

REQUEST FOR QUALIFICATIONS

CITY OF FOREST PARK

PROJECT OVERVIEW

Services Being Provided: This project is to provide Exterior Grounds Maintenance Services.

Using Department: Department of Public Works

Pre-Qualification Conference: Each Offeror is strongly encourage to attend the Pre-Bid/Proposal Conference on the 15th of June 11:00a.m at the City Council Chambers. All Conferences will be held at City of Forest Park City Hall 745 Forest Parkway, Forest Park, GA 30297.

Question Deadline: All questions must be submitted in writing no later than 5:00p.m. via email to ageeter@forestparkga.gov.

Qualification Statement Deadline: All Qualification Statements submitted must be delivered to the City of Forest Park Department of Procurement no later than 2:00 p.m. on the 23rd of June.

City's Contact: Girard Geeter, Procurement Manager via e-mail at ageeter@forestparkga.gov. Phone Number 470-889-9087.

Each Proponent should submit one (1) original document and four (4) copy's for the evaluation process.

Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this Request for Qualifications (“RFQ”) of information provided by Proponent on forms provided by the City in this RFQ.

2. **Volume I (Information drafted and provided by Proponent):** The information drafted and submitted by Proponent in response to this RFQ, which must be set forth in and include each of the following parts: General Summary of Task Order Process; Anticipated representative projects that may be the subject of a task order are included in the Scope of Services in Exhibit A: Scope of Work and Technical Specifications.
 - 2.1. **Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent’s qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:
 - 2.1.1 Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices.
 - 2.1.2 A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.
 - 2.2. **Organizational Structure/Key Personnel and Resumes.** The Proponent’s Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:
 - 2.2.1 Describe the nature of the firm’s business; include a description of experience, competencies, and overall organizational capabilities.
 - 2.2.2 Provide the Proponent’s Management Organizational Chart both graphically and in narrative format. The Organizational chart and

narrative should provide a description of the Proponent's views on how it will organizationally provide the Services.

- 2.2.3 Provide a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.
- 2.2.4 Provide resumes for key personnel you intend to assign to this Project for the following positions: Project Manager and Grounds Maintenance Supervisor. Submission of these names constitutes a commitment to use these individuals if the Proponent is awarded a Contract, and changes may be made only with the prior written consent of the City.
 - 2.2.4.1 Resumes should be organized as follows:
 - 2.2.4.2 Name and Title;
 - 2.2.4.3 Professional Background;
 - 2.2.4.4 Current and Past Relevant Employment;
 - 2.2.4.5 Education;
 - 2.2.4.6 Certifications;
 - 2.2.4.7 List of Two (2) Relevant Projects, including:
 - 2.2.4.7.1 Client Name;
 - 2.2.4.7.2 Project Description;
 - 2.2.4.7.3 Role of the Individual; and
 - 2.2.4.7.4 Client List/Reference Contact.

2.3 Firms Overall Project Experience, Qualifications, and Performance on Previous Similar Projects.

- 2.3.1 Describe the Proponent company history of the firm's experience providing Landscaping Services. The Proponent shall have a minimum of three (3) consecutive years within the last five (5) years of experience in the operations and management of a landscaping of similar scope such as experience in other commercial airports, public parks or recreational facilities, major shopping malls, office parks/major office complexes, hotels/convention facilities, other government buildings/ facilities/ complexes, major colleges/universities.
- 2.3.2 Provide a matrix of three (3) relevant projects within the last three (3) years of similar size and scope, including client name, project description, project value, role of the individual, project completion date, reference contact name, phone number and e-mail address.

2.4 Staffing and Work Plan:

- 2.4.1 Describe how the Proponent will ensure staffing needs are met for the delivery of services and duties as outlined in Exhibit A.
 - 2.4.2 Provide an operational plan, including scheduling of staff, transporting staff to the job sites and how staff will communicate with supervisors while working on site.
 - 2.3.1 Provide a list of physical resources the Proponent owns, including equipment, vehicles (include the year and model when identifying equipment and vehicles).
- 3. Cost Proposal:** Each winning Proponent will cost out each task order on a task order bases. Each task order will vary based upon the specific scope assigned to each task order.
- 4. Minimum Qualifications:**
- 4.1 Each Proponent shall have a minimum of three (3) consecutive years within the last five (5) years of experience in the operations and management of a landscaping and (indoor and outdoor) maintenance company for major facilities and/or land areas. Qualifications should include similar scope such as experience in other commercial airports, public parks or recreational facilities, major shopping malls, office parks/major office complexes, hotels/convention facilities, other government buildings/ facilities/complexes, major colleges/universities.
 - 4.2 The Grounds Maintenance Manager shall have a minimum of 5 years out of the last 7 years full time seasonal experience in a supervisory position in grounds maintenance on projects of similar scope as described in 4.1. The Grounds Maintenance Manager shall program and coordinate all activities concerning the Work.
 - 4.3 The Grounds Maintenance Supervisor shall have a minimum of three 3 years' experience in grounds maintenance services on projects of similar scope. The Supervisor shall be fully capable of supervising all labor forces, executing all Work, managing people and shall be totally responsible to the Grounds Maintenance Manager.
 - 4.4 The Grounds Maintenance Laborer shall have a minimum of one (1) year experience in grounds maintenance services on projects of similar scope.

