

AGENDA ITEM SUMMARY SHEET

Agenda of: _____ Date _____ Item No. _____

Submitted by: PROCUREMENT JOHN PAINE
Department Department Head

Sponsored by: _____ Name _____ Title _____

Reviewed by: _____ Executive Director

Routing Authorized: _____ Mayor's Office _____ Date _____

A brief synopsis and explanation of the following:

PROJECT NAME: MOWING OF KNOLLWOOD DRIVE FROM GOVERNMENT TO GRELOT ROAD

PURPOSE & SCOPE OF PROJECT:
TO MOW THE RIGHT OF WAY OF KNOLLWOOD DRIVE FROM GOVERNMENT TO GRELOT ROAD

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$5,400 FY 2020 \$22,500 FOR FY 21 & 22

FUNDING SOURCE:

Budget Item: 1004-2070-42070 Discretionary Funds: N/A

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A Matching funds: N/A

Associated Costs:

Current year (itemize)
Type: N/A Amount: N/A

Future years
Year: N/A Amount: N/A

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: UPON COUNCIL APPROVAL

Renewal date of contract (if applicable): JANUARY 2021

If not bid, state reason: N/A

How many bidders received bid packages (if applicable): 20

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Secor Enterprises Inc, for Right of Way ditch mowing of Knollwood Drive from Government to Grelot Road for the current mowing season and extendable for two (2) additional mowing seasons with the mutual approval of the City of Mobile and the provider as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk

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

City of Mobile

Project:

AGREEMENT

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

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

ARTICLE 1. Scope of the Work. To provide right of way mowing and edging of Knollwood Drive from Government to Grelot Road, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

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

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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

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

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

the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

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

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

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

OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

Secor Enterprises Incorporated
1117 SAVANNAH DR.
MOBILE, AL. 36609

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

ARTICLE 15. Boycott

By signing this contract, Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:

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

PROVIDER,

David N. Jacob, Its President (title)
On behalf of Secor Enterprises Inc
7-31-2020 Date

State of Alabama

Mobile County

I, Maria Theresa Mason Notary public in and for said County and State, hereby certify that David Secor, whose name is known to me, acknowledged before me on this the 31st day of July, 2020, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Maria Theresa Mason
Notary Public

My Commission expires on: June 2, 2021

CITY,

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: **en** Buyer: **002**

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

DATE 07/22/2020	BID NO. 5453	DEPARTMENT PARKS	Commodities to be delivered F.O.B. Mobile to: As Directed
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This bid must be received and stamped by the Purchasing office not later than: 11:15 AM, Friday, July 31, 2020

QUANTITY		ARTICLES	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cent
		<p align="center">RIGHT-OF-WAY MOWING SERVICES</p> <p>The City of Mobile is seeking bids on mowing of City of Mobile Right-of-Way Mowing Services as per the following and attached specifications.</p> <p align="center">Knollwood Drive from Government to Grelot Road</p> <p>Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets as specified.</p> <p>The City defines a mowing cycle (cycle) as having a street mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions.</p> <p>The City's desire is to have all Right of Way mowed approximately 8 times between Award of Bid, and October 31, 2020 at the direction of the City of Mobile.</p> <p>The mowing cycles will have all areas mowed on a 7-day cycle between award of bid and end of September, and during the month of October changes to a 14-day cycle at the instruction of the City until the end of the mowing season.</p> <p>If the City and the Contractor(s) extend the award for two (2) full mowing seasons, mowing will be done on seven (7) day cycles starting in May to the end of September, with mowing being done on 14-day cycles in April and October or at the instruction of the City of Mobile.</p> <p>There is no guarantee on the number of cycles to be completed.</p> <p>Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. In future years, only at the beginning and end of the contract period will a 14-day cycle be used.</p>					
				TOTAL			

Page 1 of 5

Page 1 of 5

TOTAL

RETURN ONE SIGNED COPY OF THIS BID
ENCLOSED ENVELOPE

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

Firm Name **SECOR Enterprises Inc**

Typed Signature **DAVID N. SECOR**

By **David N. Secor**

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

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

Page _____ of _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
<p align="center">Page 3 of 5</p> <p>The following is required and must be filled in:</p> <p>Registration Number with Secretary of State Office <u>378055</u></p> <p>City of Mobile Business License Number <u>065649</u></p> <p>E-Verify Enrollment Number <u>381201</u></p> <p>Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.</p> <p>City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.</p> <p>Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package.</p> <p>Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle.</p> <p>If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.</p> <p>The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing mowing cycle due to dry weather/drought, slowing of the growing season or funding.</p> <p>City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved.</p> <p>City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.</p>						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Sacar Enterprises, Inc
By David N. Sacar

