

City of Homewood
2850 19th Street South
Homewood, AL 35209
(205) 877-8600

Jennifer Andress
Mayor

Cale Smith
City Manager

Bo Seagrist
City Clerk

Berkley Squires
Public Services Director

Date: November 23, 2026

INVITATION TO BID

Sealed bids marked "**Bid for Landscape Maintenance Services**" and will be received by the City Clerk at 2850 19th Street South, Homewood, AL 35209. Bids will be opened at 4:31 P.M. on November 23, 2026, at Homewood City Hall 2nd floor conference room city clerk. Please mark bid envelope clearly, as specified above. Faxed bids will not be accepted.

NOTE: Bid proposals will not be accepted after 4:30 P.M. on the day of bid opening.

SPECIFICATIONS ARE ATTACHED: Please read carefully the Specifications for Landscape Maintenance Services Bid -Interchange Gateway Areas attached as Exhibit 1. Bids should note any exceptions to specifications. Questions should be directed to Jake Watson (332-6161) of the Parks Maintenance Department or Berkley Squires Public Services Director (332-6704).

SPECIFIC NAMES AND NUMBERS -USE OF: Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacture, but is solely for the purpose of indicating the type, size, and quality of materials, products, service, or equipment considered best adapted to the City's intended use. Include all labor and materials required to complete the job as specified.

NO BID: If unable or choosing not to bid as a courtesy, please mark the envelope "**NO BID**" and return.

BID BOND OR CERTIFIED CHECK: All proposals must be accompanied by a bid bond or certified check (see attached).

TAX: The City of Homewood is exempt from all tax. Provided, however the bidder shall be responsible for payment of all sales, use, lease, ad valorem, and any other tax that may be levied or assessed by reason of this transaction.

GUARANTEE: Bidder certifies by bidding that he is fully aware of the conditions of service and purpose for which equipment, material, installations, and/or constructions included in this bid are to be provided, and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Homewood. Bidder will be responsible for any damage to property of the City or others caused by him or his employees and will replace and make good such damage. The bidder will maintain adequate protection to prevent damage to his work and property of others and will take all necessary precautions for the safety of his employees and others. The bidder will comply with all safety laws and regulations in effect in the locality.

NON-COLLUSION AFFIDAVIT: All bids must contain a "Non-collusion affidavit" certification (see attached).

BUSINESS LICENSE: Successful bidders, upon issuance of a purchase order, will furnish proof of a City of Homewood business license.

Bids will be opened publicly, and we invite your representative(s) to be present.

The Mayor and the City Council expressly reserve the right to reject any and all bids, in whole or in part, and to make the award or award as to the best interest of the City.

IMMIGRATION LAW:

As a condition for the award of any contract, grant, or incentive by the State, any political subdivision thereof, or state funded entity to a business entity of employer or employees, one or more employees wherein the State of Alabama, the business entity of employer shall provide documentation establishing that the business entity employs are enrolled in thee-verify program.

As a public condition for this contract, by the City, to a business entity or employer that employs one or more employees, the business entity of employer shall not normally employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama and during the term of this contact.

As a result of the award of this bid, any contract that the selected bidder, by signing a contract with the City, affirms for the duration of the agreement, that they will not violate federal immigration law unknowingly employ, hire for employment or continue to employ any 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 damage resulting therefrom.

Any subcontractor relating to this bid, paid for by contract, grant or incentive by the State or any political subdivision thereof, or any state funded entity shall not knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama and shall also enroll in the e-verify program prior to employment of any work on this project.

Bo Seagrist
City Clerk

City of Homewood, Alabama

Specifications for Landscape Maintenance
Services Bid:

Interchange Gateway Areas

Bid # Insert Here_____

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Section A. BID INSTRUCTIONS AND BID INFORMATION

Bidders are requested to retain these instructions, conditions, and specifications for future reference. This document and its attachments will become your contract with the City of Homewood ("City" or Owner") if you are the successful bidder.

1. GENERAL INFORMATION

- A. This bid contract consists of the attached letter, instructions, specifications, and request for bid forms. All bidders must use our form for submitting their bid. All bid responses must be typed or written in ink. No faxed responses will be accepted.
- B. All bids must be sealed and marked "**BID FOR LANDSCAPE MAINTENANCE SERVICES**" and "**Bid Number TBD**", opening time, and date. If you are submitting a "**NO BID**", please indicate this information on the outside of the envelope.
- C. Late bids will not be opened.
- D. Bids will not include state sales tax or federal excise tax.
- E. Bids must include Bid Bond and all specified Contractor Qualifications.
- F. Records showing successful bidder and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file.
- G. The City of Homewood may not purchase services on the basis of the low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsible bidder.
- H. Scope: The work Included consists of furnishing all labor, tools, materials and equipment, and services necessary for landscape maintenance for an Initial period of twelve (12) months. Plans, Specifications and Contract Documents for this project are included in this bid package and cover the following areas:

Area 1: Oxmoor Rd. @ Interstate 65

Area 2: Lakeshore Dr. @ Interstate 65

Area 3: Rosedale Dr., Hwy 280 and Hwy 31 Interchange

Area 4: Cloverleaf Interchange @ Hwy 31 & Lakeshore Dr.

Area 5: Off Ramps @ Hwy 31 Brookwood Hospital Exit Ramps

- I. Terms of Bid: Bids shall be submitted on proposal forms furnished in this specification or copies thereof. Proposal form is to be completed in its entirety.
- J. Familiarization with Project: Each bidder shall examine the sites and local conditions, and shall report to the City Public Service Director (Berkley Squires) or Parks Maintenance Director (Jamie Hope) any errors, inconsistencies or ambiguities

discovered. A lack of understanding of these documents or the conditions of the site may not be claimed as a basis for relief from any of the obligations of the contract.

- K. Guarantee: The successful bidder shall replace any materials proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by faulty manufacture) immediately upon notification.

2. DISQUALIFICATION OF BIDS

Bids may be disqualified before the awarding of the contract for any of the following:

- A. Failure to include all requested information or other details of the bid.
- B. Failure to sign or notarize the bid document.
- C. Failure to mark envelope as required. (See General Information 1-8).
- D. Excessive errors in calculating prices or totals.
- E. Failure to include bid bond, if applicable.
- F. Failure to attend mandatory pre-bid meeting.
- G. Failure to submit Contractor Qualifications and/or required licenses and permits with bid response.

3. CONTRACTOR QUALIFICATIONS

(NOTE: Proof of Qualifications Must Be Submitted with Bidder's Proposal)

- A. Contractor shall be directly experienced in the successful landscape maintenance of a minimum of five (5) projects within the last five (5) years similar in size, scope, quality and contract value to that indicated for this project. A minimum of 3 of these contracts must have an annual contract value of at least \$100,000.00. (Required form attached)
- B. Contractor shall have sufficient man-power, equipment and financial resources to solely maintain all specified landscaping. **No work shall be sub-contracted.**
- C. ALL maintenance activities and operations shall be supervised and/or conducted by a person or persons having the following qualifications, which shall be available upon request:
 - 1. State of Alabama Ornamental and Turf Pest Control Supervisor (Mandatory)
 - 2. State of Alabama Plant Setting and Maintenance License (Mandatory)
 - 3. Bachelor's Degree in Horticulture, Forestry or a related field/applicable field from an accredited University (Mandatory)
 - 4. International Society of Arboriculture (ISA) Certified Arborist (Preferred)
 - 5. AUFA / AGITC Urban Forestry Certification (Preferred)

NOTE: Failure to submit required qualifications may be grounds for bid disqualification.

4. METHOD OF AWARD

- A. The award will be made to the lowest responsible bidder meeting Contractor Qualifications. That bidder will then be responsible for furnishing all information and services requested by the City of Homewood. The executed Contract and a written Notice to Proceed by the Owner and the Contractor shall serve as written notice to proceed and shall be provided to the Contractor by the Owner. All areas must be bid. The contract will be awarded to one vendor for all areas listed.
- B. In the event the low bidder refuses to accept the entire requirements without deviation, his bid will then be considered non-respondent. After refusal by the first bidder, the bid may be awarded to the next lowest responsible bidder.
- C. Failure to perform as specified and in accordance with the bid submitted, will constitute sufficient grounds for cancellation of the Contract at the option of the City of Homewood and forfeiture of performance bond, if applicable.
- D. The City of Homewood may award the bid in any manner that is in its own best interest.

