for Additional Services as specified in Section 01000 – Scope of Work:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

1. Regular Time (8am to 5pm, Monday through Friday):  
Year 1: \$ \_\_\_\_\_ per hour;  
Year 2: \$ \_\_\_\_\_ per hour;  
Year 3: \$ \_\_\_\_\_ per hour
  
2. Overtime (5pm to 8am, Monday through Friday, and Weekends):  
Year 1: \$ \_\_\_\_\_ per hour;  
Year 2: \$ \_\_\_\_\_ per hour;  
Year 3: \$ \_\_\_\_\_ per hour
  
3. Overtime Holidays (Bidder's Holidays):  
Year 1: \$ \_\_\_\_\_ per hour;  
Year 2: \$ \_\_\_\_\_ per hour;  
Year 3: \$ \_\_\_\_\_ per hour

Additional Material: Shall be billed at Service Contractor's direct cost plus Fifteen (15%) percent.

**CONTINGENCY ALLOWANCE:**

\$3,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

1. **BID INCLUDES:**  
Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_
  
2. **BID SECURITY:** The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.
  
3. **NON-DISCRIMINATION:** The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.



**4. REFERENCES:** Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

**A.** Reference #1:  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Date(s): \_\_\_\_\_

**B.** Reference #2:  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Date(s): \_\_\_\_\_

**C.** Reference #3:  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Date(s): \_\_\_\_\_

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5. **SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

**COMPANY NAME:** \_\_\_\_\_  
(Typed)

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

**COMPANY OFFICER:** \_\_\_\_\_  
(Typed)

**TITLE** \_\_\_\_\_  
(Typed)

**DATE** \_\_\_\_\_, 20 \_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of 20 \_\_\_\_

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

**END OF SECTION**

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

---

This **AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_, by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**:

Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
City of Mobile License Number: \_\_\_\_\_  
City of Mobile Vendor Number: \_\_\_\_\_

for the following PROJECT:

**PROJECT NAME:** SERVICE CONTRACT – VARIOUS CITY OF MOBILE LOCATIONS – PEST CONTROL SERVICES – RE-BID

**PROJECT LOCATION:** VARIOUS CITY OF MOBILE LOCATIONS

**PROJECT NUMBER:** SC-025-23

County of Mobile  
City of Mobile, Alabama

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

**ARTICLE 1. Statement of Work to be Performed:**

**1.1** The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide pest control services at various City of Mobile locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

**ARTICLE 2. Term of Contract:**

**2.1** The work shall be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of the Contract is for a period of one (1) year commencing on the date of the notice to the Service Contractor to proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third

year (2<sup>nd</sup> Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

**ARTICLE 3. Contract Sum:**

**3.1** The City shall pay the Service Contractor for the Initial Term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 – Initial Term: \$ \_\_\_\_\_ .00  
 Year 2 – 1<sup>st</sup> Additional Term: \$ \_\_\_\_\_ .00  
 Year 3 – 2<sup>nd</sup> Additional Term: \$ \_\_\_\_\_ .00  
 Contingency Allowance: \$  3,000  .00  
**Total:** \$ \_\_\_\_\_ .00

(Amount in Words)

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

**3.2** Schedule of Values:

**Year 1 – Initial Term:**

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	\$	\$
2	Aaron (Henry) Park	2010 Andrews St	X	\$	\$
3	Animal Shelter	855 Owens Street	\$	X	\$
4	Azalea City Golf Course	1000 Gaillard Drive	\$	X	\$
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	\$	\$
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	\$	\$
7	Ben May Main Library	701 Government St	\$	X	\$
8	Bienville Square Restrooms	150 Dauphin Street	X	\$	\$
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	\$	X	\$
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	\$	\$
11	Crawford-Murphy Park	351 South Ann Street	X	\$	\$
12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	\$	\$
13	Dotch Community Center & Bath House	3100 Bank Avenue	\$	X	\$

Service Contract  
 Various City of Mobile Facilities-Pest Control Services – Re-Bid  
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14	Electrical Department	854 Gayle Street	\$	X	\$
15	Figures (Michael) Park Community Center	1868 Allison Street	\$	X	\$
16	Fire Station #1	6801 Overlook Road	\$	X	\$
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	\$	X	\$
18	Fire Station #6	2525 Hillcrest Road	\$	X	\$
19	Fire Station #7	5525 Commerce Boulevard East	\$	X	\$
20	Fire Station #9	1000 Houston Street	\$	X	\$
21	Fire Station #11	1004 South Broad St	\$	X	\$
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	\$	X	\$
23	Fire Station #16	1651 S. Maryvale St	\$	X	\$
24	Fire Station #17	57 South Lafayette St	\$	X	\$
25	Fire Station #18	700 Museum Drive	\$		
26	Fire Station #19	1275 Azalea Road	\$	X	\$
27	Fire Station #20	3741 Dauphin Island Parkway	\$	X	\$
28	Fire Station #21	512 Stimrad Road	\$	X	\$
29	Fire Station #22	4710 Airport Blvd.	\$	X	\$
30	Fire Station #23	2711 Airport Blvd	\$	X	\$
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	\$	X	\$
32	Fire Station #28	7050 Old Military Rd	\$	X	\$
33	Fire Station Crichton	200 Davenport Ave	\$	X	\$
34	Fire Department Central Services	2851 Old Shell Road	X	\$	\$
35	Fire Training Center	860 Owens Street	X	\$	\$
36	Fort Conde Offices & Museum	150 Royal Street	X	\$	\$
37	Fort Hardeman	720 Museum Drive	X	\$	\$
38	Garage Paint & Body Shop	901 Kelly Street	X	\$	\$
39	Government Plaza	205 Government St.	\$	X	\$
40	Harmon Thomas Community Center	1611 Belfast Street	\$	X	\$
41	Herndon-Sage Park	2900 Dauphin Street	X	\$	\$
42	Hillsdale Community Center	558 Felhorn Road East	\$	X	\$
43	Hillsdale Park	6024 Lorma Road	X	\$	\$
44	History Museum of Mobile	111 South Royal Street	\$	X	\$
45	Hope (Plateau) Community Center	850 Edwards Street	\$	X	\$
46	Hurtel Armory	1900 Hurtel Street	\$	X	\$
47	Kidd Park	800 East Street	X	\$	\$
48	Langan (Municipal) Park	4901 Zeigler Drive	X	\$	\$
49	Langan Park Ball Fields	4801 Museum Drive	X	\$	\$
50	Laun Park	5401 Windmill Drive	X	\$	\$
51	Lavretta Park	200 W. Parkway Drive	X	\$	\$
52	Library Administrative Office Annex	702 Government St	\$	X	\$
53	Library Administrative Offices	700 Government St	\$	X	\$
54	Library Local History & Genealogy	753 Government St	X	\$	\$
55	Lyons Park	180 Lyons Park Ave	X	\$	\$
56	Magnolia Cemetery	1202 Virginia Street	X	\$	\$
57	Maitre Park	2412 Halls Mill Road	X	\$	\$