5. Submission of Proposals:

5.1. All Proposals must be submitted to the Department of Procurement 745 Forest Parkway, Forest Park, Ga. 30297.

5.2. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

6. Responsiveness and Responsibility:

6.1. The responsiveness of a Proponent is determined by the following:

6.1.1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;

6.1.2. The completeness of all material, documents and/or information required by the City; and

6.1.3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

6.2. The responsibility of a Proponent is determined by the following:

6.2.1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;

6.2.2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;

6.2.3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;

6.2.4. The quality of performance of previous contracts or work;

6.2.5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;

6.2.6. The sufficiency of the financial resources and ability of the Proponent to perform the Agreement or provide the Work; and

6.2.7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required.

7. **Selection for Competitive Sealed Proposals:**

The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria may include but not be limited to those factors contained in Sections 2-1188(k) and 2-1189(d) of the City of Atlanta Code of Ordinances, and the factors in Part 3: Evaluation of Proposals.

8. **Applicable Diversity Program:** The City's Diversity Program applicable to this procurement. By submitting a proposal in response to this procurement, each proponent agrees to comply with such applicable Diversity Program. (25%)

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An evaluation committee will review the Proposals in accordance with this RFP.

Proposals will be evaluated using the following Evaluation Form:

RELATIVE WEIGHT	GRADED ITEM	SCORE
25	Organizational Structure/Key Personnel	
35	Firms Overall Project Experience, Qualification and Performance on Previous Similar Projects	
30	Staffing and Work Plan	
10	Financial Capability	
100%	TOTAL SCORE	

PART V SUBMITTAL CHECKLIST

This table is included for Proponent's convenience and may be used to track the preparation and submittal of certain required information withits Proposal.

Item #	Required Proposal Submittal Check Sheet	Check (v)
1	Title Page	
2	Executive Summary	
3	Organizational Structure/Key Personnel and Resumes	
4	Firms Overall Project Experience, Qualifications, and Performance on Previous Similar Projects	
5	Staffing and Work Plan	
6	Form 1; Proposal Submittal Letter Form	
7	Form 2; Illegal Immigration Reform and Enforcement Act	
8	Form 3; Contractor's Statement of Legal Status and Financial Capability	
9	Form 4; Acknowledgement of Insurance and Bonding Requirements	
10	Form 5; Acknowledgment of Addenda	
11	Form 6; Proponent's Contact Directory	
12	Form 7; List of Clients	
13	Form 10; Local Small Business, Diversity Program	
14	Form 11, Non-Collusion Affidavit	
15	Form 12; Certification Regarding Debarment, Suspension, and other Matters	
16	Form 13; Trade Secret Status (if applicable)	
17	State of Georgia Certificate of Existence	

FORM 1
PROPOSAL SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

RFP # _____

The undersigned, _____, hereby submits its bid proposal to furnish all services, labor, materials, or equipment, delivered by the undersigned for the above referenced RFP to the City of Forest Park, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if City of Forest Park, Georgia, awards a contract to the undersigned, the Proposal made by the undersigned and delivered to City of Forest Park, Georgia herewith, together with such award, will constitute a legal, valid and binding contract between the undersigned and City of Forest Park, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, solicitation instructions and conditions, the contract provisions and the contractor's proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Submittal Letter this _____ day of _____.

By: _____

Title: _____

Sworn to and subscribed before me the ____ day of _____,
_____.

Notary Public: _____

My Commission Expires: _____

[SEAL]

Required Submittal (FORM 2)
Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO OFFERORS:

All Offerors **must** comply with the Illegal Immigration Reform and Enforcement Act, O.C.G.A §13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Offerors must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Offerors must not rely on these instructions for that purpose. The instructions are offered only as a convenience to assist Offerors in complying with the requirements of the City's procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid.
2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number or formal contract number.**
3. If the Offeror is a Joint Venture and the Joint Venture has an EIN, **one** Contractor Affidavit must be completed by the Joint Venture and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does **not** need to submit a separate Contractor Affidavit.
4. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture **must** complete and submit its own Contractor Affidavit. The Contractor Affidavit must include the participating business's E-Verify Company ID Number.
5. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
6. **All Contractor Affidavits must be sworn, signed and dated in the physical presence of a notary public. The signature dates for both the authorized representative and notary public must be the same.**
7. *Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission but will be required at contract execution phase or in accordance with the timelines set forth in IIREA.
8. Offeror's failure to comply with the above instructions may result in the Offeror being deemed non-responsive.