5. CONTRACT PERIOD

This contract term is for three (3) years. At the end of said term, the Owner may wish to amend the contract with the Contractor to extend the contract for two (2) additional periods of one (1) year each, renewed annually. At the beginning of each contract year two (2) and year three (3), the unit prices of the Contract may be amended to reflect any change (whether increase or decrease) in the United States Department of Labor, Bureau of Labor Statistics, and the "Consumer Price Index for all Urban Consumers - South Urban Region".

6. PRICING AND TAXES

Prices are not to exceed two decimal places (i.e., \$1.25). Prices quoted must remain firm for the entire period of the contract. **The City of Homewood is tax exempt from all taxes but this statement in no way is to be construed as relieving a seller or contractor.** The City of Homewood will provide the successful bidder with purchase orders for payment.

7. QUANTITY AND QUALITY

- A. It is the City of Homewood's intent to contract Landscape Maintenance as specified or three (3) years at the time of bid award.
- B. The City of Homewood reserves the right to make routine, quality inspections by means determined by the City.

8. DELIVERY

Maintenance operations are to begin upon execution of the Contract and receipt of purchase order. Failure to deliver as specified in the Scope of Work for ALL AREAS or for any individual Area and in accordance with the bid submitted, including promised date will constitute sufficient grounds for delay of payment, forfeiture of payment and/or cancellation of the contract at the option of the City of Homewood.

9. PRE-BID MEETING

A mandatory pre-bid meeting will be conducted for the Homewood Landscape Maintenance Project. Such Pre-Bid Meeting will be scheduled at the time and location provided in the Invitation to Bid Letter that accompanies these Bid Specifications.

Failure to attend this meeting will result in bidder disqualification. The purpose of this mandatory meeting is to review contract specifications and answer all questions related to the project. At the conclusion of this mandatory meeting, no additional questions will be received by the City. If questions are raised during the meeting that cannot be clearly answered by the City representatives, those questions and the correct answers will be compiled and sent to meeting attendees via email if such e-mail address is submitted to the City for such purpose.

Section B. GENERAL CONDITIONS

1. CONDITIONS, GENERALLY

Bidder certifies by bidding that he is fully aware of the conditions of service and purpose of the maintenance area as set forth herein, and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Homewood.

2. SPECIFICATIONS, GENERALLY

- A. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the quality of materials, products, and service best adapted to the City's intended use.
- B. If applicable, bidders shall list any alternate, equal product and/or specify brand name therefor.
- C. Products must meet the general standards outlined in attached specification(s) particular to each product.
- D. Exceptions to specifications should be listed on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS".
- E. ALL VENDORS MUST USE THE ATTACHED BID DOCUMENT.

3. BONDS

- A. Bid Bond: The City of Homewood requires all bids exceeding \$10,000 to be backed by a bid bond and original bond must be included with your bid. This bond will not be accepted after the deadline for the bid response. The amount of this bond will be 5% of the total bid, with a maximum of \$10,000. In lieu of Bid Bond, vendor may submit a cashier's check, payable to the City of Homewood. Bid bonds will be returned within a reasonable time after the bid is officially awarded
- B. Performance Bond: A performance bond equal to 100% of the total amount of the Contract price will be required of the successful bidder as security for the faithful performance and execution of all contractors' obligations under the contract documents. The bond shall be executed by such sureties as are licensed to conduct business in the State of Alabama.

4. INSURANCE

The Contractor shall not perform any work related to the project until he obtains, at his own expense, all necessary insurance as set forth herein; and the Contractor shall not conduct any operations on the project or associated with the project whether such operations be by himself, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable,

unless such operations are covered by the specified insurance. The insurance coverage shall be maintained throughout the full period of the Contract and any extensions thereof. Any insurance pertaining to adequacy of performance shall be in full force and effect after completion of the project for the full guarantee period.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the Owner.

Nothing contained in these insurance requirements is to be construed as limiting the Contractor's responsibility for any and all damages resulting from his operations under this Contract.

The categories of insurance that the Contractor shall be required to obtain and maintain for the full length of the Contract are as follows:

Commercial General Liability:

\$1,000,000 each occurrence; \$2,000,000 aggregate (including XCU coverage)

Commercial Automobile liability Insurance:

CSL \$1,000,000 (including owned, non-owned and hired) each occurrence

Worker's Compensation and Employer's Liability Insurance:

Shall be in strict accordance with the requirements of the applicable Worker's Compensation Laws of the state of Alabama. The insurance shall cover all the Contractor's employees, employed or associated with the project; and Where any part of the work is subcontracted, the Contractor shall require the subcontractor to provide similar Worker's Compensation and Employer's Liability Insurance for all employees of the subcontractor, unless such employees are covered by the protection provided by the Contractor. Should any employee engaged in hazardous work under this Contract not be protected under the Worker's Compensation Statute, the Contractor shall provide, and shall require all applicable subcontractors to provide, adequate coverage for the protection of all employees on the project not otherwise protected under applicable provisions of the Statutes relating to Worker's Compensation and Employer's Liability Insurance. Required limits of coverage are as follows:

Worker's Compensation Statutory**Employer's Liability:**

\$1,000,000 each accident

\$1,000,000 disease policy limit, and

\$1,000,000 disease each employee

Umbrella Insurance:

\$4,000,000 over Commercial Liability, Auto Liability and Coverage "B" of Worker's Compensation.

The Owner as Insured:

The Owner shall also be an additional insured in all insurance policies provided by the Contractor for the protection of the Contractor and all subcontractors.

Indemnification:

The Contractor agrees to indemnify, defend and hold harmless the City of Homewood, Alabama, and its officers, agents, employees, and boards, against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of the Contractor, and Contractor's officers, agents and employees, in performance of this contract.

Waiver of Subrogation:

The Contractor waives all subrogation rights against the Owner/City for all claims or actions covered by the Contractor's Commercial General Liability coverage, Automobile coverage, and Worker's Compensation coverage.

5. IMMIGRATION LAW COMPLIANCE REQUIREMENTS

In compliance with SECTIONS 9 (a) and (b) of the BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Code of Alabama, Sections 31-13-9 (a) and (b), the successful vendor will be required to submit proof of Immigration Compliance as the law applies. By submitting a bid, the bidder affirms that, for the duration of the service agreement period, the bidder will not violate federal or state immigration laws or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. If the successful bidder is found, at any time during the service agreement period, to be in violation of Federal or State immigration laws, then it shall be deemed to be a breach of the terms and conditions of the bid award and/or the resulting service agreement thereof. In such case, the service agreement shall be

terminated immediately and the bidder/service company shall be responsible for all damages resulting therefrom.

6. ADDITIONAL GENERAL CONDITIONS

- A. Successful bidders shall obtain, if applicable, City of Homewood and all necessary licenses and/or permits required by local and state law prior to issuance of purchase order for and performance of said items/services.
- B. Safety Signs, Lights, Barricades and Clothing: The provision by the Contractor of the safety signs, lights, barricades, safety clothing and specified personnel, when required, is subject to the requirements of Safety and Health Regulations for Construction of the Occupational Safety and Health Administration, U.S. Government Department of Labor, of the State Manual on Uniform Traffic Control Devices for Streets and Highways, and of other authorities having jurisdiction in the areas of safety and traffic control. The Contractor is solely responsible for adhering to the safety requirements of authorities concerned with or affected by his work.
- C. All company vehicles and employees must be clearly identifiable during service visits.
- D. By signing the Bid Proposal Form, the bidder certifies that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition with this proposal submitted to the City of Homewood. The bidder also agrees to meet all the Conditions and Specifications outlined in this document.

