



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 13-0451-RES

File Number: 13-0950

Enactment Number: 13-0451-RES

Resolution To Consider Building Retaining Walls To The Annual Color Beds At Highway 98 and Pine Street

WHEREAS, the annual color beds at the intersection of U.S. Highway 98 and Pine Street require retaining walls to help with flooding/erosion, and Landscape Workshop has provided a quote of \$5,818.24 to provide the work.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the transfers of \$4,660.77 from Beautification Board Account # 01-619-7100 (Decorations-New) and \$331.05 from Beautification Board Account # 01-619-5030 (Supplies-Arbor Day) for a total transfer of \$4,991.82 to Horticulture Account # 01-626-4025 (Landscape Improvement).

SECTION 2: Accepts Landscape Workshop's proposal for building retaining walls to help with flooding/erosion of the annual color beds in the amount of \$5,818.24 for the repairs.

SECTION 3: This resolution requires no new allocation of funds, only a transfer of funds among the accounts listed in Section 1, with this action becoming effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 3rd day of September, 2013.



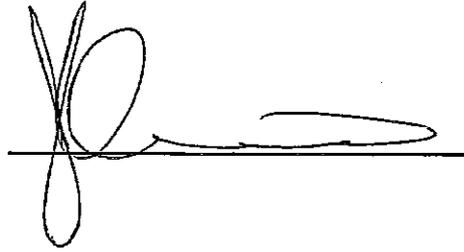
President's Signature J.W. Trivedi

Date 9-5-13

Attest by City Clerk Victoria Southern

Date 9-5-2013

Mayor's Signature



A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a horizontal line and a small flourish.

Date

9/5/2013



PROPOSAL TO PROVIDE SERVICE

Date: 7-12-2013

Project: 98 and Pine St. Retaining Wall

Bid: 001

Landscape Workshop proposes to furnish all labor, tools, materials, equipment, and insurance necessary to perform the following services:

- **Move irrigation heads away from the curb to ensure irrigation system is operational**
- **Build retaining walls to help with flooding/erosion of annual color beds**
- **Place permeable fabric along backside of the wall and backfill with pea gravel to drain the beds**
- **Backfill with topsoil to build the beds to grade**

Grand Total: \$5,818.24

All provided plant material is covered under a ninety (90) day warranty period with proper maintenance and irrigation. Transplanted materials or plants not covered by irrigation will not be warranted. Any losses due to acts of God (fire, wind, freeze, etc.), deer, dogs or neglect will not be covered under warranty.

This proposal is valid for thirty (30) days. Thereafter, it is subject to change without notice. Payment shall be requisitioned as follows: 100% due upon completion. If payment is not received within thirty (30) days, Customer agrees to pay a 1.5% per month service charge that will accrue on the unpaid balance. The customer has five (5) days to notify LWI in writing of any deficiencies in the work performed.

In the event it becomes necessary for LWI to file suit to enforce payment, Customer agrees that such suit may be brought in Jefferson County, Alabama and Customer agrees to pay all court costs, attorney fees, and interest at the maximum rate allowed on all amounts found to be due and payable.

If this proposal meets with your approval, please sign and return one copy via fax (205-425-2565) or e-mail. If we may be of further service, please do not hesitate to call.

ACCEPTANCE OF BID:

Thank You,

XXXXXXXXXXXXXXXXXXXXX

Authorized Customer Signature

Date