Required Submittal (FORM 2)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(I)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows: **(a)** the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; **(b)** the Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; **(c)** the Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; **(d)** the Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract; **(e)** the Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c); **(f)** the Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and **(g)** Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization (mm/dd/yyyy)

Name of Contractor (Legal Name of Offeror)

Name of Project/Solicitation Number

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20__ in _____(City), _____(State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

**The signature dates for both the authorized representative and notary public must be the same.*

Required Submittal (FORM 2b)
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization (mm/dd/yyyy)

Name of Subcontractor (Legal Name)

Name of Project/Solicitation Number

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____(City), _____(State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

***The signature dates for both the authorized representative and notary public must be the same.**

Required Submittal (FORM 3)

Contractor's Statement of Legal Status and Financial Capability

For official and confidential use by the City of Forest Park, Georgia

Purpose/Instructions: The following information will be used by the City of Forest Park, Georgia in determining whether or not the identified **Contractor** has, in the opinion of the City of Forest Park, Georgia, the financial capability to successfully fulfill its obligations to the City.

If space on this form is inadequate for any requested information, please furnish on attached pages with a reference to the appropriate question number on this form.

A. Submission Information:

1. This Statement is being submitted as required by a FOREST PARK Solicitation:
FOREST PARK Solicitation #: _____
Project Name: _____
2. This information is current as of (date): _____

B. Contractor Information

1. Official Company/Entity Name: _____
(hereinafter "Contractor")
2. Mailing Address: _____
City/State/Zip: _____
3. If at this address less than 1 year, prior address: _____
_____ City/State/Zip: _____
4. Primary contact regarding this information: _____
5. Telephone Number: _____
6. Email Address: _____

C. Development Entity. The Development entity named above is:

- A sole proprietorship – Soc. Sec. # _____
- A corporation – FID # _____
- A nonprofit or charitable institution or corporation – FID # _____
- A partnership _____ – FID # _____
- A business association or a joint venture – FID # _____
- A limited liability company – FID # _____
- A Federal, State, or local government or instrumentality thereof
- Other / explain: _____

D. Date and State of Organization. If the Contractor is not an individual or a government agency or instrumentality:

1. Date of organization: _____

2. State of organization: _____

E. Contractor Principals. Names of owners, officers, directors, trustees, and principal representatives of the development entity

Name, Title, Address, ZIP Code	Description of interest/relationship	% of Ownership Interest

F. Contractor Affiliations. Is the Contractor a subsidiary or parent of or affiliated with, any other corporation or corporations or any other firm or firms?

Yes No

If Yes, provide the following information:

Corporation/Firm	Relationship to Contractor	Common Officers/Directors/Owners/ Trustees/Representatives
Name Address		
Name Address		

If the Contractor is different than the parent corporation or firm, will the parent corporation or firm guarantee performance under this proposal?

Yes No

G. Bankruptcy. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years?

Yes No

If Yes, provide the following information:

Name	Court	Date	Status

H. Loan Defaults. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation? *(attach additional sheets if needed)*

Yes No

If Yes, explain: _____

I. Criminal Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors party to any past or pending criminal litigation?

Yes No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

Date Filed	Court	Charge/Current Status

J. Civil Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor’s officers or principal members, shareholders or investors party to any pending civil litigation that could potentially impact the financial capability of the Contractor to complete the proposed development?

Yes No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

Date Filed	Court	Current Status

K. Conflict of Interest. Does any member or employee of the City of Forest Park, Georgia have any direct or indirect personal interest in the Contractor or in the redevelopment or rehabilitation of the property being proposed by the Contractor?

Yes No

If Yes, explain:

L. Source of Financing. Provide an itemization of planned or likely sources of funds to be used to cover Contractor’s obligations under the project.

1. Provide a copy of a letter of interest from potential lenders, or
2. Provide any other evidence of Contractor’s ability to obtain debt financing.
3. Provide name and address of financial institution reference(s).

M. Financial Condition. Provide an audited financial statement for each of the previous two years presented in accordance with generally accepted accounting principles and accompanied by an unqualified opinion of certified public accountants. If the date of this audited financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.

N. Previous Forest Park Projects. Has the Contractor or its parent entity (if any), or any subsidiary or affiliated entity of the Contractor or said parent corporation, or any of the Contractor’s officers or principal members, shareholders or investors had any previous contractual relationship with the City of Forest Park?

Yes No

Project Name	Description	Date

O. Additional Information. Attach any additional evidence deemed helpful to demonstrate the Contractor's financial capacity and capability to complete the project.