Section C. SPECIFICATIONS AND SCOPE OF WORK

1. The Contractor shall provide the following services, as specified, for ALL areas:

A. Special Events:

During the Contract period an event may be scheduled within the City which requires maintenance operations to be concentrated and timed to provide an optimum appearance. These operations are to be coordinated between the Owner and the Contractor and are not considered additional work. All individual maintenance operations conducted for such an event will be considered as one of the Contract specified quantities for each of the operations. The Owner will provide verbal or written notification of such an event, with an outline of the maintenance operations to be conducted. The Owner will make every attempt to provide notification four (4) weeks In advance of the event to allow time for all operations to be completed.

B. Plant Removal:

1. Shrubs and ornamental grass - As directed by the Owner or as needed, remove in a timely manner, plants that are severely damaged or die during the course of this contract. As appropriate, flush-cut stumps at grade in an attempt to restart or remove stump completely by grinding or grubbing. Cover any open or depressed areas with growing media and/or mulch as appropriate.
2. Sod and grassed areas - Backfill small areas with sand or an appropriate growing media to allow existing grass to root through. Cover large areas with new sod, seed mat or seed/straw as approved by the Owner.

C. Pest & Disease Inspection:

1. 1x/ month, Maintenance Supervisor shall inspect entire project limits for signs of pest/disease or other issues that may be detrimental to plant health.
2. Immediately following inspections, Maintenance Supervisor shall report findings to Owner and discuss treatment options.
3. Contractor shall manage pests and disease as outlined in Area specs.
4. If any planted trees or a significant number of planted shrubs die or become irreparably damaged as a result of an identifiable/correctable cause that is not reported to the Owner, the contractor will be held liable for replacement.

D. Repairs:

1. Contractor is responsible for repairing minor ruts, spills, and misc. other damage inflicted on the interchange from passing vehicular traffic. Repairs may include

but are not limited to sanding, grading, removing debris, seed/straw, etc. as directed by the Owner or as needed.

E. Billing, Inspections, and Acceptance:

1. Monthly Review:

- a. At the beginning of each month for the entire length of the contract and any extensions thereof, the Contractor shall submit to the Owner a written request for inspection that includes a Service Report outlining all planned maintenance activities to be conducted and service dates for the specified month. One (1) report should be submitted for each service area. Each report will be used by the Owner for periodic inspections and also as validation for the payment of monthly invoices. Failure to submit these reports on time may result in the Owner either delaying or withholding monthly payments to the Contractor.
- b. At the end of each month and accompanying each monthly invoice for the length of the contract and any extensions thereof, the Contractor shall submit to the Owner a written request for inspection that includes a Final Service Report outlining all maintenance activities completed during a specified month. One (1) report should be submitted for each interchange or service area. Each report will be used by the Owner for final, monthly inspections and as validation of monthly invoices. Failure to submit these reports on time may result in the Owner either delaying or withholding monthly payments to the Contractor.

2. Basis of Acceptance – Contractor is responsible for all landscape maintenance work as specified herein and in keeping with all acceptable arboricultural and horticultural practices.
3. Upon completion of all specified maintenance activities, Contractor shall remit monthly invoices for 1/12 of the total bid amount. Invoices will be paid monthly, upon completion of subsequent inspections and verification of work performed.

2. The Contractor shall provide landscape maintenance services, as specified, for each of the following areas:

Area 1: Oxmoor Rd. @ Interstate 65

Area 2: Lakeshore Dr. @ Interstate 65

Area 3: Rosedale Dr., Hwy 280 and Hwy 31 Interchange

Area 4: Cloverleaf Interchange @ Hwy 31 & Lakeshore Dr.

Area 5: Off Ramps @ Hwy 31 Brookwood Hospital Exit Ramps

Additional specifications are provided below:

AREA 1: Interchange of Oxmoor Rd @ Interstate 65

Area 1 - Geographic Boundaries

Contractor shall provide comprehensive landscape maintenance services within the area shown on the map for Area 1 in Section E of these specifications.

Area 1 – Scope of Work

A. Trash Removal and Cleanup:

1. Each week and prior to each mowing, remove **ALL** trash and debris from **ALL** areas, whether resulting from maintenance operations or otherwise.
2. Each week remove all illegal, discarded and/or damaged signs and posts. Dispose of aforementioned items properly. DO NOT discard into any public street, storm drainage structure or onto any adjacent property.
3. Report any and all damaged traffic control signs to the Owner.
4. Focus on trash removal at street intersections where traffic cues are routine and smaller trash items like cigarette butts are discarded from vehicles.

B. Mowing:

1. 1x per month during October through March and 2x per month during April through September, mow all grassed areas to an approximate height of 5" or as approved by the Owner.
2. Grass clippings should be evenly dispersed over grassed areas and not left in piles or allowed to collect on tree mulch rings, planted beds or hardscapes.
3. Avoid mowing over bare areas and mulch rings. Do not allow mowing equipment to contact the trunks of trees or shrubs.
4. The Owner may elect to reduce mowing frequency and/or reduce mowing area in situations where over-shading of grass has occurred due to canopy closure of planted or volunteer trees.
5. The Owner may elect to reduce mowing frequency and/or suspend mowing operations during periods of extreme drought or wet conditions. In these instances, other detailed maintenance operations will be increased at the direction of the Owner.

C. Edging:

1. 6x/year, edge along all vertical curbs, concert areas and concrete flumes visible to the public. Annual timing of edging events should focus on maintaining a neat and well-defined appearance.

2. Do not deep/mechanical edge around tree mulch rings.

D. Tree Care:

1. 1x/month, inspect all planted trees for pests, disease and structural instability. Immediately following inspection(s), report findings to Owner.
2. Notify the Owner of any dead trees, as they are encountered.

E. Mulch: (Not in this area as of 08/10/2021)

1. 3x/year, around December 15, April 15 and August 15, apply fresh, clean pine straw to all planted trees
2. Apply in a manner that MAINTAINS a mulch depth of three inches (3") and prevents mulch contact with main stems of woody plants.
3. Expand mulch ring coverage to coincide with tree drip lines and/or to stabilize areas of thinning turf. Connect mulch rings where applicable.
4. At the Owner's discretion, if mulch accumulation becomes excessive the contractor shall "turn" mulch to refresh rather than add more.

F. Adjacent Wood Lines, Fencing and/or Guard Rails:

Control invasive, weedy and/or encroaching plant material as necessary, to maintain clean fencing, guard rails and/or adequate separation from maintenance areas. Control with clean mowing, trimming, stumping, herbicide and/or in combination so as to maximize effectiveness of control measures and minimize residual damage to desirable plants. Adjacent plants should not be allowed to overtake or overcrowd maintenance areas unless otherwise instructed by the Owner.

G. Pesticide Application:

1. Contact Herbicide (Non-selective):
 - a. Hardscape – Apply as needed to all hardscape surfaces including curbing, concrete medians and concert areas to kill weeds that resist hand removal.
 - b. Tree Mulch Rings – Apply sparingly but as necessary to tree mulch rings to kill weeds that resist hand removal. Do not apply on or near tree trunks or broadcast onto adjacent plant material.
 - c. Adjacent Fencing and/or Wood lines – Apply as needed to kill and control invasive weedy plants, to maintain clean fencing and to maintain adequate separation from maintenance areas. Apply as stem-injection, cut-stump or foliar, taking necessary precautions to minimize residual damage and maximize effectiveness of treatment.
2. Inspect Area for pests and disease, notifying Owner of findings.
3. Fungicide – Notify Owner of need and apply upon Owner's approval
4. Insecticide – Notify Owner of need and apply upon Owner's approval.
5. Restricted-use pesticides shall only be applied by State licensed Applicators.
6. ALL manufacturers' recommendations shall be strictly adhered to.
7. Weather conditions MUST be conducive for all chemical applications.
8. Pesticide applications must be documented and submitted to Owner in writing, preceding or immediately following applications(s). Use the Pesticide Applicator Record Form found in the Forms Section of this document for such reporting purposes.
9. Applicators must have a valid applicator's licenses available at all times.

END: Area 1 Scope of Work

AREA 2: Interchange of Lakeshore Dr. @ Interstate 65

Area 2 - Geographic Boundaries

Contractor shall provide comprehensive landscape maintenance services within the area shown on the Map for Area 2 in Section E of these Specifications.

