

**CONTRACTUAL DOCUMENTS, GENERAL CONDITIONS,  
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS**

**FOR**

**LANDSCAPING MAINTENANCE, TOWN OF SUMMERDALE, ALABAMA**

**October 1, 2018**

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## INVITATION FOR BIDS

### TOWN OF SUMMERDALE

The Town of Summerdale is located in Baldwin County, Alabama. The Mayor and Town Council of Summerdale are requesting proposals for **LANDSCAPING MAINTENANCE FOR THE TOWN OF SUMMERDALE, ALABAMA**. Proposals must be submitted by **2:00pm on July 2, 2018** to the office of the Town Clerk, 502 W Lee Ave, Summerdale, Alabama 36580 in order to be considered responsive. **Bids will be opened at 2:30pm on July 2, 2018** at the Summerdale Municipal Complex, 502 W Lee Ave, Summerdale, AL. Proposals submitted after this time will not be considered.

Work will include maintaining existing landscaping and providing and planting seasonal beds of the town's landscape areas at various buildings, parks and open spaces. The term of the contract is for one year with the option of renewing the contract for two additional years. The Town of Summerdale (Owner) and/or the Contractor may choose not to renew the contract at the end of years one and two. Copies of the plans, specifications, and contract documents may be inspected and/or obtained at the following location:

Town of Summerdale, Alabama  
Summerdale Municipal Complex  
502 W Lee Ave  
Summerdale, AL 36580  
Phone (251) 989-6202

The Contractor will be required to obtain a business license from the Town to operate within the Corporate Limits and is required to following the State of Alabama Immigration Laws and requirements.

Sealed Bids may be mailed or delivered directly to the Owner prior to the bid opening. Such sealed Bids must be clearly and legibly marked "**Landscape Maintenance, Town of Summerdale, Alabama**", on the outside envelope. Sealed bid must be sent to the following address:

Town of Summerdale, Alabama  
Town Clerk's Office  
Summerdale Municipal Complex  
502 W Lee Ave  
Summerdale, AL 36580

The lowest responsive, responsible Bid will be accepted with key consideration based upon the benefit to the public. However, the Town of Summerdale, Alabama, reserves the right to reject any and all Bids, to waive any irregularity in the Bids received, and to accept or reject any items of the Bid for the benefit of the public. No conditional Bids will be accepted. No Bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of Bids.

THE TOWN OF SUMMERDALE, ALABAMA

## **INSTRUCTIONS TO BIDDERS**

### **1. *BID FORMS***

A complete set of Bidding Documents is included herein.

### **2. *EXAMINATION OF DOCUMENTS AND PROJECT SITE***

A. Carefully examine the Bidding Documents, Specifications, Drawings, and the Work Site. BIDS shall include all costs required to execute the work under the existing conditions.

B. Direct inquiries and questions to Public Works Director, Town of Summerdale (251) 989-6202.

C. Extra payments will not be made for conditions which can be determined by examining the documents and the site.

### **3. *INTERPRETATIONS AND ADDENDA***

A. Should a BIDDER find discrepancies, ambiguities, or omissions in the specifications, or should he be in doubt as to their meaning, he shall at once notify the PUBLIC WORKS DIRECTOR.

B. The PUBLIC WORKS DIRECTOR will issue ADDENDA to clarify discrepancies, ambiguities, or omissions in the Specifications.

C. ADDENDA will be mailed to each BIDDER by Certified Mail. ADDENDA shall become part of the contract and BIDDERS must acknowledge receipt of ADDENDA on their bid form or their bid will be rejected. BIDDERS shall be bound by ALL ADDENDA.

### **4. *MODIFICATIONS AND WITHDRAWAL OF BIDS***

A. BIDS may not be modified after submittal.

B. Any BIDDER may withdraw his BID, either personally or by written request, at any time prior to scheduled time for opening bids.

C. No BIDDER may withdraw his BID for a period of thirty (30) days after date set for opening thereof, and all BIDS shall be subject to acceptance by OWNER during this period.