CERTIFICATION

I*_certify under penalty of perjury under the laws of the State of Georgia that I am authorized to submit this information on behalf of the Contractor and that the statements made in this Proposal are true and correct. I further authorize the City of Forest Park, Georgia, or any employee or agent acting on behalf of the City of Forest Park, Georgia, to undertake any investigation deemed appropriate to verify the information contained herein.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

* If the Contractor is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

FORM 4

Acknowledgement of Insurance and Bonding

I _____ on behalf of _____
("Proponent"), acknowledge that if selected as the successful Proponent for (enter project name and number) _____.
Proponent shall comply with all insurance and bonding requirements for the projected listed above and any other attachments to the RFP which pertain to insurance and/or bonding.

Proponents understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to the award of a contract and to take all necessary steps to ensure compliance with the applicable requirements with out delay. The Proponent understands, acknowledges and agrees that any failure to fully comply with the insurance and bonding requirements within 10 days of the date the Proponent receive a final contract.

By executing this Acknowledgement of Insurance and Bonding requirements, I represent that the Proponent understands and agrees to comply unconditionally with all requirements. I represent that I am authorized to make the representation contained herein on behalf of the Proponent.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

FORM 5

ACKNOWLEDGMENT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____ (Print or Type)

Title: _____

Date: _____

**Required Submittal (FORM 6)
Contact Directory**

Proponent Name: _____

NAME	POSITION/TITLE (JV Relationship, if applicable) *	MAILING ADDRESS	PHONE NUMBER	EMAIL ADDRESS

The purpose of the Offeror Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting an Offeror. This Offeror Contact Directory must include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for at least one (1) primary contact, and names, positions, titles of at least one (1) secondary contact, where applicable, authorized to represent the firm for purposes of this solicitation.

* *Joint Ventures established less than three (3) years must include at least one (1) primary contact for each member.*

Required Submittal (FORM 7)
Reference List

Each Offeror must provide a list of at least three (3) references for. The references provided shall not be from the same project and must be able to attest to an Offeror's performance ability and credibility in a particular industry or trade. The City may also consider the information obtained through other sources. Past and present performance information will be utilized to determine the quality of the Offeror's past and present performance as it relates to the probability of success for this Project.

Reference No. 1

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Reference No. 2

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Required Submittal (FORM 7)
Reference List (cont)

Reference No. 3

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

FORM 8
SCHEDULE OF CONTRACT FULLY BURDENED LABOR RATES

PROPONENT NAME: _____

Position	Raw Rate	Multiplier	Fully Burdened Labor Rate
Principal-in-Charge			
Project Manager			
Superintendent			
Safety Manager			
QC Manager			
Estimator			
Scheduler			
Contract Administrator			
Laborer			

¹ Actual salary paid to employees of the Joint Venture Companies - proof of payment is required upon Contract award and invoicing.

² Fully Burdened Labor Rate - The actual cost paid or incurred by a company that is directly attributable to maintaining an employee including the employee's salary, statutorily required taxes, insurance, contributions, assessments, etc. as well as customary benefits provided to the company's employees per the company's printed policies such as medical and health benefits, sick leave, vacation, holidays, pensions, etc. The fully burdened labor rate also includes any consideration for overhead but NOT profit. The Joint Venture blended overhead apportioned to this contract is accounted for by a multiplier applied to the raw rates which results in the Fully Burdened labor Rate. The City reserves the right to audit this multiplier. The fully burdened labor rates shall be used in the preparation of all Task Orders and Change Orders.

Form 9
Fee Acknowledgement Letter

Please transfer statement below on Company Letter Head and Sign

Form 10
Local, Small Business, Diversity Program

**CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-Contractor/Supplier	Company Name, Address and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work to be Performed	Ownership of Business (see code below)	Dollar (\$) Value of Work	Percentage of Total Bid Amount

Total Local Business, % _____ Total Small Business % _____ Total Minority Business % _____

Code: AABE-African American Business Enterprise, HABE-Hispanic American Business Enterprise, FBE-Female Business Enterprise, APABE-Asian (Pacific Islander) American Business Enterprise

Proponent's Co. Name: _____ Date: _____ FC#: _____

Proponent's Contact Number: _____ Project Name: _____

Signature: _____

City of Forest Park

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers that were contacted regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (Enter SBE or Non SBE)	Results of Contact

Name of Sub-Contractor/Supplier	Company Name, Address and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (Enter SBE or Non SBE)	Results of Contact

Proponent's Name: _____ Project Name: _____ FC#: _____

Signature: _____ Contact No: _____ Date: _____

FORM 11
NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING RESPONSE ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of Organization)

(Print Name)

(Title)

(Signature)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

FORM 12
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
MATTERS

The Proposer, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the proposer is unable to certify to any of the statements in this certification, such proposer shall attach an explanation to this Proposal.

The proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

Signature of Authorized Agent

Name/Title of Authorized Agent

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____ [SEAL]

FORM 13
TRADE SECRET STATUS

EXHIBIT A: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

EXHIBIT A - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. **GENERAL SCOPE OF WORK; COMPONENTS A AND B.** This Scope of Work and Technical Specifications ("Scope of Work") for Services and Work to be performed under the Agreement consists of two (2) components: [i] Component A, Routine Exterior Grounds Maintenance Services at the various city sites, includes the complete care and guarantee of all planted trees, plants, ground covers, policing all areas, picking up all debris, dead branches, leaves, etc., lawn areas as per each task order; and [ii] Component B, involves periodic, limited property maintenance services intended to curtail overgrowth and dumping on certain parcels of real property located in the cities jurisdictions , acquired by the CITY from time to time in connection with its Capital Improvement Program, and miscellaneous maintenance of facilities as requested.
2. **LICENSING.** CONTRACTOR shall maintain a valid, local herbicide applicator and operator's license and use chemicals in strict accordance with federal, state, county, and local directives on environmental control and such other licenses and permits as may be required by Applicable Law. All chemicals shall have an EPA approval number.
3. **PERSONNEL.**
 - 3.1 **CATEGORIES.** CONTRACTOR shall provide the following personnel as a minimum requirement:
 - 3.1.1 Full Time Employees:
 - 3.1.1.1 Grounds Maintenance Manager;
 - 3.1.1.2 Grounds Maintenance Supervisor; and
 - 3.1.1.3 Grounds Maintenance Laborers.
 - 3.1.2 Hourly Employees, to be utilized on an as needed basis, and invoiced in accordance with the Hourly Rates.
 - 3.1.2.1 Arborist;
 - 3.1.2.2 Horticulturalist;
 - 3.1.2.3 Landscape Architect;

- 3.1.2.4 Ground Maintenance Manager;
- 3.1.2.5 Ground Maintenance Supervisor, and
- 3.1.2.6 Ground Maintenance Laborer

* Rate quoted shall include all direct and indirect costs.

3.2 REQUIRED QUALIFICATIONS.

3.2.1 GROUNDS MAINTENANCE MANAGER. The Grounds Maintenance Manager shall have a minimum of seven (7) years full time seasonal experience in a supervisory position in grounds maintenance on projects of similar scope (lawn maintenance, trees, plants, and ground covers maintenance; inventory, replacement and treatment; seasonal plantings; and clearing for property maintenance/distressed properties and lots); and similar projects such as: other commercial airports, public parks or recreational facilities, major shopping malls, office parks/major office complexes, hotels/convention facilities, other government buildings/facilities/complexes, major colleges/universities, or similar such projects. The Grounds Maintenance Manager shall program and coordinate all activities concerning the Work.

3.2.2 GROUNDS MAINTENANCE SUPERVISOR. The Grounds Maintenance Supervisor shall have a minimum of five (5) years experience in grounds maintenance services on projects of similar scope (lawn maintenance, trees, plants, and ground covers maintenance; inventory, replacement and treatment; seasonal plantings; and clearing for property maintenance/distressed properties and lots); and similar projects such as: other commercial airports, public parks or recreational facilities, major shopping malls, office parks/major office complexes, hotels/convention facilities, other government buildings/facilities/complexes, major colleges/universities, or similar such projects. He/She shall be fully capable of supervising all labor forces, executing all Work, managing people and shall be totally responsible to the Grounds Maintenance Manager.

3.2.3 GROUNDS MAINTENANCE LABORER. The Grounds Maintenance Laborer shall have a minimum of one (1) year experience in grounds maintenance services on projects of similar scope (lawn maintenance, trees, plants, and ground covers maintenance; inventory, replacement and treatment; seasonal plantings; and clearing for property maintenance/distressed properties and lots); and similar projects such as: other commercial airports, public parks or recreational facilities, major shopping malls, office parks/major office complexes, hotels/convention facilities, other government buildings/facilities/complexes, major colleges/universities, or similar such projects. He/She shall have experience in planning, care and

maintenance of trees, hedges, shrubs, ornamental plants, flowers, turf, and mulch areas used in the landscaping industry.