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58	Matthews Park	3700 Michael Blvd.	X	\$	\$
59	McCants-Chavers Park	7220 13th Street	X	\$	\$
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	\$	\$
61	Medal of Honor Park	1711 Hillcrest Road	X	\$	\$
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	\$	\$
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	\$	\$
64	Mims Park	5400 Grishiilde Drive	X	\$	\$
65	Midnight Park	5310 Colonial Oaks Drive	X	\$	\$
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	\$	X	\$
67	Mobile Museum of Art	4850 Museum Drive	X	\$	\$
68	Mobile Technology Center (MIT)	651 Church Street	\$	X	\$
69	Moorer Branch Library	4 McGregor Avenue	\$	X	\$
70	Motor Pool	745 South Broad St	X	\$	\$
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	\$	\$
72	Municipal Archives	457 Church Street	\$	X	\$
73	Newhouse Park	2960 Alston Drive	X	\$	\$
74	Oakleigh House & Barracks	263 Roper Street	X	\$	\$
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	\$	\$
76	Parkway Branch Library	1924-B Dauphin Island Parkway	\$	X	\$
77	Phoenix Fire Museum	203 S. Claiborne Street	X	\$	\$
78	Playhouse in the Park	4851 Museum Drive	X	\$	\$
79	Police Academy	1251 Virginia Street	X	\$	\$
80	Police Crime Prevention	2407 Airport Boulevard	\$	X	\$
81	Police First Precinct	850 Virginia Street	X	\$	\$
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	\$	\$
83	Police Third Precinct	2165 St. Stephens Road	X	\$	\$
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	\$	\$
85	Police Headquarters	2460 Government Blvd	\$	X	\$
86	Police Impound Lot	1251 Virginia Street	X	\$	\$
87	Police Mounted Unit	1251 Virginia Street	X	\$	\$
88	Police Special Operations Facility	850 St. Anthony Street	X	\$	\$
89	Public Buildings Complex	850 & 861 Owens Street	\$	X	\$
90	Public Works Complex	770 Gayle Street	\$	X	\$
91	Richards DAR House & Coach House	256 North Joachim Street	X	\$	\$
92	Rickarby Park Recreation Center	550 Rickarby Street	\$	X	\$
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	\$	X	\$
94	Sage Avenue Armory	48 N. Sage Avenue	X	\$	\$

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95	Saenger Theater	6 South Joachim St	\$	X	\$
96	Stotts (Sam) Park	2150 Demotropolis Road	X	\$	\$
97	Seals (James) Community Center & Park	540 Texas Street	\$	X	\$
98	Special Events Office	2900 Dauphin Street	X	\$	\$
99	Springhill Recreation Center	1151 Springhill Avenue	\$	X	\$
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	\$	X	\$
101	T.S.A.C. (Woodcock School)	261 Rickarby Street	X	\$	\$
102	Tardy Cottage	104 S. Lawrence Street	X	\$	\$
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	\$	X	\$
104	Telecommunications	107 South Royal Street	X	\$	\$
105	Traffic Engineering	852 Gayle Street	\$	X	\$
106	Tricksey Senior Center	3055 Bank Avenue	\$	X	\$
107	Trimmier Park	3600 Alba Club Road	X	\$	\$
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	\$	X	\$
109	West Regional Library	5555 Grelot Road	\$	X	\$
110	Western Administrative Complex	4851 Museum Drive	\$	X	\$
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	\$	X
112	Gulf Quest Maritime Museum	155 South Water Street	X	\$	X
113	Mobile Police Department Headquarters Building	2460 Government Street	\$	X	X
114	Public Works Complex	770 Gayle Street	\$	X	X
115	Police First Precinct	2601 – D Dauphin Island Parkway	\$	X	X
	<b>Totals</b>		\$	\$	\$

**Year 2 – 1<sup>st</sup> Additional Term:**

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	\$	\$
2	Aaron (Henry) Park	2010 Andrews St	X	\$	\$
3	Animal Shelter	855 Owens Street	\$	X	\$
4	Azalea City Golf Course	1000 Gaillard Drive	\$	X	\$
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	\$	\$
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	\$	\$
7	Ben May Main Library	701 Government St	\$	X	\$
8	Bienville Square Restrooms	150 Dauphin Street	X	\$	\$
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	\$	X	\$
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	\$	\$
11	Crawford-Murphy Park	351 South Ann Street	X	\$	\$

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12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	\$	\$
13	Dotch Community Center & Bath House	3100 Bank Avenue	\$	X	\$
14	Electrical Department	854 Gayle Street	\$	X	\$
15	Figures (Michael) Park Community Center	1868 Allison Street	\$	X	\$
16	Fire Station #1	6801 Overlook Road	\$	X	\$
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	\$	X	\$
18	Fire Station #6	2525 Hillcrest Road	\$	X	\$
19	Fire Station #7	5525 Commerce Boulevard East	\$	X	\$
20	Fire Station #9	1000 Houston Street	\$	X	\$
21	Fire Station #11	1004 South Broad St	\$	X	\$
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	\$	X	\$
23	Fire Station #16	1651 S. Maryvale St	\$	X	\$
24	Fire Station #17	57 South Lafayette St	\$	X	\$
25	Fire Station #18	700 Museum Drive	\$	X	\$
26	Fire Station #19	1275 Azalea Road	\$	X	\$
27	Fire Station #20	3741 Dauphin Island Parkway	\$	X	\$
28	Fire Station #21	512 Stimrad Road	\$	X	\$
29	Fire Station #22	4710 Airport Blvd.	\$	X	\$
30	Fire Station #23	2711 Airport Blvd	\$	X	\$
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	\$	X	\$
32	Fire Station #28	7050 Old Military Rd	\$	X	\$
33	Fire Station Crichton	200 Davenport Ave	\$	X	\$
34	Fire Department Central Services	2851 Old Shell Road	X	\$	\$
35	Fire Training Center	860 Owens Street	X	\$	\$
36	Fort Conde Offices & Museum	150 Royal Street	X	\$	\$
37	Fort Hardeman	720 Museum Drive	X	\$	\$
38	Garage Paint & Body Shop	901 Kelly Street	X	\$	\$
39	Government Plaza	205 Government St.	\$	X	\$
40	Harmon Thomas Community Center	1611 Belfast Street	\$	X	\$
41	Herndon-Sage Park	2900 Dauphin Street	X	\$	\$
42	Hillsdale Community Center	558 Felhorn Road East	\$	X	\$
43	Hillsdale Park	6024 Lorma Road	X	\$	\$
44	History Museum of Mobile	111 South Royal Street	\$	X	\$
45	Hope (Plateau) Community Center	850 Edwards Street	\$	X	\$
46	Hurtel Armory	1900 Hurtel Street	\$	X	\$
47	Kidd Park	800 East Street	X	\$	\$
48	Langan (Municipal) Park	4901 Zeigler Drive	X	\$	\$
49	Langan Park Ball Fields	4801 Museum Drive	X	\$	\$
50	Laun Park	5401 Windmill Drive	X	\$	\$
51	Lavretta Park	200 W. Parkway Drive	X	\$	\$
52	Library Administrative Office Annex	702 Government St	\$	X	\$
53	Library Administrative Offices	700 Government St	\$	X	\$