Area 2 – Scope of Work

A. Trash Removal and Cleanup:

1. Each week and prior to each mowing, remove **ALL** trash and debris from **ALL** areas, whether resulting from maintenance operations or otherwise.

2. Each week remove all illegal, discarded and/or damaged signs and posts. Dispose of aforementioned items properly. DO NOT discard into any public street, storm drainage structure or onto any adjacent property.
3. Report any and all damaged traffic control signs to the Owner.
4. Focus on trash removal at street intersections where traffic cues are routine and smaller trash items like cigarette butts are discarded from vehicles.

B. Mowing:

1. 1x per month during October through March and 2x per month during April through September, mow all grassed areas to an approximate height of 5" or as approved by the Owner.
2. Grass clippings should be evenly dispersed over grassed areas and not left in piles or allowed to collect on tree mulch rings, planted beds or hardscapes.
3. Avoid mowing over bare areas and mulch rings. Do not allow mowing equipment to contact the trunks of trees or shrubs.
4. The Owner may elect to reduce mowing frequency and/or reduce mowing area in situations where over-shading of grass has occurred due to canopy closure of planted or volunteer trees.
5. The Owner may elect to reduce mowing frequency and/or suspend mowing operations during periods of extreme drought or wet conditions. In these instances, other detailed maintenance operations will be increased at the direction of the Owner.

C. Edging:

1. 6x/year, edge along all vertical curbs, concert areas and concrete flumes visible to the public. Annual timing of edging events should focus on maintaining a neat and well-defined appearance.
2. Do not deep/mechanical edge around tree mulch rings or near planted shrubs.

D. Tree and Shrub Care:

1. Trees:
 - a. 1x/month, inspect all planted trees for pests, disease and structural instability. Immediately following inspection, report findings to Owner.
 - b. Notify Owner of dead trees as they are encountered.
2. Shrubs:
 - a. 1x/month, inspect shrubs for pests and disease. Immediately following inspection, report findings to Owner. As directed by the Owner, implement control measures for serious pests or disease.

- b. 1x/month, deadwood prune all juniper beds.
- c. 1x/month, physically remove all visible weeds from juniper beds.

E. Mulch: (Non in this area as of 08/10/2021)

- 1. 3x/year, around December 15, April 15 and August 15, apply fresh, clean pine straw to all planted trees
- 2. Apply in a manner that MAINTAINS a mulch depth of three inches (3") and prevents mulch contact with main stems of woody plants.
- 3. Expand mulch ring coverage to coincide with tree drip lines and/or to stabilize areas of thinning turf. Connect mulch rings where applicable.
- 4. At the Owner's discretion, if mulch accumulation becomes excessive the contractor shall "turn" mulch to refresh rather than add more.

F. Adjacent Wood Lines, Fencing and/or Guard Rails:

Control invasive, weedy and/or encroaching plant material as necessary, to maintain clean fencing, guard rails and/or adequate separation from maintenance areas. Control with clean mowing, trimming, stumping, herbicide and/or in combination so as to maximize effectiveness of control measures and minimize residual damage to desirable plants. Adjacent plants should not be allowed to overtake or overcrowd maintenance areas unless otherwise instructed by the Owner.

G. Pesticide Application:

- 1. Contact Herbicide (Non-selective):
 - a. Hardscape – Apply as needed to all hardscape surfaces including curbing, concrete medians and concert areas to kill weeds that resist hand removal.
 - b. Tree Mulch Rings – Apply sparingly but as necessary to tree mulch rings to kill weeds that resist hand removal. Do not apply on or near tree trunks or broadcast onto adjacent grass or shrubs.
 - c. Shrub Beds – Apply sparingly and selectively in and around shrub beds to kill weeds that resist hand removal. Do not apply on or near trunks of shrubs or trees or broadcast onto adjacent grass.
 - d. Adjacent Fencing and/or Wood lines – Apply as needed to kill and control invasive weedy plants, to maintain clean fencing and to maintain adequate separation from maintenance areas. Apply as stem-injection, cut-stump or foliar, taking necessary precautions to minimize residual damage and maximize effectiveness of treatment.
- 2. Inspect Area for pests and disease, notifying Owner of findings.
- 3. Fungicide – Notify Owner of need and apply upon Owner's approval

4. Insecticide – Notify Owner of need and apply upon Owner's approval.
5. Restricted-use pesticides shall only be applied by State licensed Applicators.
6. ALL manufacturers' recommendations shall be strictly adhered to.
7. Weather conditions MUST be conducive for all chemical applications.
8. Pesticide applications must be documented and submitted to Owner in writing, preceding or immediately following applications(s). Use the Pesticide Applicator Record Form found in the Forms Section of this document for such reporting purposes.
9. Applicators must have a valid applicator's licenses available at all times.

END: Area 2 Scope of Work

AREA 3: Rosedale Dr., Hwy 280, and Hwy 31 Interchange

Area 3 - Geographic Boundaries

Contractor shall provide comprehensive landscape maintenance services within the area shown on the Map for Area 3 in Section E of these Specifications.

Area 3 – Scope of Work

A. Trash Removal and Cleanup:

1. Each week and prior to each mowing, remove **ALL** trash and debris from **ALL** areas, whether resulting from maintenance operations or otherwise.
2. Each week remove all illegal, discarded and/or damaged signs and posts. Dispose of aforementioned items properly. DO NOT discard into any public street, storm drainage structure or onto any adjacent property.
3. Report any and all damaged traffic control signs to the Owner.
4. Focus on trash removal at street intersections where traffic cues are routine and smaller trash items like cigarette butts are discarded from vehicles.

B. Mowing:

1. Large Open Grassed Areas and Road Shoulders:
 - a. 1x per month during October through March and 2x per month during April through September, mow all grassed areas to an approximate height of 5" or as approved by the Owner.
 - b. Grass clippings should be evenly dispersed over grassed areas and not left in piles or allowed to collect on tree mulch rings, planted beds or hardscapes.

- c. Avoid mowing over bare areas and mulch rings. Do not allow mowing equipment to contact the trunks of trees or shrubs.
- d. The Owner may elect to reduce mowing frequency and/or reduce mowing area in situations where over-shading of grass has occurred due to canopy closure of planted or volunteer trees.
- e. The Owner may elect to reduce mowing frequency and/or suspend mowing operations during periods of extreme drought or wet conditions. In these instances, other detailed maintenance operations will be increased at the direction of the Owner.

2. Reforestation Areas:

- a. 9x total per year, every other month during October through March and 1x/month during April through September, mow to an approximate height of 4" or as approved by the Owner.
- b. Grass clippings should be evenly dispersed over grassed areas and not left in piles or allowed to collect around the base of trees.
- c. Avoid mowing over bare areas and do not allow mowing or trimming equipment to contact the trunks of trees.
- d. The Owner may elect to reduce mowing frequency and/or reduce mowing area in situations where over-shading of plant material has occurred due to canopy closure of planted or volunteer trees.
- e. Trees that are damaged due to mowing/trimming or other maintenance activities will be replaced at the Contractor's expense.

3. Small Turf Islands:

- a. 18x total per year, 1x/month from Oct. through March and 2x/month from April through Sept. mow to an approximate height of 3" or as approved by the Owner to maintain a clean, neat appearance.
- b. Grass clippings should be finely mulched or removed.
- c. Avoid mowing over bare or mulched areas, or contacting adjacent shrubs.

C. Edging:

- 1. 6x/year, edge along all vertical curbs, concert areas and concrete flumes visible to the public. Annual timing of edging events should focus on maintaining a neat and well-defined appearance.
- 2. Do not deep/mechanical edge around tree mulch rings or near planted shrubs.

D. Tree and Shrub Care:

1. Trees:

- a. 1x/month, inspect all planted trees for pests, disease and structural instability. Immediately following inspections, report findings to Owner.
- b. Each month from April through Sept, remove suckers from crape myrtles via clean, sharp pruning shears or saws and appropriate cuts.
- c. Notify Owner of dead trees as they are encountered.