**5. PREPARATION OF PROPOSAL**

The Bidder's Proposal must be submitted on the Proposal Form furnished.

The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price for each of the separate items for which an estimated number of cycles are given in the Proposal Form. He shall then print in the Amount column provided for that purpose the products obtained by multiplying the respective Unit Prices times the estimated number of cutting cycles. The Bidder shall then print the total sum of all these products which comprise the bid prices on the Bid Total line provided for that purpose. The Town will check the total sum printed in the Proposal and in case of error or discrepancy the total sum obtained by adding the products of the Unit Prices printed by the Bidder times the various estimated cycle quantities listed in the Proposal shall prevail and this shall be the Contract Bid Price.

The Proposal shall be properly signed by the Bidder. If the Bidder is an individual, his name and post office address must be shown; if a firm or partnership, the name and post office address of the firm or partnership must be shown; if a corporation, the President, Vice President, or Secretary shall sign and affix the corporate seal, or if the person signing the Proposal is an agent, the said agent must attach written authorization from the President, Vice President, or Secretary of the corporation, the name of the State under the laws of which the corporation is chartered, and the names, titles, and the business addresses of the officers.

**6. IRREGULAR PROPOSALS**

Proposals may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind. Proposals in which the Unit or Lump Sum Prices Bid are obviously unbalanced may be rejected.

**7. DELIVERY OF PROPOSALS**

Each Proposal shall be placed, together with the Proposal Guaranty, if applicable, in a sealed envelope on the outside of which is written in large letters the Project and the name of the Bidder. Proposals may be delivered in person or by mail. Proposals will be received by the Owner at the location specified until the hour of the date set in the "Invitation for Bids" for the opening thereof. No proposal will be accepted or considered which has not been received prior to time and date of opening.

**8. PROPOSAL GUARANTIES**

Any bid exceeding \$10,000.00 must be accompanied by a Proposal Guaranties in the amount of 5% of the Bid sum or \$10,000, whichever is lesser. Form of Proposal Guaranties shall be either a certified check payable to the OWNER or a

Bid Bond executed by a surety acceptable to the OWNER and licensed in Alabama. All Proposal Guaranties, except those of the three lowest responsible Bidders, will be returned without undue delay after Proposals have been checked and tabulated. The Proposal Guaranty of the three lowest Bidders will be returned as soon as the contract of the successful Bidder has been properly executed and approved. The Owner reserves the right to return all Proposal Guaranties by mail, and its responsibility shall end upon the mailing thereof.

**9. BASIS OF AWARD OF CONTRACT**

A. A contract will be awarded by the Town of Summerdale for landscape maintenance, dependent upon availability of funds. Bid award will be based on the lowest total price excluding any alternate bid items. *Examples* of the Notice of Award, Contract, Notice to Proceed, and Waiver and Release of Lien are included in these Bidding Documents.

B. The Contract will be awarded to the lowest responsive responsible BIDDER, subject to OWNER'S right to reject any or all BIDS and to waive informality and irregularity in BIDS and BIDDING.

**10. EXECUTION OF CONTRACT**

A. Each BIDDER shall be prepared, if requested by the OWNER, to present evidence of their experience, qualifications, available equipment and financial ability to carry out the terms of the Contract. The OWNER reserves the right to disqualify any bidder who, in the judgment of the OWNER, fails to adequately demonstrate experience, qualifications, available equipment and financial ability sufficient to enable that BIDDER to successfully complete the scope of work under this Contract.

B. The successful BIDDER shall commence work within 15 days following receipt of the Notice to Proceed or on a date stipulated in the Notice to Proceed.

C. Within 5 days of receipt of Notice to Proceed, the CONTRACTOR shall deliver to OWNER policies of insurance or insurance certificates as required by Contract Documents. All policies or certificates of insurance shall be approved by OWNER before the successful BIDDER may proceed with Work

**11. PRE-QUALIFICATION OF BIDDERS**

No proposal will be considered from any Contractor without reasonable large-scale landscaping experience. The OWNER reserves the right to inspect the Contractor's mowing equipment to insure the Contractor is qualified to perform the work as outlined in these documents. The OWNER reserves the right to reject the bid if in the OWNER's opinion the contractor cannot successfully execute the contract with his mowing equipment.