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54	Library Local History & Genealogy	753 Government St	X	\$	\$
55	Lyons Park	180 Lyons Park Ave	X	\$	\$
56	Magnolia Cemetery	1202 Virginia Street	X	\$	\$
57	Maitre Park	2412 Halls Mill Road	X	\$	\$
58	Matthews Park	3700 Michael Blvd.	X	\$	\$
59	McCants-Chavers Park	7220 13th Street	X	\$	\$
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	\$	\$
61	Medal of Honor Park	1711 Hillcrest Road	X	\$	\$
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	\$	\$
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	\$	\$
64	Mims Park	5400 Grishilde Drive	X	\$	\$
65	Midnight Park	5310 Colonial Oaks Drive	X	\$	\$
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	\$	X	\$
67	Mobile Museum of Art	4850 Museum Drive	X	\$	\$
68	Mobile Technology Center (MIT)	651 Church Street	\$	X	\$
69	Moorer Branch Library	4 McGregor Avenue	\$	X	\$
70	Motor Pool	745 South Broad St	X	\$	\$
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	\$	\$
72	Municipal Archives	457 Church Street	\$	X	\$
73	Newhouse Park	2960 Alston Drive	X	\$	\$
74	Oakleigh House & Barracks	263 Roper Street	X	\$	\$
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	\$	\$
76	Parkway Branch Library	1924-B Dauphin Island Parkway	\$	X	\$
77	Phoenix Fire Museum	203 S. Claiborne Street	X	\$	\$
78	Playhouse in the Park	4851 Museum Drive	X	\$	\$
79	Police Academy	1251 Virginia Street	X	\$	\$
80	Police Crime Prevention	2407 Airport Boulevard	\$	X	\$
81	Police First Precinct	850 Virginia Street	X	\$	\$
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	\$	\$
83	Police Third Precinct	2165 St. Stephens Road	X	\$	\$
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	\$	\$
85	Police Headquarters	2460 Government Blvd	\$	X	\$
86	Police Impound Lot	1251 Virginia Street	X	\$	\$
87	Police Mounted Unit	1251 Virginia Street	X	\$	\$
88	Police Special Operations Facility	850 St. Anthony Street	X	\$	\$
89	Public Buildings Complex	850 & 861 Owens Street	\$	X	\$
90	Public Works Complex	770 Gayle Street	\$	X	\$
91	Richards DAR House & Coach House	256 North Joachim Street	X	\$	\$

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92	Rickarby Park Recreation Center	550 Rickarby Street	\$	X	\$
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	\$	X	\$
94	Sage Avenue Armory	48 N. Sage Avenue	X	\$	\$
95	Saenger Theater	6 South Joachim St	\$	X	\$
96	Stotts (Sam) Park	2150 Demotropolis Road	X	\$	\$
97	Seals (James) Community Center & Park	540 Texas Street	\$	X	\$
98	Special Events Office	2900 Dauphin Street	X	\$	\$
99	Springhill Recreation Center	1151 Springhill Avenue	\$	X	\$
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	\$	X	\$
101	T.S.A.C. (Woodcock School)	261 Rickarby Street	X	\$	\$
102	Tardy Cottage	104 S. Lawrence Street	X	\$	\$
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	\$	X	\$
104	Telecommunications	107 South Royal Street	X	\$	\$
105	Traffic Engineering	852 Gayle Street	\$	X	\$
106	Tricksey Senior Center	3055 Bank Avenue	\$	X	\$
107	Trimmier Park	3600 Alba Club Road	X	\$	\$
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	\$	X	\$
109	West Regional Library	5555 Grelot Road	\$	X	\$
110	Western Administrative Complex	4851 Museum Drive	\$	X	\$
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	\$	X
112	Gulf Quest Maritime Museum	155 South Water Street	X	\$	X
113	Mobile Police Department Headquarters Building	2460 Government Street	\$	X	X
114	Public Works Complex	770 Gayle Street	\$	X	X
115	Police First Precinct	2601 – D Dauphin Island Parkway	\$	X	X
	<b>Totals</b>		\$	\$	\$

**Year 3 – 2<sup>nd</sup> Additional Term:**

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	\$	\$
2	Aaron (Henry) Park	2010 Andrews St	X	\$	\$
3	Animal Shelter	855 Owens Street	\$	X	\$
4	Azalea City Golf Course	1000 Gaillard Drive	\$	X	\$
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	\$	\$
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	\$	\$
7	Ben May Main Library	701 Government St	\$	X	\$
8	Bienville Square Restrooms	150 Dauphin Street	X	\$	\$

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9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	\$	X	\$
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	\$	\$
11	Crawford-Murphy Park	351 South Ann Street	X	\$	\$
12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	\$	\$
13	Dotch Community Center & Bath House	3100 Bank Avenue	\$	X	\$
14	Electrical Department	854 Gayle Street	\$	X	\$
15	Figures (Michael) Park Community Center	1868 Allison Street	\$	X	\$
16	Fire Station #1	6801 Overlook Road	\$	X	\$
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	\$	X	\$
18	Fire Station #6	2525 Hillcrest Road	\$	X	\$
19	Fire Station #7	5525 Commerce Boulevard East	\$	X	\$
20	Fire Station #9	1000 Houston Street	\$	X	\$
21	Fire Station #11	1004 South Broad St	\$	X	\$
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	\$	X	\$
23	Fire Station #16	1651 S. Maryvale St	\$	X	\$
24	Fire Station #17	57 South Lafayette St	\$	X	\$
25	Fire Station #18	700 Museum Drive	\$	X	\$
26	Fire Station #19	1275 Azalea Road	\$	X	\$
27	Fire Station #20	3741 Dauphin Island Parkway	\$	X	\$
28	Fire Station #21	512 Stimrad Road	\$	X	\$
29	Fire Station #22	4710 Airport Blvd.	\$	X	\$
30	Fire Station #23	2711 Airport Blvd	\$	X	\$
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	\$	X	\$
32	Fire Station #28	7050 Old Military Rd	\$	X	\$
33	Fire Station Crichton	200 Davenport Ave	\$	X	\$
34	Fire Department Central Services	2851 Old Shell Road	X	\$	\$
35	Fire Training Center	860 Owens Street	X	\$	\$
36	Fort Conde Offices & Museum	150 Royal Street	X	\$	\$
37	Fort Hardeman	720 Museum Drive	X	\$	\$
38	Garage Paint & Body Shop	901 Kelly Street	X	\$	\$
39	Government Plaza	205 Government St.	\$	X	\$
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44	History Museum of Mobile	111 South Royal Street	\$	X	\$
45	Hope (Plateau) Community Center	850 Edwards Street	\$	X	\$
46	Hurtel Armory	1900 Hurtel Street	\$	X	\$
47	Kidd Park	800 East Street	X	\$	\$
48	Langan (Municipal) Park	4901 Zeigler Drive	X	\$	\$
49	Langan Park Ball Fields	4801 Museum Drive	X	\$	\$