2. Shrubs:

a. Buffer Shrubs:

1. 1x/month, inspect for pests, disease and structural instability. Immediately following inspection, notify Owner of findings. Implement control measures as directed.
2. Prune away dead, broken or diseased branches as needed to maintain shrubs in a healthy, stable and upright position.
3. 1x/month, physically remove all large, visible weeds from buffer shrub bed areas.
4. Remove dead shrubs as they are encountered.

b. Ornamental Shrubs:

1. 1x/month, inspect for pests, disease and structural instability. Immediately following inspection, notify Owner of findings. Implement control measures as directed.
2. Prune away dead, broken or diseased branches as needed to maintain shrubs in a healthy, stable and upright position.
3. 1x/month, physically remove all large, visible weeds from buffer shrub bed areas.
4. Remove dead shrubs as they are encountered.

E. Mulch:

1. 3x/year, around December 15, April 15 and August 15, apply fresh, clean pine straw around Large Planted Trees, Buffer Shrubs and Ornamental Shrub areas.
2. Apply in a manner that MAINTAINS a mulch depth of three inches (3") and prevents mulch contact with main stems of woody plants.
3. Expand mulch ring coverage to coincide with tree drip lines and/or to stabilize areas of thinning turf. Connect mulch rings where applicable.
4. At the Owner's discretion, if mulch accumulation becomes excessive the contractor shall "turn" mulch to refresh rather than add more.

5. Reforestation Areas – allow cut grasses to serve as mulching material.
6. Curbs should be kept free of mulch in a neat blown or tucked manner.

F. Adjacent Wood Lines, Fencing and/or Guard Rails:

Control invasive, weedy and/or encroaching plant material as necessary, to maintain clean fencing, guard rails and/or adequate separation from maintenance areas.

Control with clean mowing, trimming, stumping, herbicide and/or in combination so as to maximize effectiveness of control measures and minimize residual damage to desirable plants. Adjacent plants should not be allowed to overtake or overcrowd maintenance areas unless otherwise instructed by the Owner.

G. Pesticide Application:

1. Contact Herbicide (Non-selective):

- a. Hardscape – Apply weekly, as needed or preceding special events as directed by the Owner, to all hardscape surfaces including curbing, concrete medians, concert areas, etc., to kill weeds that resist hand removal.
- b. Tree Mulch Rings – Apply sparingly but as necessary to tree mulch rings to kill weeds that resist hand removal. Do not apply on or near tree trunks or broadcast onto adjacent grass or shrubs.
- c. Reforestation Area Trees – Do not apply on or near the trunks of trees.
- d. Buffer Shrub Beds – Apply sparingly but as necessary within and around buffer shrub beds to assist mechanical control measures and to kill the weeds that resist hand removal. Do not apply on or near trunks of buffer shrubs.
- e. Ornamental Shrub Beds – Apply sparingly and selectively but as necessary in and around ornamental shrub beds to kill weeds that resist hand removal. Do not apply on or near the trunks of ornamental shrubs or broadcast onto adjacent grass.
- f. Adjacent Fencing and/or Wood lines – Apply as needed to kill and control invasive weedy plants, to maintain clean fencing and to maintain adequate separation from maintenance areas. Apply as stem-injection, cut-stump or foliar, taking necessary precautions to minimize residual damage and maximize effectiveness of treatment.

2. Pre-emerge Herbicide (Selective) – Apply to turf islands and shrub beds in late winter and early fall or at an appropriate time before weed-seed germination occurs. See monthly maintenance guidelines.

3. Inspect Area for pests and disease, notifying the Owner of findings.

4. Fungicide – Notify Owner of need and apply upon Owner's approval
5. Insecticide – Notify Owner of need and apply upon Owner's approval.
6. ALL pesticides (restricted and non-restricted) shall only be applied by State licensed Applicators.
7. ALL manufacturers' recommendations shall be strictly adhered to.
8. Weather conditions MUST be conducive for all pesticide applications.
9. Pesticide applications must be documented and submitted to Owner in writing, preceding or immediately following applications(s). Use the Pesticide Applicator Record Form found in the Forms Section of this document for such reporting purposes.
10. Pesticide Applicator(s) must have a valid applicator's license(s) available at all times.

END: Area 3 Scope of Work

AREA 4: Cloverleaf Interchange @ Hwy 31 & Lakeshore Dr.

Area 4 - Geographic Boundaries

Contractor shall provide comprehensive landscape maintenance services within the area shown on the Map for Area 4 in Section E of these Specifications.

Area 4 – Scope of Work

- A. Trash Removal and Cleanup:
 1. Each week and prior to each mowing, remove **ALL** trash and debris from **ALL** areas, whether resulting from maintenance operations or otherwise.
 2. Each week remove all illegal, discarded and/or damaged signs and posts. Dispose of aforementioned items properly. DO NOT discard into any public street, storm drainage structure or onto any adjacent property.
 3. Report any and all damaged traffic control signs to the Owner.
 4. Focus on trash removal at street intersections where traffic cues are routine and smaller trash items like cigarette butts are discarded from vehicles.

B. Mowing:

1. Grassed Areas and Road Shoulders:

- a. 1x per month during October through March and 2x per month during April through September, mow all grassed areas to an approximate height of 5" or as approved by the Owner.
- b. Grass clippings should be evenly dispersed over grassed areas and not left in piles or allowed to collect on tree mulch rings, planted beds or hardscapes.
- c. Avoid mowing over bare areas and mulch rings. Do not allow mowing equipment to contact the trunks of trees or shrubs.
- d. The Owner may elect to reduce mowing frequency and/or reduce mowing area in situations where over-shading of grass has occurred due to canopy closure of planted or volunteer trees.
- e. The Owner may elect to reduce mowing frequency and/or suspend mowing operations during periods of extreme drought or wet conditions. In these instances, other detailed maintenance operations will be increased at the direction of the Owner.

2. Reforestation Areas:

- a. 9x total per year, every other month during October through March and 1x/month during April through September, mow to an approximate height of 4" or as approved by the Owner.
- b. Grass clippings should be evenly dispersed over grassed areas and not left in piles or allowed to collect around the base of trees.
- c. Avoid mowing over bare areas and do not allow mowing or trimming equipment to contact the trunks of trees.
- d. The Owner may elect to reduce mowing frequency and/or reduce mowing area in situations where over-shading of plant material has occurred due to canopy closure of planted or volunteer trees.
- e. Trees that are damaged due to mowing/trimming or other maintenance activities will be replaced at the Contractor's expense.

3. Small Turf Islands:

- a. 18x total per year, 1x/month from Oct. through March and 2x/month from April through Sept. mow to an approximate height of 3" or as approved by the Owner to maintain a clean, neat appearance.
- b. Grass clippings should be finely mulched or removed.
- c. Avoid mowing over bare or mulched areas, or contacting adjacent shrubs.

C. Edging:

1. 6x/year, edge along all vertical curbs, concert areas and concrete flumes visible to the public. Annual timing of edging events should focus on maintaining a neat and well-defined appearance.
2. Do not deep/mechanical edge around tree mulch rings or near planted shrubs.

D. Tree and Shrub Care:

1. Trees:

- a. 1x/month, inspect all planted trees for pests, disease and structural instability. Immediately following inspections, report findings to Owner.
- b. Each month from April through Sept, remove suckers from crape myrtles via clean, sharp pruning shears or saws and appropriate cuts.
- c. Notify Owner of dead trees as they are encountered.

2. Shrubs:

a. Buffer Shrubs:

1. 1x/month, inspect for pests, disease and structural instability. Immediately following inspection, notify Owner of findings. Implement control measures as directed.
2. Prune away dead, broken or diseased branches as needed to maintain shrubs in a healthy, stable and upright position.
3. 1x/month, physically remove all large, visible weeds from buffer shrub bed areas.
4. Remove dead shrubs as they are encountered.

b. Ornamental Shrubs:

1. 1x/month, inspect for pests, disease and structural instability. Immediately following inspection, notify Owner of findings. Implement control measures as directed.
2. Prune away dead, broken or diseased branches as needed to maintain shrubs in a healthy, stable and upright position.
3. 1x/month, physically remove all large, visible weeds from buffer shrub bed areas.
4. Remove dead shrubs as they are encountered.