- 3.2.4 **EDUCATION.** Formal education in Forestry, Horticulture, Landscape Design or a related field is acceptable in lieu of up to two (2) years of actual work experience.
- 3.3 **APPROPRIATE DRESS.** All employees shall be properly dressed at all times. A shirt with a company identifying patch is required, with matching work pants to accompany company shirt and proper work shoes [no sneakers are allowed]. Company jackets with company identifying patch are required in climate weather.
- 3.4 **STANDARDS OF CONDUCT.** CONTRACTOR shall maintain satisfactory standards of
- employee competency, conduct, courtesy, appearance, honesty and integrity and shall discipline any employee, as may be necessary.
- 3.5 **DISMISSAL OF EMPLOYEES.** CITY may request CONTRACTOR to immediately remove from the Jobsite and/or dismiss any employee found unfit to perform duties due to, but not limited to, one (1) or more of the following reasons:
- 3.5.1 Neglect of duty;
- 3.5.2 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or action or fighting;
- 3.5.3 Theft, vandalism, immoral conduct or any other criminal activity;
- 3.5.4 Selling, consuming, processing or being under the influence of intoxicants, alcohol, or illegal substances while on duty; or
- 3.5.5 Inability to properly perform required work.
- 3.6 **ADDITIONAL PROJECTS.** CITY reserves the right to request additional Exterior Grounds Maintenance projects be performed at its sole discretion.
- 3.7 **BASE WORK:** The CONTRACTOR is required to mow the grass; dispose of fallen trees, limbs, bottles, cans, paper and other trash and debris during routine maintenance. Keep storm drains free of litter during cutting, to avoid obstruction of water flow and perform other such duties as required and/or requested by the CITY's Designated Representative to maintain the properties in a safe and secure manner. Every effort shall be made to mow all lots identified on an entire street, during each mowing operation.
- 3.7.1 After the Agreement has been executed, the CITY's Designated Representative will issue written authorization to commence work to provide property maintenance service on a list of properties. The CONTRACTOR will be responsible for providing the services as outlined in each Task Order.

- 3.7.2 The mowing service shall be provided every two (2) weeks throughout the growth season (March through October), and as necessary through dormant season (November through February).
- 3.7.3 Hours of Operation shall coincide with the CITY's hours of operation (6:00 a.m. to 6:00 p.m.) Sunday through Saturday, unless otherwise specified by local jurisdiction(s).
- 3.7.4 It is the CONTRACTOR's responsibility to clean up all acts of GOD.
- 3.8 **ADDITIONAL WORK.** CONTRACTOR shall submit pricing for work on additional parcels, as requested by City's Designated Representative, as follows:
- 3.8.1 Price per Average Lot (size shall be 100 feet x 100 feet);
- 3.8.2 Price for eight (8) foot (height) fencing (cost & installation) with barbedwire, per linear foot;
- 3.8.3 Property board-up (hourly rate for crew);
- 3.8.4 Price for disposal of rubbish (per cubic yard) such as:
- fallen trees and/or limbs; and
 - bottles, cans, tires, furniture, and appliances;
- 3.8.5 Price per dirt embankment (six (6) cubic yards of dirt embankment per driveway), in order to prevent dumping on Property; and
- 3.9 **SAFETY:** All material and performance of work shall meet health and safety laws currently in effect. CONTRACTOR shall report any environmental concerns, i.e., dumping, drums, uncovered wells and septic tanks immediately to CITY's Designated Representative.

The CONTRACTOR shall protect adjacent property and the public, and take necessary precautions for the safety of persons at the site. The CITY's Designated Representative will make periodic visits to each site to inspect the CONTRACTOR's performance. The CONTRACTOR shall make note of any necessary improvements needed during the site visit. All requested improvements must be verified and approved by the CITY's Designated Representative prior to payment.

- 3.10 **PAYMENT REQUEST:** The CONTRACTOR shall notify the CITY when work is complete and submit the invoices for payment. The CITY's Designated Representative will inspect the work and submit the invoices for processing. The invoice shall show the company's name, address and type of work performed for each written authorization issued by the CITY's Designated Representative, i.e., mowing, board-up, dumping fees (with landfill receipts), etc.
- 3.10.1 Base Work shall be invoiced per the unit price provided on each Task Order and CONTRACTOR shall follow the same invoicing procedures each month for routine maintenance as directed and approved to be performed by the CITY.

- 3.10.2 Additional work shall be invoiced according to each Task Order maintenance of trees, hedges, shrubs, ornamental plants, flowers, turf, and mulch areas used in the landscaping industry.
- 3.11 **EDUCATION.** Formal education in Forestry, Horticulture, Landscape Design or a related field is acceptable in lieu of up to two (2) years of actual work experience.
- 4.2 CONTRACTOR shall fully execute all Services as defined in the specifications in each Task Order.
- 4.3 CONTRACTOR shall provide a complete maintenance program and plant guarantee for all trees, plants, lawns and mulch areas to ensure that the quality of planting and lawn does not deteriorate, but exhibits continued vitality and healthy new growth for the term of the Contract. Perennials and permanent plants shall be guaranteed by CONTRACTOR for a minimum of three (3) years. Annuals and seasonal plants shall be guaranteed by CONTRACTOR for the duration of their lifespan. CONTRACTOR shall remove and replace trees, shrubs and flowers found to be dead or in unhealthy condition during the warranty period or the term of the Agreement or whichever is greater.
- 4.4 CONTRACTOR shall comply with all City, County, and State watering restrictions. CONTRACTOR shall take every precaution to prevent saturation of the plant material during the term of the Agreement (i.e. diversion swales, installation of underdrains if needed, removal of mulch and tree saucers when necessary, and or raising distressed plant material when necessary).
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4.5 **SCHEDULE.** CONTRACTOR shall provide a detailed list of equipment to be used and the labor force to perform Work prior to commencing the specific Services.