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50	Laun Park	5401 Windmill Drive	X	\$	\$
51	Lavretta Park	200 W. Parkway Drive	X	\$	\$
52	Library Administrative Office Annex	702 Government St	\$	X	\$
53	Library Administrative Offices	700 Government St	\$	X	\$
54	Library Local History & Genealogy	753 Government St	X	\$	\$
55	Lyons Park	180 Lyons Park Ave	X	\$	\$
56	Magnolia Cemetery	1202 Virginia Street	X	\$	\$
57	Maitre Park	2412 Halls Mill Road	X	\$	\$
58	Matthews Park	3700 Michael Blvd.	X	\$	\$
59	McCants-Chavers Park	7220 13th Street	X	\$	\$
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	\$	\$
61	Medal of Honor Park	1711 Hillcrest Road	X	\$	\$
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66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	\$	X	\$
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69	Moorer Branch Library	4 McGregor Avenue	\$	X	\$
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71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	\$	\$
72	Municipal Archives	457 Church Street	\$	X	\$
73	Newhouse Park	2960 Alston Drive	X	\$	\$
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75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	\$	\$
76	Parkway Branch Library	1924-B Dauphin Island Parkway	\$	X	\$
77	Phoenix Fire Museum	203 S. Claiborne Street	X	\$	\$
78	Playhouse in the Park	4851 Museum Drive	X	\$	\$
79	Police Academy	1251 Virginia Street	X	\$	\$
80	Police Crime Prevention	2407 Airport Boulevard	\$	X	\$
81	Police First Precinct	850 Virginia Street	X	\$	\$
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	\$	\$
83	Police Third Precinct	2165 St. Stephens Road	X	\$	\$
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	\$	\$
85	Police Headquarters	2460 Government Blvd	\$	X	\$
86	Police Impound Lot	1251 Virginia Street	X	\$	\$
87	Police Mounted Unit	1251 Virginia Street	X	\$	\$

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88	Police Special Operations Facility	850 St. Anthony Street	X	\$	\$
89	Public Buildings Complex	850 & 861 Owens Street		X	\$
90	Public Works Complex	770 Gayle Street		X	\$
91	Richards DAR House & Coach House	256 North Joachim Street	X	\$	\$
92	Rickarby Park Recreation Center	550 Rickarby Street		X	\$
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard		X	\$
94	Sage Avenue Armory	48 N. Sage Avenue	X	\$	\$
95	Saenger Theater	6 South Joachim St		X	\$
96	Stotts (Sam) Park	2150 Demotropolis Road	X	\$	\$
97	Seals (James) Community Center & Park	540 Texas Street		X	\$
98	Special Events Office	2900 Dauphin Street	X	\$	\$
99	Springhill Recreation Center	1151 Springhill Avenue		X	\$
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street		X	\$
101	T.S.A.C. (Woodcock School)	261 Rickarby Street	X	\$	\$
102	Tardy Cottage	104 S. Lawrence Street	X	\$	\$
103	Taylor Park Community Center & Pool House	1050 Baltimore Street		X	\$
104	Telecommunications	107 South Royal Street	X	\$	\$
105	Traffic Engineering	852 Gayle Street		X	\$
106	Tricksey Senior Center	3055 Bank Avenue		X	\$
107	Trimmier Park	3600 Alba Club Road	X	\$	\$
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road		X	\$
109	West Regional Library	5555 Grelot Road		X	\$
110	Western Administrative Complex	4851 Museum Drive		X	\$
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	\$	X
112	Gulf Quest Maritime Museum	155 South Water Street	X	\$	X
113	Mobile Police Department Headquarters Building	2460 Government Street		X	X
114	Public Works Complex	770 Gayle Street		X	X
115	Police First Precinct	2601 – D Dauphin Island Parkway		X	X
	<b>Totals</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>

**3.3 Unit Prices:**

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

1. Regular Time (8am to 5pm, Monday through Friday):  
Year 1: \$ \_\_\_\_\_ per hour;  
Year 2: \$ \_\_\_\_\_ per hour;  
Year 3: \$ \_\_\_\_\_ per hour
  
2. Overtime (5pm to 8am, Monday through Friday, and Weekends):  
Year 1: \$ \_\_\_\_\_ per hour;  
Year 2: \$ \_\_\_\_\_ per hour;  
Year 3: \$ \_\_\_\_\_ per hour
  
3. Overtime Holidays (Bidder's Holidays):  
Year 1: \$ \_\_\_\_\_ per hour;  
Year 2: \$ \_\_\_\_\_ per hour;  
Year 3: \$ \_\_\_\_\_ per hour

Additional Material: Shall be billed at Service Contractor's direct cost plus Fifteen (15%) percent.

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

**3.4 Allowance:**

\$3,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

**ARTICLE 4. Payments:**

- 4.1 The City shall pay the Service Contractor on account of the Contract as follows:
  - A. Payments shall be made on a monthly basis, for completed work as specified.
  - B. Original invoices shall be delivered to the Service Contract Administrator for review and approval.
  - C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

**ARTICLE 5. Termination of the Contract:**

- 5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.
  
- 5.2 The Owner shall not make payment to the Service Contractor for profit and

damages, as the result of terminating the Contract.

**ARTICLE 6. Contract Documents:**

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

- |     |   |         |
|-----|---|---------|
| 1.  | Bid Form, dated September 27, 2023  | 5 pages |
| 2.  | This Instrument (Agreement)   | 9 pages |
| 3.  | General Conditions  | 8 pages |
| 4.  | Scope of Work, dated August 9, 2023   | 2 pages |
| 5.  | Exhibit 1 – Locations   | 1 page  |
| 6.  | Exhibit 2 – Office of Supplier Diversity Subcontracting and Major Supplier Plan     | 5 pages |
| 7.  | Exhibit 3 – DBE Utilization Report  | 1 page  |
| 8.  | Exhibit 4 - E-Verify Documentation  | 2 page  |
| 9.  | Exhibit 5 – W-9 Form – Request for Taxpayer Identification Number and Certification | 1 page  |
| 10. | Exhibit 6 – City of Mobile Vendor Form  | 1 page  |
| 11. | Exhibit 7 -Certificate of Insurance with endorsements                               | 3 pages |
| 12. | Secretary of State Documentation  | 1 pages |

**ARTICLE 7. Insurance:**

**7.1** Required coverage:

**7.1.1** On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

**Workers' Compensation/Employer's Liability:**

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

**Commercial General Liability:**

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$2,000,000 Products/Completed Operations aggregate
- \$1,000,000 Personal and Advertising Injury per person/organization
- \$2,000,000 general aggregate per project

**Automobile Liability:**

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

**Commercial Umbrella Liability:**

Contractor shall also obtain Umbrella Liability of at least \$2,000,00 per line of coverage over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella.

**Certificates of Insurance:**

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General



Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

**Additional Insureds:**

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile  
P.O. Box 1827  
Mobile, AL 36633

**Pollution Legal Liability:**

Contractor agrees to maintain Pollution Legal Liability limits of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

**Professional Errors and Omissions:**

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended

Discovery period to apply for at least two (2) years after Contractor's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Contractor will remain solely responsible for, shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds \$10,000, then City of Mobile shall have the right to review the Contractor's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

**Insurance Requirements for Sub-subcontractors:**

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

**Cancellation:**

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

**Waiver of Subrogation:**

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

**7.1.2 Certificate of Liability Insurance Endorsement Page**

The following language shall be required on the Certificate of Insurance:

City of Mobile is included as an Additional Insured in respect to all policies (except

Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

## **ARTICLE 8. Miscellaneous Provisions**

- 8.1 Breach of Contract:** In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 8.2 Indemnification:** Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.
- 8.3 Entire Agreement:** This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.
- 8.4 Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- 8.5 Licenses, permits, etc.:** Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and

assurances necessary in order to abide by the terms of this Agreement.