**12. LAWS AND REGULATIONS**

The BIDDER'S attention is directed to the fact that all applicable State laws, Municipal Ordinances and the Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

**13. ALABAMA LICENSED CONTRACTOR**

All BIDDERS submitting bids in excess of Fifty Thousand Dollars (\$50,000.00) must be licensed contractors in the State of Alabama and must give their License Number on their Bid Form. Contracts less than Fifty Thousand Dollars (\$50,000.00) will not require a general contractor's license; however, all other requirements shall remain the same.

**14. EQUIPMENT LIST**

(None Required)

## **SPECIFICATIONS AND EXECUTION OF WORK**

### **1. *EQUIPMENT***

All equipment used in this contract shall conform to all applicable federal, state and local laws and regulations. Required safety devices and/or flagging shall be mandatory and in conformance with the appropriate sections of Part VI of the MUTCD.

### **2. *METHODS OF OPERATION***

Prior to beginning work on any pay item, a conference between a Public Works staff representative and the Contractor will be arranged by the Town. In this meeting, the Contractor shall outline in detail his proposed landscaping procedures, schedule and his plans for performing the work while providing for the safe passage of vehicular traffic at all times. Plans, specifications, unusual conditions, and other pertinent items regarding the work will also be discussed.

### **3. *WORK PROSECUTION***

#### **A. *MAINTENANCE SERVICE***

1. Cultivation and weeding plat beds and tree wells.
2. Apply herbicides for weed control in accordance with manufacturer's instructions. Remedy damage resulting from use of herbicides.
3. Applying insecticides for insect control.
4. Pruning, including removing of dead or broken branches and treatment of pruned areas.
5. Disease Control
6. Maintaining pine straw mulch.
7. Apply fertilizer as necessary (2 times yearly)

#### **B. *SEASONAL BEDS***

1. Provide plant material for season beds, per attached recommended list.
2. Provide soil amendment to bed areas as required insuring vigorous growth.
3. Water daily if necessary to prevent plant stress. Provide water truck labor and Materials
4. Maintain as required to insure healthy and attractive growth
5. Seasonal beds shall be refreshed with new plant material at least 3 times annually to coincide with fall/winter, spring and summer seasons. An optional planting shall be included with price and to be determined by Mayor.

### **4. *PLANT MATERIAL***

1. Definition: Plug and live stakes listed in the Plant Schedule.
2. General:
  - Species, sizes, manner in which to be planted, and approximate quantities to complete the planting as included in the Plant Schedule.
  - Scientific and common plant names conform to those given in Hortus Third



or are those generally accepted in the nursery trade.

3. Quality:
  - Conform to the standards set forth in American Standard for Nursery Stock
  - Standard quality
  - And first-class representatives of their species or variety and true to name and type
  - Nursery-Grown, unless specified otherwise.
  - In Compliance with State and Federal laws relating to disease and insect infestation; file certificate with Landscape Architect.
  - Having normal, well-developed branched and vigorous root systems, free from defects, decay, disfigurements, sun scaled, bark abrasions, plant diseases, insect pests or eggs, borers and any and all infestations.
4. Rejection of plants for:
  - Lack of compactness or proper proportion;
  - Weak, Thin growth in rows too close together;
  - Cut back from larger stock to meet specified requirements;
  - Undersized, dry, cracked or broken balls, or plants that are loose in their balls;
  - Root bound within container or ball;
  - Lacking proper proportion as to height and spread and specified characteristics or plant material;
5. Quantity: Furnish plants in sufficient quantity to satisfy the intent of the Drawing and Specifications. Locate in sufficient quantity to the time is not lost if some plants are rejected.