E. Mulch:

1. 3x/year, around December 15, April 15 and August 15, apply fresh, clean pine straw around Large Planted Trees, Buffer Shrubs and Ornamental Shrub areas.
2. Apply in a manner that MAINTAINS a mulch depth of three inches (3") and prevents mulch contact with main stems of woody plants.
3. Expand mulch ring coverage to coincide with tree drip lines and/or to stabilize areas of thinning turf. Connect mulch rings where applicable.
4. At the Owner's discretion, if mulch accumulation becomes excessive the contractor shall "turn" mulch to refresh rather than add more.
5. Reforestation Areas – allow cut grasses to serve as mulching material.
6. Curbs should be kept free of mulch in a neat blown or tucked manner.

F. Adjacent Wood Lines, Fencing and/or Guard Rails:

Control invasive, weedy and/or encroaching plant material as necessary, to maintain clean fencing, guard rails and/or adequate separation from maintenance areas.

Control with clean mowing, trimming, stumping, herbicide and/or in combination so as to maximize effectiveness of control measures and minimize residual damage to desirable plants. Adjacent plants should not be allowed to overtake or overcrowd maintenance areas unless otherwise instructed by the Owner.

G. Pesticide Application:

1. Contact Herbicide (Non-selective):

- a. Hardscape – Apply weekly, as needed or preceding special events as directed by the Owner, to all hardscape surfaces including curbing, concrete medians, concert areas, etc., to kill weeds that resist hand removal.
- b. Tree Mulch Rings – Apply sparingly but as necessary to tree mulch rings to kill weeds that resist hand removal. Do not apply on or near tree trunks or broadcast onto adjacent grass or shrubs.
- c. Reforestation Area Trees – Do not apply on or near the trunks of trees.
- d. Buffer Shrub Beds – Apply sparingly but as necessary within and around buffer shrub beds to assist mechanical control measures and to kill the weeds that resist hand removal. Do not apply on or near trunks of buffer shrubs.
- e. Ornamental Shrub Beds – Apply sparingly and selectively but as necessary in and around ornamental shrub beds to kill weeds that resist hand removal. Do not apply on or near the trunks of ornamental shrubs or broadcast onto adjacent grass.

- f. Adjacent Fencing and/or Wood lines – Apply as needed to kill and control invasive weedy plants, to maintain clean fencing and to maintain adequate separation from maintenance areas. Apply as stem-injection, cut-stump or foliar, taking necessary precautions to minimize residual damage and maximize effectiveness of treatment.
2. Pre-emerge Herbicide (selective) – Apply to turf islands and shrub beds in late winter and early fall or at an appropriate time before weed-seed germination occurs. See monthly maintenance guidelines.
3. Inspect Area for pests and disease, notifying the Owner of findings.
4. Fungicide – Notify Owner of need and apply upon Owner's approval
5. Insecticide – Notify Owner of need and apply upon Owner's approval.
6. ALL pesticides (restricted and non-restricted) shall only be applied by State licensed Applicators.
7. ALL manufacturers' recommendations shall be strictly adhered to.
8. Weather conditions MUST be conducive for all pesticide applications.
9. Pesticide applications must be documented and submitted to Owner in writing, preceding or immediately following applications(s). Use the Pesticide Applicator Record Form found in the Forms Section of this document for such reporting purposes.
10. Pesticide Applicator(s) must have a valid applicator's license(s) available at all times.

END: Area 4 Scope of Work

AREA 5: Off Ramps @ Hwy 31 Brookwood Hospital Exit Ramps

Area 5 - Geographic Boundaries

Contractor shall provide comprehensive landscape maintenance services within the area shown on the Map for Area 5 in Section E of these Specifications.

Area 5 – Scope of Work

- A. Trash Removal and Cleanup:
 1. Each week and prior to each mowing, remove **ALL** trash and debris from **ALL** areas, whether resulting from maintenance operations or otherwise.
 2. Each week remove all illegal, discarded and/or damaged signs and posts. Dispose of aforementioned items properly. DO NOT discard into any public street, storm drainage structure or onto any adjacent property.

3. Report any and all damaged traffic control signs to the Owner.
4. Focus on trash removal at street intersections where traffic cues are routine and smaller trash items like cigarette butts are discarded from vehicles.

B. Mowing:

1. 1x per month during October through March and 2x per month during April through September, mow all grassed areas to an approximate height of 5" or as approved by the Owner.
2. Grass clippings should be evenly dispersed over grassed areas and not left in piles or allowed to collect on tree mulch rings, planted beds or hardscapes.
3. Avoid mowing over bare areas and mulch rings. Do not allow mowing equipment to contact the trunks of trees or shrubs.
4. The Owner may elect to reduce mowing frequency and/or reduce mowing area in situations where over-shading of grass has occurred due to canopy closure of planted or volunteer trees.
5. The Owner may elect to reduce mowing frequency and/or suspend mowing operations during periods of extreme drought or wet conditions. In these instances, other detailed maintenance operations will be increased at the direction of the Owner.

C. Edging:

1. 6x/year, edge along all vertical curbs, concert areas and concrete flumes visible to the public. Annual timing of edging events should focus on maintaining a neat and well-defined appearance.
2. Do not deep/mechanical edge around tree mulch rings or near planted shrubs.

D. Tree and Shrub Care:

1. Trees:
 - a. 1x/month, inspect all planted trees for pests, disease and structural instability. Immediately following inspection, report findings to Owner.
 - b. Notify Owner of dead trees as they are encountered.
2. Shrubs:
 - a. 1x/month, inspect shrubs for pests and disease. Immediately following inspection, report findings to Owner. As directed by the Owner, implement control measures for serious pests or disease.
 - b. 1x/month, deadwood prune all juniper beds.
 - c. 1x/month, physically remove all visible weeds from juniper beds.

E. Mulch: (Not in this area as of 08/10/2021)

1. 3x/year, around December 15, April 15 and August 15, apply fresh, clean pine straw to all planted trees
2. Apply in a manner that MAINTAINS a mulch depth of three inches (3") and prevents mulch contact with main stems of woody plants.
3. Expand mulch ring coverage to coincide with tree drip lines and/or to stabilize areas of thinning turf. Connect mulch rings where applicable.
4. At the Owner's discretion, if mulch accumulation becomes excessive the contractor shall "turn" mulch to refresh rather than add more.

F. Adjacent Wood Lines, Fencing and/or Guard Rails:

Control invasive, weedy and/or encroaching plant material as necessary, to maintain clean fencing, guard rails and/or adequate separation from maintenance areas.

Control with clean mowing, trimming, stumping, herbicide and/or in combination so as to maximize effectiveness of control measures and minimize residual damage to desirable plants. Adjacent plants should not be allowed to overtake or overcrowd maintenance areas unless otherwise instructed by the Owner.

G. Pesticide Application:

1. Contact Herbicide (Non-selective):

- a. Hardscape – Apply as needed to all hardscape surfaces including curbing, concrete medians and concert areas to kill weeds that resist hand removal.
- b. Tree Mulch Rings – Apply sparingly but as necessary to tree mulch rings to kill weeds that resist hand removal. Do not apply on or near tree trunks or broadcast onto adjacent grass or shrubs.
- c. Shrub Beds – Apply sparingly and selectively in and around shrub beds to kill weeds that resist hand removal. Do not apply on or near trunks of shrubs or trees or broadcast onto adjacent grass.
- d. Adjacent Fencing and/or Wood lines – Apply as needed to kill and control invasive weedy plants, to maintain clean fencing and to maintain adequate separation from maintenance areas. Apply as stem-injection, cut-stump or foliar, taking necessary precautions to minimize residual damage and maximize effectiveness of treatment.

2. Inspect Area for pests and disease, notifying Owner of findings.

3. Fungicide – Notify Owner of need and apply upon Owner's approval

4. Insecticide – Notify Owner of need and apply upon Owner's approval.

5. Restricted-use pesticides shall only be applied by State licensed Applicators.

6. ALL manufacturers' recommendations shall be strictly adhered to.

7. Weather conditions MUST be conducive for all chemical applications.
8. Pesticide applications must be documented and submitted to Owner in writing, preceding or immediately following applications(s). Use the Pesticide Applicator Record Form found in the Forms Section of this document for such reporting purposes.
9. Pesticide Applicator(s) must have a valid applicator's licenses available at all times.