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 4 of 5</p> <p>When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following:</p> <p>The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached)</p> <p>The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed.</p> <p>At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets.</p> <p>A bid bond is not required.</p> <p>All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>11:15 A.M., Friday, July 31, 2020.</u></p> <p>Any bids delivered after <u>11:15 A.M., Friday, July 31, 2020</u> will be returned unopened.</p> <p>It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the <u>11:15 A.M., Friday, July 31, 2020</u> date for the bid.</p> <p>Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.</p> <p>Pricing for this bid to be good for the current mowing season to <u>October 31, 2020.</u></p> <p>For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.</p> <p>Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.</p> <p>Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under <u>Bid #5453.</u></p>					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name SICOR Enterprises, Inc.
By David N. Sicor

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cent
<p align="center">Page 5 of 5</p> <p>It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications</p> <p>This is a sealed bid; your response must be in a sealed envelope that has the Bid #5453 on the outside and/or with the date and time of the bid opening 11:15 A.M., Friday, July 31, 2020.</p> <p>Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.</p> <p>The City reserves the right to award some, all, or none of the bids received on this bid.</p> <p>This bid is being awarded for the remaining of the current mowing season to October 2020. At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season.</p> <p>TO BE AWARDED ON A STREET BY STREET BASIS.</p>						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Secor Enterprises Inc
By David R. Secor

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

MAIN THOROUGHFARE MOWING CONTRACT STREETS:

Knollwood Drive, Government Blvd, Grelot Road

Price for one (1) mowing, trimming, and edging

\$ 900.00

Online Link to Maps of the Above Areas

<https://maps.cityofmobile.org/bids/5453/KnollwoodDr.pdf>

Mowing

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
 - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete

- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Herbicides

- A Pre-approved, non-selective herbicide may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street

- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded
- All specifications must be met before payment is released for a maintenance cycle
- Any initial cleanup is included in the bid price.
- This contract ends on October 31, 2017 and is for a maximum of 27 cycles (if the contractor is not asked to extend a cycle)
- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter shall be removed and vegetation removed and/or treated with a non-selective herbicide at the same time that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm.
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Tree pruning shall remain the responsibility of the City

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2020

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 The Roux Company LLC 720 Oak Circle Drive WSte 200 Mobile AL 36609		CONTACT NAME: Chris Lacoste PHONE (A/C, No, Ext): 251-649-9335 E-MAIL: chrislacoste@rouxco.com ADDRESS:		FAX (A/C, No): 251-378-7001
INSURED Secor Enterprises Inc. 1117 Savannah Dr Mobile AL 36609		INSURER(S) AFFORDING COVERAGE INSURER A : Blackboard Insurance Company INSURER B : The Sheffield Fund INSURER C : INSURER D : INSURER E : INSURER F :		NAIC #

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	SIAALRC00001HIBP-42014-01	4/11/2020	4/11/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	800-2020-38156-00	1/1/2020	1/1/2021	PER STATUTE \$
	OTH-ER \$						
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1927 Mobile AL 36633	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 <i>Chris Lacoste</i>

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SECOR ENTERPRISES INC
1117 SAVANNAH DR
MOBILE AL 36609

Policy Number: 2003779814

Named Insured:

SECOR ENTERPRISES INC

Policy Period:

4/12/2020 - 4/12/2021

Date of Notice:

08/03/2020 6:17 PM

Policy Underwritten By:

Integon National Insurance Company**24 Hour Claim Reporting: 1-800-468-3466****For Policy Information: (844) 582-7973****www.MyNatGenPolicy.com**

Your Agent:

Nea - Northeast Agencies

8209 IBM Drive Building 102

Charlotte NC 28262

AL COMMERCIAL VEHICLE DECLARATIONS PAGEEndorsement Effective **08/03/2020 6:17 PM**

A recent change was made to your policy.

Drivers, Employees and Household Residents

#1	David Secor								
	Driver Status	License #	Lic State	Date of Birth	Gender	Marital Status	Driver Pts	Yrs. Licensed	
	Employee	XX5360	AL	6/10/1948	Male	Married	0	55	

Insured Vehicle(s) and Schedule of Coverages

#1	2001 TOYT TACOMA XTRACAB	VIN: 5TEWN72NX1Z783021	Usage: Business and Personal Use	Radius: 50
	Garaging Location:	36609		
	Policy Coverage Level	ScheduledAuto		
	Coverages Provided	Limits/Deductibles		Premium
	Bodily Injury	\$250,000 Each Person / \$500,000 Each Accident		\$332.00
	Property Damage	\$100,000 Each Accident		\$206.00
		Total for this Vehicle		\$538.00
		Combined Vehicle Premium		\$538.00
		Additional Insured Charge		\$50.00
		Policy Fee		\$30.00
		Total 12 Month Policy Premium		\$618.00