## Suggested Seasonal Bedding Plant List

Begonia “Encore”  
Blue Daze (*Evolvulus glomeratus*)  
Caladium (*Caladium zhortulanum*)  
Celosia “New Look”  
Clemoe (*Cleome Hasslerana*)  
Coleus (*Coleus xhybridus*)  
Dianthus, annual types  
Gomphrena (*Gomphrena globosa*)  
Hyacinth Bean (*Dolichos Lablab*)  
Impatoents (*Impatiens Wallerana*)  
Joseph’s Cost (*amaranthus tricolor*)  
Lantanas (*Lantana Spp.*)  
Madagascar periwinkle (*Catharanthus Rosea*)  
Marigolds (*Tagetes Spp.*)  
Medallion Plant (*Melampodum ssp.*)  
Mexican sunflower (*Tithonia rotundifolia*)  
Morning-Glory (*Ipomoea purpurea*)  
Moonflower (*Ipomea alba*)  
Narrowleaf Zinna (*Zinnia angustifolia*)  
Pansy (*Viola xwittrockiana*)  
Pentas (*Pentas lanceolata*)  
Petunia (*Petunia xhybrid*)  
Snapdragon (*Antirrhinum majus*)  
Sunflower (*Helianthus annus*)  
Verbena (*Verbena xhybrida*)  
Wax begonia (*begonia xsemperflorens-cultorum*)  
Zinna (*Zinnia elegans*)

**PROPOSAL FORM**

TO: Town of Summerdale  
 502 W Lee  
 Summerdale, AL 36580

BIDDER: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

OWNERS: Town of Summerdale, Alabama

PROJECT: **LANDSCAPE MAINTENANCE FOR THE TOWN OF SUMMERDALE**

The BIDDER in compliance with the INSTRUCTIONS TO BIDDERS having received the Plans and Specifications for the PROJECT, and having received, read, and taken into account all ADDENDA as follows: (List number and dates of each Addendum) \_\_\_\_\_

and having inspected the site(s) and the conditions affecting and governing the accomplishment of the PROJECT, the undersigned proposes to furnish all materials and perform all labor, as specified to complete the base bid and any alternate bid(s) for the following:

**Schedule of Prices**

**Task No. 1.**

Locations Requiring Maintenance

**All locations will be inspected monthly and will require maintenance throughout the month.**

	<b>(Monthly Price)</b>
Planters CR 71 and Jackson (9 presently)	\$ _____
Crepe Myrtles on CR71 (from Hwy 59 to Shriver and from Hwy 59 and Co Rd 32)	\$ _____
Splash Park	\$ _____
Community Center	\$ _____
Old Police Department	\$ _____
Summerdale Library	\$ _____
Pioneer Park (Between Jefferson and Hamm)	\$ _____
Summerdale Municipal Complex	\$ _____
Welcome to Summerdale Sign (Hwy 59 & CR 71)	\$ _____
Welcome to Summerdale Sign (North Hwy 59)	\$ _____
Walking Trail Bridge (South of Splash Park)	\$ _____

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**Task No. 2 (3 Season Cycles, 4<sup>th</sup> Optional)**

- Seasonal Bed Locations
- Two (2) "Welcome to Summerdale" Sign (Hwy 59)
- Splash Park Sign
- Community Center
- Library Sign and Beds at Entrance of Library
- Planter Boxes CR 71 and Jackson
- Walking Trail Bridge (South of Splash Park)

1<sup>st</sup> \$ \_\_\_\_\_

2<sup>nd</sup> \$ \_\_\_\_\_

3<sup>rd</sup> \$ \_\_\_\_\_

4<sup>th</sup> (Optional) \$ \_\_\_\_\_

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**TOTAL BID \$ \_\_\_\_\_**

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

\_\_\_\_\_  
Address

Corporate Seal

\_\_\_\_\_  
Al. Contractor License No. (If applicable)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## CONTRACT

THIS AGREEMENT, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at Summerdale, State of Alabama, by and between \_\_\_\_\_, hereinafter called the Contractor, and the **Town of Summerdale, Alabama**, and/or its assigns, hereinafter called the Owner.