- 8.6** No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.
- 8.7** Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- 8.8** Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.
- 8.9** State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 8.10** Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

*Remainder of Page Intentionally Left Blank*

**ARTICLE 9. Signature:**

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

**OWNER:**  
**City of Mobile**

**SERVICE CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

William. S. Stimpson  
Mayor, City of Mobile

\_\_\_\_\_  
Printed Name and Corporate Title

**(Corporate Seal if applicable)**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Cassie Boatwright, Director  
Real Estate Asset Management

\_\_\_\_\_  
Printed Name and Title

**END OF SECTION**

## GENERAL CONDITIONS

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### 1. GENERAL REQUIREMENTS:

#### A. The Contract Documents:

The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

#### B. The Contract:

The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

#### C. The Work:

The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

#### D. The Project Manual:

The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

#### E. The Bidding and Contract Requirements:

The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

#### F. The Specifications:

The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems,

standards and workmanship for the Work, and performance of related services.

**G. Correlation and Intent of the Contract Documents:**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**2. THE OWNER:**

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Building Services Department, Service Contract Administrator.

**3. THE SERVICE CONTRACTOR:**

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper

execution and completion of the Work.

- F.** The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J.** The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** The Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys’ fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City’s costs of defense, including but not limited to all attorneys’ fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and



these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

- M.** Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

**4. CHANGES IN THE WORK:**

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

**5. SCHEDULE:**

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**6. PAYMENTS:**

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
  - 1.** Payments shall be made on a monthly basis, for completed work as specified.
  - 2.** Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.

3. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

**7. SAFETY:**

- A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  1. employees on the Work and other persons who may be affected thereby;
  2. the Work and materials and equipment to be incorporated therein;
  3. other property at the site or adjacent thereto.
- C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

- F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

**8. MISCELLANEOUS PROVISIONS:**

- A. The Contract shall be governed by the laws of the State of Alabama.
- B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7455. Successful Bidder must have City License at the time of Bidding.
- I. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national

origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

**9. TERMINATION OR SUSPENSION OF THE CONTRACT:**

- A.** The Owner may terminate the Contract for cause if the Service Contractor
  - 1.** fails to perform service in a satisfactory manner; or
  - 2.** repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
  - 3.** Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  - 4.** Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

**10. CLAIMS AND DISPUTES**

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in

question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

**SCOPE OF WORK  
September 6, 2023**

**1. GENERAL REQUIREMENTS:**

**A. Description of Scope of Work.**

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide Pest Control Services at various City of Mobile locations as listed under Exhibit 1 - Locations, in accordance with the terms of this Contract.

In order to keep pests under control, The City of Mobile has the right to request interior and / or exterior service according to the needs of each facility. .

**B. COORDINATION AND SCHEDULING**

1. Coordinate all work with the City of Mobile, Building Services Department, Service Contract Administrator or other authorized representative (hereafter referred to as Service Contract Administrator). A minimum of Forty-Eight (48) hours advance notice of inspection and treatment.
2. All Work shall be scheduled to minimize the disturbance and interruption of the individual department and general public.
3. At the beginning of each yearly contract period, the Service Contractor shall submit a proposed service schedule, with scheduled dates and times for each facility, to the Service Contract Administrator. The Service Contract Administrator will coordinate this schedule with the individual City of Mobile departments and will return an approval, with revisions as required, to the Service Contractor for his use in scheduling service.
4. Prior to each scheduled service, the Service Contractor shall contact the department's point of contact, to confirm the date and time for each service.
5. The Service Contract Administrator or his designated representative shall be present during service.

**C. QUALITY ASSURANCE**

1. Service Contractor shall be properly licensed to provide such services by governmental agencies having jurisdiction.

2. Applicators of pesticides shall be properly trained and certified and shall receive continuing education to maintain certification. Documentation of training, certification and continuing education shall be submitted to Service Contract Administrator prior to execution of Contract.
3. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

#### **D. SUBMITTALS**

1. Inspection/Service Reports:
  - A. At the completion of each service call, the Service Contractor shall complete a service report indicating all service performed, and items requiring a follow up inspection. All invoices for payment shall include a copy of all Service Reports covered under that invoice.
  - B. Copies of labels and Material Safety Data Sheets for all chemicals to be used shall be submitted upon the award of this contract.

#### **E. PRODUCT HANDLING**

1. Use all means necessary to protect property & buildings before, during and after treatment and to protect the treatment and materials of other work.
2. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Service Contract Administrator.

#### **F. MATERIALS**

1. To the extent approved by governmental agencies having jurisdiction, use working solutions as recommended by the manufacturer for pest treatment and in accordance with National Pest Control Association standards.
2. Odorless chemicals shall be used when regular chemicals present an inconvenience (meetings, conferences, seminars, public events, etc.) to personnel or public.
3. All other materials not specifically described but required for a complete and proper pest control treatment, shall be as selected by

the Contractor subject to approval of the Service Contract Administrator.

**G. INSPECTION**

1. Prior to all Work of this Section, carefully inspect all buildings for any insect/vermin infestation, including but not limited to ants, roaches, termite active mud tubes, flying insects, rodents and other vermin. Report any infestations to Service Contract Administrator immediately. Avoid damage to property and protect the public, buildings, plants, furniture, etc. which maybe damaged in the process of doing work. All damage repair shall be at the Service Contractor's expense with no additional cost to the Owner.
2. In the event, upon carrying out the Work of this section the exterminator discovers pests which are not covered by these specifications, the Service Contract Administrator shall be notified immediately.
3. Do not dispose of any Pesticides, Rodenticide or other material on the property.

**H. DISCREPANCIES**

1. In the event of discrepancy, immediately notify the Service Contract Administrator.

**I. HOURS OF WORK**

1. All pest control services shall be performed and completed during regular business hours, 8 a.m. to 5 p.m., Monday through Friday, unless otherwise noted or specified.

**SPECIFIC REQUIREMENTS:**

**A. TREATMENT**

1. Preparation: Properly and thoroughly prepare all areas to receive the chemicals as specified, strictly complying with the manufacturer's recommendations.
2. Application:
  - a. Apply chemicals for pest control treatment in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes.



- b.** All buildings shall be inspected inside and outside and serviced as designated to insure maximum repellent.
- c.** Thoroughly treat all interior rooms/areas and exterior areas as required to properly control all insects to include but not limited to: ants, roaches, spiders, flying insects, rodents, other vermin, and other insects not listed.
- d.** Re-treatment, if required due to presence of pests, shall occur within three (3) days of notification by Service Contract Administrator. Follow up treatments shall continue until pests are no longer present. Re-treatment shall be provided at no additional cost to the City.
- e.** Application or treatment shall be scheduled so as to offer minimum interference with normal operations.
- f.** After the buildings have been satisfactorily treated, a service ticket signed by the Service Contractor and Facility Manager shall be submitted to the Service Contract Administrator for approval.
- g.** Each service ticket shall list as a minimum, services performed, chemicals used (manufacturer and quantity), area(s) of infestation, insects sighted, droppings, etc.
- h.** If a facility is unable to be accessed on the scheduled date or time, for any reason, Service Contractor shall immediately notify the Service Contract Administrator. Service Contractor shall make every effort to arrange for treatment as soon as possible after the scheduled time/date and prior to submitting an invoice for the work.
- i.** Service tickets shall be numbered according to the facilities listed and shall accompany the Invoice for payment.
- j.** Bait rodenticide shall be placed in tamper proof boxes. Bait stations shall be properly labeled, initialed, and dated at the time of service on the station.
- k.** Service Contract technician shall report to the designated Facility Manager twice during each pest control service; once when arriving at the facility to check the sighting log and again, before leaving to discuss the service performed and any corrective actions taken.
- l.** Service Contractor shall respond to all pest control problem as designated.