END: Area 5 Scope of Work

Section D. FORMS

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BID PROPOSAL FORM (Page 1)

Bidder/Company (Type or Print Legibly): _____

TOTAL BID FOR LANDSCAPE MAINTENANCE SERVICES TO BE PROVIDED TO ALL AREAS FOR THE PERIOD OF THREE YEARS

Amounts shall be shown in both words and figures.

In case of discrepancy, amounts shown in words will govern.

Bidder, hereby, agrees to perform all of the work described in the Contract Documents, Specifications and Drawings for the sum total dollar amount of:

_____ (\$ _____)
(Written Amount)

MISCELLANEOUS UNIT PRICES:

SUPPLEMENTAL WATERING -The Contractor may be required to provide watering to planted areas during extended periods when no measurable precipitation has occurred, as specified by the Owner. If and when called upon to do so, the hourly rate for the use of watering equipment and labor shall be as follows:

_____ (\$ _____) Per Hour
(Written Amount)

Name of Authorized Company Representative (Type or Print Legibly): _____

Signature of Authorized Company Representative: _____

Date Signed: _____

IMPORTANT: All four (4) pages of this Proposal Form must be signed and submitted with your proposal. Failure to do so may result in disqualification of the Bid/Proposal.

BID PROPOSAL FORM (Page 2)

REQUIRED DOCUMENTATION CHECKLIST

Bidder/Company (Type or Print Legibly): _____

The City of Homewood requires all bids exceeding \$10,000 to be backed by a Bid Bond or Certified Check – see Bid Specifications for additional Details. Is a Bid Bond or Certified Check attached?	YES ☐	NO ☐
Proof of required qualifications must be submitted with this proposal – see Bid Specifications for such requirements. Is documentation supporting all required qualifications attached?	YES ☐	NO ☐

Please list all licensed supervisors who will conduct work that requires State and/or Industry permitting and licensing. Check all Supervisors' credentials and attach copies evidencing stated credentials to this bid:

Name of Supervisor / Applicator	OTPS	OTPC	AL Setting & Maint	BS Degree	ISA Cert	UF Cert

Name of Authorized Company Representative (Type or Print Legibly): _____

Signature of Authorized Company Representative: _____

Date Signed: _____

IMPORTANT: All four (4) pages of this Proposal Form must be signed and submitted with your proposal. Failure to do so may result in disqualification of the Bid/Proposal.

BID PROPOSAL FORM (Page 3)

BIDDER / COMPANY REQUIRED SUPPLEMENTAL INFORMATION

BID COMPANY _____

ADDRESS _____

ADDRESS _____

CITY, ST, ZIP _____

WEB ADDRESS _____

PRIMARY CONTACT _____

TELEPHONE # (_____) _____ - _____

FAX # (_____) _____ - _____

EMAIL ADDRESS _____

OTHER CONTACT _____

TELEPHONE # (_____) _____ - _____

FAX # (_____) _____ - _____

EMAIL ADDRESS _____

Name of Authorized Company Representative (Type or Print Legibly): _____

Signature of Authorized Company Representative: _____

Date Signed: _____

IMPORTANT: All four (4) pages of this Proposal Form must be signed and submitted with your proposal. Failure to do so may result in disqualification of the Bid/Proposal.

CONTRACT AGREEMENT FORM (Page 4)

THIS AGREEMENT ("Agreement"), made and entered into on this the _____ day of _____ in the year of _____, by and between The **City of Homewood** (hereinafter called the Owner), and _____ (hereinafter called the Contractor}.

WITNESSETH: that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **Contract Scope of Work:** This Contract shall include the performance of any and all work, and the furnishing of all labor, materials, supplies, fuels, oils, tools, and equipment to completely install and fully complete the work described In the Bid Specification Documents entitled LANDSCAPE MAINTENANCE SERVICES ("Work"), the total cost of which shall be the full responsibility of the Contractor. The Contractor hereby agrees that all Work shall be completed in accordance with the Specifications, and in adherence with the provisions of the Contract Documents as defined, all of which form this Contract.

2. **Contract Documents:** The Contract Documents shall include Contract Agreement; Bid Proposal Form completed by the Contractor; Notice to Contractors; Advertisement for Bids; Bid Instructions and Information; Bid Bond; General Conditions; Specifications and Scope of Work; and all Contract Addenda.

3. **Price of Contract:** Payment in full amount of the price or prices in the Proposal submitted by the Contractor shall be due the Contractor by the Owner for performance of Work under the terms set forth in the Contract Documents. The referenced Bid Proposal Is bound herewith and made a part hereof to the same extent as if fully contained herein, but subject to such additions and/or deductions as provided for in the Contract Documents. As noted in the Proposal, the full amount of the price or prices set forth is \$ _____. It is understood and agreed by both the Owner and the Contractor that should the Owner order any changes in the Work, the Contract price shall be equitably adjusted to compensate for said changes.

THE WORK to be performed under this Contract shall be commenced within 10 calendar days after the date on which the Notice to Proceed is issued, and the Work shall be fully completed at the end of **365** Calendar Days after the date on which the **Notice to Proceed** is issued, subject to such

CONTRACT AGREEMENT FORM (Page 5)

extension of time as may be granted in accordance with the provisions of the Contract Documents.

PROVISION REQUIRED BY STATE OF ALABAMA 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.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the day and date first above written.

CITY OF HOMEWOOD

CONTRACTOR

BY: _____

DATE: _____

ATTEST: _____

PERFORMANCE BOND FORM

The **PRINCIPAL** (Name and address of the Contractor as it appears in the Contract):

The **SURETY** (Name of Surety and Principal Place of Business):

The **CITY** (Name and address of City as it appears in the Contract):

The City of Homewood, 1632 Oxmoor Rd. Homewood Ala. 35209

The **PENAL SUM** of this Bond (the Contract Amount) in Dollars:

The **DATE** of the Contract:

The **SERVICES/CONTRACT WORK** (Same Title as it appears in the Contract):

Landscape Maintenance Services – Interchange / Gateway Areas

WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time/Term.
2. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.
3. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the City:
 - a. Gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the

Contractor's right to complete the Services/Contract Work, or a designated portion of the Services/Contract Work, shall terminate seven days after the Contractor's receipt of the notice; and

- b. Gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.
4. In the presence of the conditions described herein, the Surety shall, at its own expense:
 - a. On the effective date of the Notice of Termination, take charge of the Services/Contract Work and be responsible for the safety, security, and protection of the Services/Contract Work, including materials and equipment stored on and off the Project site, and
 - b. Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Services/Contract Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
5. As conditions precedent to taking charge of and completing the Services/Contract Work pursuant to the preceding paragraph, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Services/Contract Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the City in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Services/Contract Work or for the City to fail or refuse to continue to make payments in accordance with the Contract Documents.
6. By accepting this Bond as a condition of executing the Contract, and by taking the actions described herein, the City agrees that:
 - a. The City shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
 - b. As the Surety completes the Services/Contract Work, or has it completed by a qualified contractor, the City shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the City from the Contractor under the Contract or from the Contractor or the Surety under this Bond.
7. In the presence of the conditions described herein, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the City as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.
8. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Services/Contract Work pursuant to the preceding paragraphs. If the Surety should fail or refuse to take charge of and complete the Services/Contract Work, the City shall have the authority to take charge of and

complete the Services/Contract Work, or have it completed, and the following costs to the City, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:

- a. The cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;
 - b. Additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Services/Contract Work;
 - c. Interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;
 - d. The fair market value of any reductions in the scope of the Services/Contract Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and
 - e. Additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.
9. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with the General Conditions of the Contract.

SIGNED AND SEALED this _____ day of _____, 20 _____

ATTEST by:

CONTRACTOR as PRINCIPAL by:

Signature

Signature

Name and Title (Printed or Typed)

Countersigned (by Alabama Resident Agent for Surety):

SURETY by:

Signature

Name and Address (Printed or Typed)

Signature

Name and Address (Printed or Typed)

SURETY'S BOND NUMBER: _____

NOTE: Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.