WITNESSETH;

That the Contractor, for the consideration hereinafter set out, hereby agrees with the Owner as follows:

1. That the Contractor shall perform all of the work in a satisfactory manner in accordance with the plans and specifications, bid requirements and conditions, which are attached hereto and made a part hereof as if fully contained herein, for **LANDSCAPE MAINTENANCE, TOWN OF SUMMERDALE, ALABAMA**.

2. That the Contractor shall commence the work to be performed under this agreement within the Contract Time as defined in the *General Conditions*.

All work shall be accomplished with quality in a manner which will maintain safety to life and property and reduce to a minimum any interference with abutting property or public travel. A daily completion report shall be filled out and turned in to the Public Works Office or the Office of the Town Clerk. All work shall be inspected and approved by the Town Public Works Director and his staff as Owner's representatives before payment shall be made.

3. The Owner hereby agrees to pay to the Contractor for satisfactory performance of the agreement, subject to additions and deductions as provided in the contractual Documents, in lawful money of the United States as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

4. It is mutually agreed between the Owner and the Contractor that timely performance is of the essence to this Contract, and the Contractor agrees to keep a working force on the job of the size that is adequate to perform all work in accordance with the Contractor's approved work schedule.

5. The Owner reserves the right to terminate this contract without penalty to itself, upon written notice to the Contractor at least thirty (30) days prior to said termination. In the

event that the Contract is terminated, the Contractor will be paid in accordance with the bid items of the Contract and its attachment for all work performed for which payment has not yet been made.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

By: \_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Mayor

**Town of Summerdale, Alabama  
(Owner)**

(SEAL)

ATTEST: \_\_\_\_\_  
Town Clerk

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**PROJECT: LANDSCAPE MAINTENANCE, TOWN OF SUMMERDALE, ALABAMA**

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, \_\_\_\_\_, on or before \_\_\_\_\_, \_\_\_\_\_. The Agreement shall expire on \_\_\_\_\_.

(OWNER) **Town of Summerdale, Alabama**

By \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor

**WAIVER AND RELEASE OF LIEN**

FROM: \_\_\_\_\_

TO: **Town of Summerdale, Alabama** (Owner of Project)

PROJECT NAME: **LANDSCAPE MAINTENANCE, TOWN OF SUMMERDALE, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by the **Town of Summerdale** to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the **Town of Summerdale** on the referenced project on account of labor or materials, or both furnished for the referenced project.
2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor and/or materials for the referenced project.
3. The undersigned further agree that, after execution of this document, it will defend at its expense, and save the **Town of Summerdale** harmless from any and all claims or liens arising out of the undersigned's furnishing of labor and/or materials for the referenced project.
4. The undersigned has executed this document in order to induce the **Town of Summerdale** to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the **Town of Summerdale** arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
STATE OF ALABAMA  
COUNTY OF BALDWIN

Personally appeared before me the undersigned Notary Public in and for said County and State, \_\_\_\_\_, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

\_\_\_\_\_  
NOTARY PUBLIC



## **GENERAL CONDITIONS**

### **1. OWNER**

The Owner for Landscape Maintenance is the Town of Summerdale, Alabama. The mailing address for the Owner is 502 W Lee Ave Summerdale, Alabama 36547.

### **2. LOCAL LICENSE REQUIREMENT**

Attention is called to the fact that all companies performing work on this Contract must obtain a Business License from the Town of Summerdale available at Town Hall.

### **3. CONTRACT DOCUMENTS**

The Owner will furnish the Contractor free of charge two (2) sets of plans and specifications. Additional sets may be purchased at cost to Contractor.

### **4. PAYMENTS AND COMPLETION**

Once in each month, the Contractor may submit an Application for Payment for completed work in place on the enclosed form. Payment shall be made to the Contractor within thirty (30) days of receipt and approval of Application for Payment. The final monthly payment prior to the expiration of the Contract shall not be made until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the work under this contract have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents; 2) FOR CONTRACTS OF \$50,000 OR MORE, legal notice of advertisement of completion has been advertised four (4) consecutive weeks in some newspaper of general circulation in Baldwin County, Alabama (approved by the Owner); 3) Final inspection of the work by the Owner. Final payment will be made to Contractor within thirty (30) days after satisfactory completion of (1), (2) and (3) above.