**B. CLEAN-UP**

1. Upon completion of scheduled pest control services, leave all areas in a clean and orderly condition subject to the approval of the Service Contract Administrator.

**C. FACILITY LOCATIONS AND SERVICE SCHEDULE**

1. All facilities listed below shall be included for pest control service treatment. Unless otherwise noted, ALL individual buildings or structures, including all storage or other accessory buildings, located at the facility address shall receive pest control service treatment. Parks & Recreation facilities shall include ALL community and recreation center buildings, concession and restroom buildings, press boxes, storage buildings, pavilions, or other facilities where applicable.
2. All buildings listed shall receive pest control service treatment either monthly (noted as "M"), or quarterly (noted as "Q"), as shown in Exhibit 1 - Locations.

**Additional Services:**

The City of Mobile may, during the term of this Agreement, request for Additional Services for new pests discovered: birds, wasps, bees, and other pests not covered by this Agreement. The Service Contractor shall provide a written quote for the service requested based on the Unit Pricing section 3.3 of this Agreement.

END OF SECTION

### EXHIBIT 1 – LOCATIONS

	Facility	Address		Square Footage	Scheduled Service
1	200 Government Street - Office Building	200 Government Street	Mobile, AL 36602	26,200 SF	Q
2	Aaron (Henry) Park	2010 Andrews Street	Mobile, AL 36617	1,681 SF	Q
3	Animal Shelter	855 Owens Street	Mobile, AL 36604	7,300 SF	M
4	Azalea City Golf Course	1000 Gaillard Drive	Mobile, AL 36608	Clubhouse/Pro Shop 7,900 SF - Work Shop/Admin 5,100 SF - Cart Storage 6,800 - Old Maintenance Shop 1,200 SF	M
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	Mobile, AL 36693	Bldg #1 (32,000 SF) - Bldg #2 (8,500 SF)	Q
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	Mobile, AL 36693	26,800 SF	Q
7	Ben May Main Library	701 Government Street	Mobile, AL 36602	44,500 SF	M
8	Bienville Square Restrooms	150 Dauphin Street	Mobile, AL 36602	1,000 SF	Q
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	Mobile, AL 36695	19,600 SF	M
10	Copeland-Cox Tennis Center	851 Gaillard Drive	Mobile, AL 36608	Pro Shop/Clubhouse (West) 4,000 SF - Administration (East) 2,700 SF	Q
11	Crawford-Murphy Park	351 South Ann Street	Mobile, AL 36604	1,300 SF	Q
12	Dog River (Luscher) Park	2459 N. Dog River Drive	Mobile, AL 36605	2,600 SF	Q
13	Dotch Community Center & Bath House	3100 Bank Avenue	Mobile, AL 36617	Community Center 16,300 SF - Bath House 1,500 SF	M
14	Electrical Department	854 Gayle Street	Mobile, AL 36604	Office/Warehouse 10,400 SF - Signal Shop 5,300 SF - Storage Bldg. #1 (700 SF) - Storage Bldg. #2 (700 SF)	M
15	Figures (Michael) Community Center	1868 Allison Street	Mobile, AL 36617	Community Center 16,700 SF - Recreation Center 1,500 SF - Pool House 1,200 SF - Pool	M
				Equipment Bldg. 600 SF	
16	Fire Station #1 (Freeman)	6801 Overlook Road	Mobile, AL 36618	6,200 SF	M
17	Fire Station #3 (Central Fire Station)	701 St. Francis Street	Mobile, AL 36602	18,800 SF	M

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18	Fire Station #6 (Edwards)	2525 Hillcrest Road	Mobile, AL 36695	4,700 SF	M
19	Fire Station #7 (Seelhorst)	5525 Commerce Boulevard East	Mobile, AL 36619	6,000 SF	M
20	Fire Station #9 (Husband)	1000 Houston Street	Mobile, AL 36606	2,600 SF	M
21	Fire Station #11 (Willett)	1004 South Broad Street	Mobile, AL 36603	5,300 SF	M
22	Fire Station #14 (Toulminville)	2062 Dr. Martin Luther King Ave.	Mobile, AL 36617	3,400 SF	M
23	Fire Station #16 (Lathan)	1651 S. Maryvale Street	Mobile, AL 36605	5,850 SF	M
24	Fire Station #17 (Melton)	57 South Lafayette Street	Mobile, AL 36604	7,124 SF	M
25	Fire Station #18 (Springhill)	700 Museum Drive	Mobile, AL 36608	6,053 SF	M
26	Fire Station #19 (McCosker)	1275 Azalea Road	Mobile, AL 36693	4,500 SF	M
27	Fire Station #20 (Petry)	3741 Dauphin Island Parkway	Mobile, AL 36605	4,500 SF	M
28	Fire Station #21 (Reid)	512 Stimrad Road	Mobile, AL 36610	4,500 SF	M
29	Fire Station #22 (Tapia)	4710 Airport Boulevard	Mobile, AL 36608	5,960 SF	M
30	Fire Station #23 (Sirmon)	2711 Airport Boulevard	Mobile, AL 36606	4,500 SF	M
31	Fire Station #26 (Public Safety Complex)	8080 Airport Boulevard	Mobile, AL 36608	13,629 SF	M
32	Fire Station #28 (Berger)	7050 Old Military Road	Mobile, AL 36582	9,300 SF	M
33	Fire Station (Crichton)	200 Davenport Avenue	Mobile, AL 36607	9,427 SF	M
34	Fire Department Central Services	2851 Old Shell Road	Mobile, AL 36607	31,400 SF	Q
35	Fire Training Center	860 Owens Street	Mobile, AL 36604	2,000 SF	Q
36	Fort Conde Offices & Museum	150 Royal Street	Mobile, AL 36602	24,100 SF	Q
37	Fort Hardeman	720 Museum Drive	Mobile, AL 36608	14,000 SF	Q
38	Garage Paint & Body Shop	901 Kelly Street	Mobile, AL 36604	20,800 SF	Q
39	Government Plaza (City Offices/Courtrooms/Chambers)	205 Government Street	Mobile, AL 36602	110,000 SF	M
40	Harmon Thomas Community Center	1611 Belfast Street	Mobile, AL 36605	21,500 SF	M
41	Herndon-Sage Park	2900 Dauphin Street	Mobile, AL 36606	Concession and Restrooms – 1,900 SF	Q