BID BOND FORM

The **PRINCIPAL** (Name and Address of the Bidder as it appears on the Bid Proposal):

The **SURETY** (Name of Surety and Principal Place of Business):

The **CITY** (Name and Address of City):

The City of Homewood, 1632 Oxmoor Rd. Homewood Ala. 35209

The **COMMODITY, SERVICES, OR CONTRACT WORK** (Same Bid Title as it appears in the Bid Proposal):

Landscape Maintenance Services - Interchange/Gateway Areas

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the **PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-Thousand Dollars (\$10,000.00).**

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the City the attached Bid Proposal, which is incorporated herein by reference, for the Commodity, Services, or Contract Work described above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the City accepts the Principal's bid and the Principal thereafter either:

- (a) Executes and delivers each of the following documents if required and as prescribed within the Bid Specifications and Conditions: (1) a Contract, (2) a Performance Bond, (3) a Payment Bond, and (4) Certificate of Insurance, or
- (b) Fails to execute and deliver such documents but pays the City the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the City may award a Contract for the same commodity, service, or contract work to another bidder,

THEN, this obligation shall be null and void; otherwise, it shall remain in full force and effect.

THE SURETY, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the City may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this _____ day of _____, 20_____

ATTEST by:

Signature

BIDDER as PRINCIPAL by:

Signature
Name and Title (Printed or Typed)

ATTEST by:

Signature

SURETY by:

Signature
Name and Title (Printed or Typed)

PESTICIDE APPLICATOR RECORD FORM (SAMPLE)

Pesticide Applicator Record							
Business/Applicator Name _____				Address _____			
Application Date	Time Started	Name of the person for whom the application was made	Location of Land Treated	Site Treated	Wind Direction	Wind Velocity	Air Temp
Product Trade Name		EPA Registration Number	Target Pest	Rate of Product Per Unit	Method or Type of Equipment Used To Make Application	FAA "N" Number for Aerial Application Equipment:	
Is Application Applied in Regulated County: ☐ Yes ☐ No				Regulated Herbicide Permit Number:			
Licensed Applicator's Name and License Number			Non-licensed Applicator's Name Working Under Licensee	Total Acres or Volume of Area Treated	Total Volume of Spray Mix, Dust, Granules or Other Materials Applied Per Unit		
Documentation used to verify training of non-licensed applicator (Mark Applicable Box)							
☐ Direct Supervisor Affidavit ☐ WPS Handler Card ☐ Signed & Dated Label							

Section E. MAPS OF WORK AREAS

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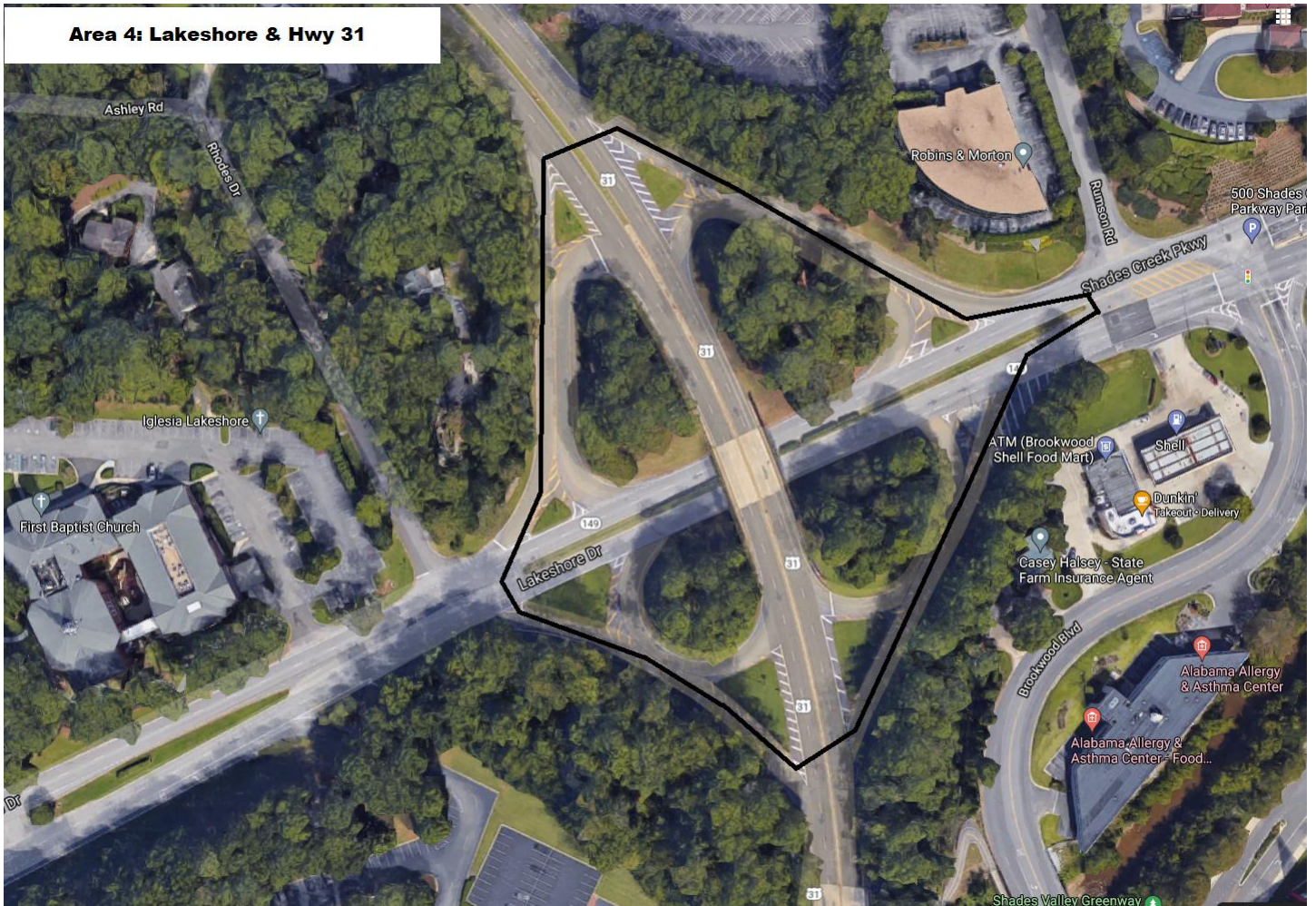
Area 2: Lakeshore and Interstate 65



Area 3: Rosedale, 280 and Hwy 31



Area 4: Lakeshore & Hwy 31



**Area 5: Off Ramps @ Hwy 31 at
Brookwood Hospital**



NON-COLLUSION AFFIDAVIT

STATE OF: _____

PROJECT: _____

COUNTY OF: _____

LETTING DATE: _____

I hereby certify that _____
(Name of contracting firm)

has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

SIGNED: _____
(Name of contracting firm)

BY: _____

Sworn to and subscribed before me this _____ day of _____ Year _____

(NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____
(SEAL)

NOTE: Proposals will not be accepted unless this form of certificate is used. This certificate must be submitted in duplicate and two original copies are included for your convenience. Please leave attached in your bid form.

FAILURE TO EXECUTE THIS AFFIDAVIT
SHALL BE CAUSE FOR REJECTION OF THIS BID.

NON-COLLUSION AFFIDAVIT

STATE OF: _____

PROJECT: _____

COUNTY OF: _____

LETTING DATE: _____

I hereby certify that _____
(Name of contracting firm)

has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

SIGNED: _____
(Name of contracting firm)

BY: _____

Sworn to and subscribed before me this _____ day of _____ Year _____

(NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____
(SEAL)

NOTE: Proposals will not be accepted unless this form of certificate is used. This certificate must be submitted in duplicate and two original copies are included for your convenience. Please leave attached in your bid form.

FAILURE TO EXECUTE THIS AFFIDAVIT
SHALL BE CAUSE FOR REJECTION OF THIS BID.