### **5. INSURANCE**

#### ***General***

#### ***Certificate of Insurance***

Submit certificate of insurance on AIA Document G-705 entitled "Certificate of Insurance", enclosed herein, or other suitable form provided by the Insurance Company.

#### ***Notification of Owner Re: Termination/Expiration***

Each and every policy shall contain an endorsement stating that insurance company will not, prior to completion of project or any policy expiration date shown on policy and certificate, whichever occurs first, terminate policy or change any coverage therein without first mailing by registered mail, written notice of such action at least thirty (30)

days prior to termination or change, to Owner at whose request the policy and certificate are issued.

***Insurance Companies***

Coverage of all insurance shall be in acceptably strong companies with a minimum rating of A in Best's Insurance Guide, or lacking, which must be approved by the Owner.

***Owner Liability***

The Contractor shall name the Owners, the Town of Summerdale as additional insured in the Contractor Comprehensive Liability Policy.

***Additional Coverage***

Coverage shall include liability arising from property in care, custody and control of Contractor.

***Limits of Coverage***

Specific policies and amounts of coverage required are as follows:

- (1) Workmen's Compensation - Employers Liability Insurance.
  - A. Statutory - amount and coverage as required by law of the place of building.
  - B. Employers Liability \$1,000,000 minimum.
  
- (2) Comprehensive - General Liability Insurance
  - A. Public Liability: Including Premises-Operations, Independent Contractors, Products-Completed Operations, Broad Form Property Damage Including Products Liability and Broad Form Contractual Liability.
    - 1. Bodily Injury Liability - \$1,000,000 per person  
Per occurrence  
\$2,000,000 aggregate  
Per occurrence
    - 2. Property Damage Liability - \$1,000,000 aggregate  
Per occurrence

Split limits or Combined Single Limits of \$1,000,000

(3) Comprehensive - Automobile Liability Insurance including owner, non-owned, and hired vehicles, or Combined Single Limit \$1,000,000.

- A. Bodily Injury Liability - \$1,000,000 per person  
Per occurrence  
\$2,000,000 aggregate  
Per occurrence
- B. Property Damage Liability - \$1,000,000 aggregate

**6. CONTRACT TERM**

The term of this contract shall be one (1) year from the date of award. The Town has the option to renew this contract for two (2) additional years. The contract will be considered renewed for each additional year with no increase in price, **unless** the Town notifies the Contractor in writing thirty (30) days prior to the expiration of the initial one (1) year term of the Town's intent **not** to renew, **or** contractor requests a price increase in writing sixty (60) days prior to the expiration of the initial one (1) year term. If, after negotiation with the Town, the price increase is deemed acceptable, the Town will provide a new purchase agreement. If a price increase is not agreed upon, the Town will re-bid the contract.

**7. REINSPECTION FEE**

A reinspection fee of Fifty Dollars (\$50.00) shall be charged when Town inspectors find an area not satisfactorily cut during initial inspection and must reinspect this area at a later time following recutting as necessary to correct deficiencies.

## **SPECIAL CONDITIONS**

### **1. WORK SCHEDULE**

After contract award the contractor shall prepare a work schedule for the season with cutting dates specified and have this schedule approved by the Public Works Director before proceeding with the work. Weekend and holiday work may be allowed on an exception basis. The Town reserves the right to restrict work in any areas on an exception basis. At least 2 (two) off season mowing cycles should be anticipated. The Public Works Director shall determine the schedule and area.

### **2. SANITARY FACILITIES**

The Contractor shall provide on site sanitary facilities, if he so deems sanitary facilities to be necessary. No sanitary facilities shall be provided by the Owner.

### **3. STORAGE OF MATERIALS**

All equipment and materials may be stored on the job site. Materials as well as equipment remain the property of the contractor until contract completion.