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42	Hillsdale Community Center	558 Felhorn Road East	Mobile, AL 36608	Community Center 20,000 SF - Pool House 1,500 SF	M
43	Hillsdale Park	6024 Lorma Road	Moble, AL 36608	Concession/Restroom Bldg. 1,000 SF - Recreation Center 1,680	Q
44	History Museum of Mobile	111 South Royal Street	Mobile, AL 36602	83,400 SF	M
45	Hope (Plateau) Community Center	850 Edwards Street	Mobile, AL 36610	13,900 SF	M
46	Hurtel (Ft. Wright) Armory	1900 Hurtel Street	Mobile, AL 36605	Offices 38,144 SF - Maintenance 6,000 SF - Storage 4,800	M
47	Kidd Park	800 East Street	Mobile, AL 36610	Recreation Center 1,400 SF - Pool House 1,900 SF	Q
48	Langan (Municipal) Park	4801 Zeigler Drive	Mobile, AL 36608	Playground Restroom A 1,100 SF - Playground Restroom B 1,100 SF	Q
49	Langan Park Ball Fields	4901 Museum Drive	Mobile, AL 36608	Equipment Storage/Restrooms 3,200 SF	Q
50	Laun Park	5401 Windmill Drive	Mobile, AL 36693	2,600 SF	Q
51	Lavretta Park	200 W. Parkway Drive	Mobile, AL 36608	2,880 SF	Q
52	Library Administrative Office Annex	702 Government Street	Mobile, AL 36602	3,000 SF	M
53	Library Administrative Offices	700 Government Street	Mobile, AL 36602	Offices 6,100 SF - Garage 1,100 SF	M
54	Library Local History & Genealogy	753 Government Street	Mobile, AL 36602	4,000 SF	Q
55	Lyons Park	180 Lyons Park Avenue	Mobile, AL 36604	2,700 SF	Q
56	Magnolia Cemetery	1202 Virginia Street	Mobile, AL 36604	Administration Bldg 2,800 SF - Storage Bldg. 1,900 SF	Q
57	Maitre Park	2412 Halls Mill Road	Mobilie, AL 36606	2,400 SF	Q
58	Matthews Park	3700 Michael Blvd.	Mobile, AL 36609	775 SF	Q
59	McCants-Chavers (Mobile Terrace) Park	7220 13th Street	Mobile, AL 36608	575 SF	Q
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	Mobile, AL 36695	9,804 SF	Q

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61	Medal of Honor Park	1711 Hillcrest Road	Mobile, AL 36695	Restrooms 912 SF - Concessions 1,850 SF - Press Box 500 SF - Tennis Center 1,000 SF	Q
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	Mobile, AL 36608	2,100 SF	Q
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	Mobile, AL 36617	7,600 SF	Q
64	Mims Park	5400 Grishilde Drive	Mobile, AL 36693	Office 600 SF - Concession/ Restroom Bldg B (1,500 SF) - Concession/Restroo m Bldg C (1,500 SF)	Q
65	Midnight Park	5310 Colonial Oaks Drive	Mobile, AL 36618	2,400 SF	Q
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	Mobile, AL 36602	400,670 SF	M
67	Mobile Museum of Art	4850 Museum Drive	Mobile, AL 36608	80,000 SF	Q
68	Mobile Technology Center (MIT)	651 Church Street	Mobile, AL 36602	11,280 SF	M
69	Moorer Branch Library (Springhill)	4 McGregor Avenue	Mobile, AL 36608	12,900 SF	M
70	Motor Pool	745 South Broad Street	Mobile, AL 36603	Offices/Shop 4,480 SF	Q
71	Municipal Archives	457 Church Street	Mobile, AL 36602	18,200 SF	M
72	Newhouse Park	2960 Alston Drive	Mobile, AL 36605	2,200 SF	Q
73	Oakleigh House & Barracks	263 Roper Street	Mobile, AL 36604	Museum (House) 5,600 SF - Cook's Quarters 1,200 SF	Q
74	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	Mobile, AL 36603	Main Office 9,000 SF - Landscape Services - 1,100 SF - Maintenance Division 1,000 SF	Q
75	Parks Department - Fuel Yard/ Maintenance Complex	5201 Museum Drive	Mobile, AL 36608	Office 900 SF - Warehouse/Supply 2,400SF - Equip Storage 2,600SF	Q
76	Parkway Branch Library	1924-B Dauphin Island Parkway	Mobile, AL 36605	9,000 SF	M
77	Phoenix Fire Museum	203 S. Claiborne Street	Mobile, AL 36602	3,300 SF	Q
78	Playhouse in the Park	4851 Museum Drive	Mobile, AL 36608	Theater 4,700 SF - Storage 2,400 SF	Q
79	Police Academy	1251 Virginia Street	Mobile, AL 36604	8,900 SF	Q

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80	Police Crime Prevention	2407 Airport Boulevard	Mobile, AL 36606	2,800 SF	M
81	Police First Precinct	850 Virginia Street	Mobile, AL 36603	6,700 SF	Q
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	Mobile, AL 36619	9,384 SF	Q
83	Police Third Precinct	2165 St. Stephens Road	Mobile, AL 36617	9,735 SF	Q
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	Mobile, AL 36608	12,008 SF	Q
85	Police Headquarters	2460 Government Boulevard	Mobile, AL 36606	37,760 SF	M
86	Police Impound Lot	1251 Virginia Street	Mobile, AL 36604	6,100 SF	Q
87	Police Mounted Unit	1251 Virginia Street	Mobile, AL 36604	nit 2,200 SF	Q
88	Police Special Operations Facility	850 St. Anthony Street	Mobile, AL 36603	27,430 SF	Q
89	Public Buildings Complex	850 & 861 Owens Street	Mobile, AL 36604	Office/Shop 15,700 SF - Welding Shop 4,100 SF - Roof/Fence Shop 2,300 SF - Storage Bldg 1,500 SF	M
90	Public Works Complex	770 Gayle Street	Mobile, AL 36604	Admin/ Garage 76,000 SF - Streets & Drainage Office 3,600 SF - Sanitation Dept. 2,150 SF	M
91	Richards DAR House & Coach House	256 North Joachim Street	Mobile, AL 36603	Main House 6,400 SF - Coach House 700 SF	Q
92	Rickarby Park Recreation Center	550 Rickarby Street	Mobile, AL 36608	2,500 SF	M
93	D.I.P. Senior Center Center	1600 Boykin Boulevard	Mobile, AL 36605	5,475 SF	M
94	Sage Avenue Armory	48 N. Sage Avenue	Mobile, AL 36607	16,300 SF	Q
95	Saenger Theater	6 South Joachim Street	Mobile, AL 36602	57,800 SF	M
96	Stotts (Sam) Park	2150 Demotropolis Road	Mobile, AL 36693	Recreation Center 1,600 SF - Restroom 500 SF	Q
97	Seals (James) Community Center & Park	540 Texas Street	Mobile, AL 36603	Community Center 16,100 SF - Concession/ Restroom 1,600 SF	M