4.6 **INVENTORY AND GUARANTEE OF PLANT MATERIAL**

4.6.1 CONTRACTOR shall inspect and inventory all areas specified in each Task Order, immediately upon issuance of Notice to Proceed by CITY. CONTRACTOR shall submit a typed inventory of the aforementioned areas to CITY's Designated Representative. The CONTRACTOR's inventory shall indicate whether or not each item listed is in a healthy, vigorous condition, and recommend treatment or replacement as necessary to restore same. Replacement plant material shall meet all specifications listed in each Task Order in regard to species, variety, color and quality. Size of replacement plant material shall equal that of the plant that is being replaced and/or the size of existing adjacent like specimens. CITY's Designated Representative shall have final approval of the assessment of the items on this inventory and final approval on any/all treatment and replacement. Payment shall be made under the provisions for "Inventory, Replacement, and Treatment" provided in each Task Order. This price shall be full compensation for inventory, removal and disposal of plant material, and replanting or replacement of plant material necessary to complete the Work.

4.6.2 Upon CITY's Designated Representative's approval of CONTRACTOR's inventory of items as listed in each Task Order, and subsequent implementation of any/all treatment and replacement, CONTRACTOR guarantees and shall completely replace, at no additional cost to CITY, 100% of the plants which, from that time forward, in the opinion of CITY or its Designated Representative, fail to maintain a healthy, vigorous condition (excluding theft or vandalism), regardless of whether CONTRACTOR was responsible for initial installation of plant. Replacement plant material shall meet all specifications listed in these Technical Specifications and Plant List in regard to species, variety, color and quality. Size of replacement plant material shall equal that of the plant that is being replaced and/or the size of existing adjacent like specimens.

4.6.3 CONTRACTOR is responsible for treating problem plant material and shall outline immediate steps to correct problems or improve performance of the plant.

4.6.4 Planting Guarantee/warranty trees, shrubs and flowers for a period of three (3) years after date of installation completion, against defects including

death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond landscape installer's control.

4.6.5 Maintenance and Protection of Traffic; CONTRACTOR will furnish material and traffic control devices when necessary in accordance with state and local codes. The CONTRACTOR'S vehicles and equipment assigned to this contract will be required to display in full view and at all times the company's name and logo marked in lettering no less than 3" in height. All markings are to be legible.

4.7 INSPECTIONS

4.7.1 CITY or its Designated Representative will conduct daily and weekly inspection to determine whether CONTRACTOR is fulfilling the terms of this Contract.

4.7.2 CONTRACTOR shall prepare a weekly status report for all areas serviced in each Task Order. After status report is received by CITY's Designated Representative, CONTRACTOR shall meet with the CITY's Designated Representative to inspect the site and to review a job evaluation. Any deficiencies in work shall be corrected by Contractor within twenty-four (24) hours of notice by CITY's Designated Representative, unless otherwise specified by CITY's Designated Representative.

4.8 POLICING

4.8.1 Building foreground areas, parking lots fence lines on both sides, any sidewalks in the associated work areas, (including areas described in Boundaries) all roadways and grounds visible from roadways shall be policed seven (7) days a week, 365 days a year, as follows:

4.8.1.1 All roadways, parking lots fence lines on both sides, all work areas, and grass areas, and wooded areas and sidewalks are to be policed daily in order to keep them clean of leaves, debris, tree limbs, paper, garbage, etc.;

4.8.1.2 The Jobsite (also includes roadways, etc.) is to be policed daily, no less than twice a day morning hours and afternoon hours, to remove unsightly litter, broken limbs, debris, etc.; and

4.8.1.3 All debris, limbs and litter, etc., collected shall be removed from the Jobsite by CONTRACTOR.

4.8.2 During regular maintenance visits, seven (7) days a week, 365 days a year, landscaped areas shall be kept free of unsightly litter, broken limbs, dead trees, dead shrubbery, dead flowers, debris, etc. Any such material shall be removed from the city property.

4.8.3 All storm drains, ditches, culverts, etc., within the limits of the Work shall be kept free of litter and debris of all kind that could obstruct proper water flow.