Discounts Applied**Policy Level**Business Type Discount
Package Discount
Renewal Discount
Tradesman Discount**Surcharges Applied****Policy Level**

Organization Type

Vehicle Level

1

Personal Use

Additional Policy Information

Insured email: david.secor@hotmail.com

Additional Insured

1. City Of Mobile

PO Box 1948, Eight Mile, AL 36663

Tier

7

Disclosure of Possible Additional Charges

The amounts below are authorized for use in this state. However, they are only charged if they apply to your policy.

Additional Insured Charge	\$50.00
Additional Insured Charge - Contractual Liability	\$50.00
Convenience Fee	\$5.00
Federal Filing Fee	\$75.00
Form E Filing Charge	\$50.00
FR Filing Charge	\$50.00
Late Charge	\$10.00
Nonsufficient Funds Charge	\$35.00
Policy Fee	\$30.00
Reinstatement Charge - Federal Filing	\$100.00
Reinstatement Charge - No Federal Filing	\$25.00
Waiver of Subrogation	\$50.00

Forms and Endorsements

Form	Edition	Form Name
CV126	02012003	COMMERCIAL AUTO POLICY
CV23	07011995	LIMITATION OF USE COVERAGE
IL0021	03011992	NUCLEAR ENERGY LIABILITY EXCLUSION - BROAD FORM



Authorized Signature

INSURED:
SECOR ENTERPRISES INC
1117 Savannah Dr
Mobile, AL 36609

CITY OF MOBILE
PO BOX 1948
EIGHT MILE, AL 36663

POLICY NUMBER: 2003779814
POLICY EFF DATE: 04/12/2020
POLICY EXP DATE: 04/12/2021
UNDERWRITING COMPANY:
Integon National Insurance Company
Date: 08/03/2020

CERTIFICATE OF INSURANCE

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.**

**THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE POLICY BELOW.**

This is to certify that the policy of insurance shown above has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

CERTIFICATE HOLDER		EFFECTIVE DATE: 08/03/2020
Type: Certificate Holder		
Name: City of Mobile		
Type of Insurance	Limits of Liability Provided	
Auto Liability:	\$250,000 / \$500,000	Property Damage
Scheduled Auto	\$250,000 Each Person / \$500,000 Each Accident	\$100,000 Each Accident

Cancellation:

Should the above described policy be cancelled before the expiration date thereof, we will mail written notice of cancellation that complies with state statutes to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



Authorized Representative

08/03/2020

Issue Date

EXHIBIT C



Alabama Secretary of State



Secor Enterprises, Inc.	
Entity ID Number	097 - 870
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	5-4-1984
Registered Agent Name	SECOR, DAVID N STE 316
Registered Office Street Address	917 WESTERN AMERICAN CIRCLE MOBILE, AL 36609
Registered Office Mailing Address	Not Provided
Nature of Business	DRY-CLEANING EQUIPMENT
Capital Authorized	\$1,000
Capital Paid In	\$700
Incorporators	
Incorporator Name	SECOR, DAVID N
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SECOR, NANCY A
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019
Scanned Documents	
Purchase Document Copies	

Secor Enterprises, Inc.		
Document Date / Type / Pages	5-4-1984	Certificate of Formation 6 pgs.

[Browse Results](#)[New Search](#)

Business Accounts Inquiry [City of Mobile]



Back



Search



Browse



Excel



Word



Email



Schedule

(2)



Attach



Notify



Map



Query Nar

Business

Account ID *

65649

+1

DBA

☐ Out of Local Area

Statu

Mall/Development

Location

1117 SAVANNAH DRIVE
MOBILE AL 36609

Juris

Area

Type

Parcel ID

02280187

...

Seq: 0

Clear Loc

Squa

Location Descr

Last

P/P ID

Last

Source

Asso

BUSINESS INFO

NAICS/SIC

CONTACT INFO

TEXT/COMMENTS

OTHER

FACILITY

USER DEFINED

Business Owner

127573 ...

SECOR ENTERPRISES INC

DBA *

SECOR ENTERPRISES INC

☐ License CIDs

R/E Owner

0 ...

Agent/Operator

127574 ...

SECOR ENTERPRISES INC

Other CID

0 ...

Business
License
is current.

☐ Text☐ Special Conditions☐ Approvals☐ Open Lic Items☐ Prepayments

1 of 2



Query businesses by name.

EXHIBIT D

Client Company ID Number: 962344

Approved by:

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