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98	Special Events Office	2900 Dauphin Street	Mobile, AL 36606	6,060 SF	Q
99	Springhill Recreation Center	1151 Springhill Avenue	Mobile, AL 36604	15,000 SF	M
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	Mobile, AL 36603	Community Center 15,207 SF - Concession/ Restroom 1,393 SF	M
101	T.S.A.C. (Woodcock School)	261 Rickarby Street	Mobile, AL 36606	29,147 SF	Q
102	Tardy Cottage	104 S. Lawrence Street	Mobile, AL 36602	5,500 SF	Q
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	Mobile, AL 36604	Community Center 13,600 SF - Pool House 2,600 SF	M
104	Telecommunications	107 South Royal Street	Mobile, AL 36602	7,725 SF	Q
105	Traffic Engineering	852 Gayle Street	Mobile, AL 36604	Office 3,500 SF - Sign Shop 4,300 SF - Vehicle Warehouse 3,000 SF - Storage 800 SF	M
106	Tricksey Senior Center	3055 Bank Avenue	Mobile, AL 36617	3,600 SF	M
107	Trimmier Park	3600 Alba Club Road	Mobile, AL 36605	Recreation Center 1,100 SF - Restroom/Concession 1,600 SF - Stadium Locker Rooms/Concession 3,500 SF	Q
108	Viginia Dillard Smith Library (Toulminville)	601 Stanton Road	Mobile, AL 36617	17,500 SF	M
109	West Regional Library	5555 Grelot Road	Mobile, AL 36609	62,000 SF	M
110	Western Administrative Complex (WAC)	4851 Museum Drive	Mobile, AL 36608	Admin. Bldg #1 (14,900 SF) - Admin Bldg. #2 (15,300 SF) - Admin Bldg. #3 (1,700 SF) - Admin Bldg #10 (2,700 SF) - Admin Bldg. #11 (2,500 SF) - Admin Bldg. #12 (2,500 SF) - Storage Bldg (1,200 SF)	M
111	Levon Manzie Resource Center	110 N. Lafayette Street	Mobile, AL 36604		M



Service Contract  
 Various City of Mobile Facilities-Pest Control Services  
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112	Gulf Quest Maritime Museum	155 South Water Street	Mobile, AL 36603	100,000 SF	Q
113	Mobile Police Department Headquarters Building	2460 Government Street	Mobile, AL 36606	37,760 SF	M
114	Public Works Complex	770 Gayle Street	Mobile, AL 36604	Main Bldg - Shop / Admin (76,000 SF) Street & Drainage Office (3,600 SF) Sanitation Department (2,150 SF) Old Wash Bay (2,100 SF) New Wash Bay (2,100 SF) Open Shed A (46,100 SF) Open Shed B (28,300 SF)	M
115	Police First Precinct	2601 – D Dauphin Island Parkway	Mobile, AL 36605	14,982 SF	M



**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “**DBEs**”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “**Good Faith**” Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

**Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.**



OFFICE OF SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
 Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.  
 Via email: Archonique.kidd@cityofmobile.org  
 251.208.7967  
 205 Government Street, 5<sup>th</sup> Floor

**FORM 1: Background and Plan**

**Section I. Information about your company**

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_



OFFICE OF SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
 Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.  
 Via email: Archonique.kidd@cityofmobile.org  
 251.208.7967  
 205 Government Street, 5<sup>th</sup> Floor

**FORM 1: Background and Plan (Cont'd)**

**Section II. Subcontractors/Major Vendors Supplier Plan submitted by:**

Please Print Company \_\_\_\_\_ Your Bid/Proposal Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Description \_\_\_\_\_  
 Name of Bidder/Proposer: \_\_\_\_\_

**I intend to use the following subcontractors: (Attach additional pages if necessary)**

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only



OFFICE OF SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
Subcontracting and Major Supplier Plan

**Form 2: Good Faith Effort Documentation**

Name of Bidder: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ( <input type="checkbox"/> )	NO ( <input type="checkbox"/> )	<b>Did you do these suggested areas for DBE recruitment and engagement</b>
		<b>PRE-BID MEETING(S):</b> The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		<b>CMDBE/ALDOT DBE LIST(S):</b> The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		<b>SMALL CONTRACT(S):</b> The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		<b>FOLLOW-UP:</b> The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		<b>GOOD FAITH NEGOTIATIONS:</b> The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		<b>ADVERTISEMENT:</b> The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		<b>INTERNET ADVERTISING:</b> The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
Subcontracting and Major Supplier Plan

		<b>INFORMATION:</b> The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		<b>WRITTEN NOTICE(S):</b> The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		<b>COMMUNITY RESOURCES:</b> The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

**CONTRACT RECORDS:**

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

**Section 2(B)**

\_\_\_\_\_ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

\_\_\_\_\_ Could not find sufficient DBEs to provide subcontracting or supplier services.

\_\_\_\_\_ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

OFFICE OF SUPPLIER DIVERSITY

**CITY OF MOBILE**

**DBE Compliance  
DBE UTILIZATION REPORT**

**EXHIBIT 3**

**Return to Office of Supplier Diversity**  
Via email: [archnique.kidd@cityofmobile.org](mailto:archnique.kidd@cityofmobile.org)  
or  
P.O. Box 1948  
Mobile, AL 36633

<b>CONTRACTOR:</b>	<b>Certified DBE:</b> <b>YES</b> <b>NO</b>	<b>Contract Start Date:</b>
--------------------	--	-----------------------------

<b>DESCRIPTION:</b>	<b>Estimated Completion Date:</b>
---------------------	-----------------------------------

**This report is for the month of:**    **JAN**                      **APR**                      **JULY**                      **OCT**  
**(CHECK ONE):**                      **FEB**                      **MAY**                      **AUG**                      **NOV**                      **FINAL** \_\_\_\_\_  
   **MARCH**                      **JUNE**                      **SEPT**                      **DEC**

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

**Instructions:** List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
<b>TOTALS</b>		\$	\$	\$	

**I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.**

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (Title)                      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_ (Date)



Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security, Division	
Name (Please Type or Print)	Title
Signature	Date

**SAMPLE**



Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

**SAMPLE**

# EXHIBIT 5

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# EXHIBIT 6

## CITY OF MOBILE, AL VENDOR INFORMATION FORM

### *Company Information:*

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

### *Primary Contact:*

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

### *Alternate Contact (if applicable):*

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

### *City of Mobile Business License Information:*

17. City of Mobile Business License No. (if required):

*Please attach additional sheets if necessary.*

## EXHIBIT 7

### City of Mobile Insurance Requirements for Contractor

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

#### **Workers' Compensation/Employer's Liability:**

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

#### **Commercial General Liability:**

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$2,000,000 Products/Completed Operations aggregate
- \$1,000,000 Personal and Advertising Injury per person/organization
- \$2,000,000 general aggregate per project

#### **Automobile Liability:**

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

#### **Commercial Umbrella Liability:**

Contractor shall also obtain Umbrella Liability of at least \$2,000,00 per line of coverage over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella.

#### **Certificates of Insurance**

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is

part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

### **Additional Insureds**

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile  
P.O. Box 1827  
Mobile, AL 36633

### **Insurance Requirements for Sub-subcontractors**

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

### **Cancellation**

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement

certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

**Waiver of Subrogation**

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

## **Optional Insurance Requirements Based on Project**

### **Professional Errors and Omissions:**

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Contractor's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Contractor will remain solely responsible for, shall apply. *OPTION-* If the Self-Insured Retention (SIR) exceeds \$10,000, then City of Mobile shall have the right to review the Contractor's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

### **Pollution Legal Liability:**

Contractor agrees to maintain Pollution Legal Liability limits of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three- year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project basis.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

Project Name:

Project Number:

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

## CERTIFICATE HOLDER

## CANCELLATION

City of Mobile P. O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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