### **4. DISPOSAL OF MATERIALS**

Any waste and excess materials shall be disposed of in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations including, but not limited to, the Occupational Safety and Health Act (OSHA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), the Toxic Substances Control Act (TSCA), and Alabama Department of Environmental Management (ADEM) Regulations.

### **5. DRAWINGS AND CONTRACTUAL DOCUMENTS**

The Contractual Documents shall consist of the Request for Proposals, Instructions for Bidders, Proposal, Proposal Forms, Contract, General Conditions, Special Conditions, Technical Specifications, all amendments and addenda thereto, and Drawings attached hereto.

### **6. DAILY COMPLETION REPORTS**

A DAILY completion report shall be filled out and turned in to the Public Works Office or the Office of the Town clerk. The report must contain: location of maintains, the date the area was maintained, and must be approved by Town Inspector before application for payment can be submitted.

**NOTICE OF AWARD**

DATED:

TO:

**PROJECT: LANDSCAPE MAINTENANCE FOR TOWN OF SUMMERDALE**

You have been awarded a contract for **LANDSCAPE MAINTENANCE, TOWN OF SUMMERDALE, ALABAMA.**

Within ten (10) days of the date of this Notice of Award, you must deliver to the OWNER the enclosed contract documents, fully executed, signed and witnessed, and a Certificate of Insurance as follows:

- 2 originals - Contract
- 1 original - Certificate of Insurance certifying compliance with all Insurance requirements specified in the General Conditions

Within ten (10) days after receipt of the above documents, OWNER will return to you one (1) fully signed original of the Contract.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

**TOWN OF SUMMERDALE (OWNER)**

By: \_\_\_\_\_

E- VERIFY DOCUMENTATION

TO: Vendors, Contractors and Grantees

FROM: Town of Summerdale

DATE: March, 2012/ Updated for Legislative Session June, 2012

The Town of Summerdale, AL is required to comply with the provisions of the new Alabama Immigration Law. Compliance requirements for all cities in the State of Alabama became effective January 1, 2012 and updated in July 2012. The requirements flow down to all contractors, vendors under Bid Contract and grantees doing business with the Town of Summerdale and are employing one or more employee(s) in the State of Alabama. If you are awarded a contract with the Town of Summerdale, AL, awarded incentives or grants, or if you wish to continue to do business with the Town of Summerdale, AL under a current contract and wish to receive funds from the Town of Summerdale, AL you must complete and submit the following within 10 business days:

If your organization/entity does NOT employ one or more employees in the State of Alabama, please complete Part I of the attached form stating such along with a W-9:

1. Submit an updated W-9 Form (attached)
2. Status of Immigration Law Compliance (PART I only, attached)

If your organization/entity DOES employ one or more employee(s) in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form (attached)
2. Proof of enrollment in E-Verify for Immigration Law Compliance: An acceptable proof of enrollment with E-Verify would be an E-VERIFY MEMORANDUM of UNDERSTANDING (MOU). To enroll in E-Verify, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portal/site/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once ALL of the steps to enroll are completed, a signed copy of your MOU that includes your E-Verify assigned Company ID Number will be available for you to export.

If you have SUBCONTRACTORS, provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized Proof of Immigration Law Compliance Form. You may provide copies of this memo to your subcontractors as an explanation of this mandatory requirement. You are not required to submit the subcontractor proof to the Town of Summerdale, AL. However, the Town reserves the right to request evidence of your subcontractors' compliance at any time.

These requirements are a condition for doing business with the Town of Summerdale AL and for receiving any funds from the Town of Summerdale, AL. *MAINTAIN COPIES OF ALL DOCUMENTS FOR AUDIT PURPOSES.*

If you DO NOT employ one or more employee(s) in the State of Alabama, submit an updated W-9 and complete PART I of the attached Proof of Immigration Compliance Form. If you DO employ one or more employee(s) in the State of Alabama, please submit the required proof of enrollment and W - 9 Form as identified on the previous