4.9 PLANTED TREES

4.9.1 Watering: Newly planted trees (those that have been in the ground less than two years) require 25 gallons of water, approximately 1.5 inches of rainfall per week to survive. Although most trees survive on normal rainfall, it may be necessary to "soak" the trees. During extended periods of little or no rainfall, high temperatures or a drought, trees should be given a higher priority (i.e., anytime weekly rainfall levels drop below average; Winter (Dec-Feb) 4.25 inches, Spring (Mar-May) 3.95 inches, Summer (June-Aug) 4.37 inches and Fall (Sept-Nov) 3.99 inches). CONTRACTOR shall check all trees and plants weekly for dryness by removing the straw/mulch from their base and "sampling the soil" approximately 12-15" deep. If no moisture is present, "the tree is dry" and needs water. CONTRACTOR shall then water each tree until the ground is saturated to the base of the tree root ball; usually 24-30" depth.

4.9.2 Watering Agent: When the soil has become hardened beyond normal absorption rates, apply watering agent according to manufacturer's recommendations.

4.9.3 Mulch: Maintain a layer of good heavy mulch that is 3" in depth around all trees and shrubs in order to preserve moisture as specified, (any straw-type mulch other than pine needle mulch is prohibited). At a minimum, mulch is to be installed two (2) times per year (January and July)

4.9.4 Fertilizing: All planted trees shall be deep-root feed. Feed by boring a 1 1/2" diameter hole to a depth of 12-15" and at the rate of 8-10 hole per tree. Use 2 lbs. of materials a year per inch of caliper of tree measured 6" off the ground. Backfill all holes and repair any damages resulting from fertilizing operations. (Note: Do not use fertilizer injection into trees).

- 4.9.5 Abnormal Conditions: Once every week, check all trees and shrubs for abnormal conditions such as insects, borers, web worms, red spiders, Japanese beetles, etc. Treat these abnormal conditions immediately. Utilize recognized horticultural procedures. Provide a written report to be submitted each month with the invoices.
- 4.9.6 Sucker Growth: Remove all sucker growth at least three (3) times a year. Sucker growth is defined as the shoots that sprout out around the base of a tree trunk.
- 4.9.7 Dead Wood: Remove and/or prune all dead branches and bushes. Treat all wounds and cuts with asphaltic tree wound paint; this removal and pruning shall be performed as necessary.
- 4.9.8 Insect Control: Apply insecticides as necessary to effectively control bores, aphids, mealybugs, mites, tent worms, etc. Follow manufacturer's recommendations.
- Note: Use Chemicals in strict accordance with the federal, state, and county directives on environmental control. Chemical shall have an EPA approval number.
- 4.9.9 Leaning Trees: Straighten any leaning trees by pulling them to an upright position and installing a new guy wire and/or stake. If the tree cannot be successfully straightened by pulling over, then CONTRACTOR shall dig around the rootball and straighten. When wrapping wire around the tree be sure to install a piece of rubber hose such that the wire shall not cut the tree.
- 4.9.10 Pruning: (Specimen plants, such as Tree Form Ligustrum, Tree Form Waxmyrtle). Prune and/or thin tree forms as directed by CIIY or designated representative a minimum of two (2) times a year (once before Spring and once during mid-Summer) to adequately maintain an attractive shape and fullness with respect to the intended character of the planting.
- 4.9.11 Tree Wrapping: Normally the tree wrapping is left intact for about a period of one (1) year. After this period, it may be removed. If insects and bores are a problem, all trees on the site that are subject to infestation shall have the wrapping removed, the tree sprayed with the appropriated pesticide, and the tree re-wrapped.
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4.9.12 Tree Saucers: Maintain tree saucers as directed by CITY or designated representative.

4.9.13 Removal of Guy Wires and Stakes: All newly planted trees shall remain guyed and staked for at least one (1) year, after which the staking/guying material may be removed. Remove from site all wire, hose, and stakes.

4.10 SHRUBS AND GROUNDCOVERS

- 4.10.1 Pruning: Prune and/or thin as directed by CITY or its CITY's Designated Representative a minimum of four (4) times per year to adequately maintain an attractive shape and fullness with respect to the intended character of the plants. Consider specific plant characteristics (e.g., setting of lower buds) to determine specific pruning times.
- 4.10.2 Mulching: All shrub, tree beds and groundcover areas are to be continuously maintained with a clean, freshly mulched appearance using the mulch originally specified and re-applying as necessary. These areas and all other shrubs' beds are to be kept free of weeds at all times.
- 4.10.3 Fertilizer: Fertilize all shrubs two (2) times a year with an EPA approved/recommended fertilizer around the base of the plant and work it into the soil by hand. (Use ½ cup per foot spread of shrub).
- 4.10.4 Insecticides: Apply insecticides as necessary in order to effectively control insects, grubs, mites, etc. Apply insecticides and pesticides as per manufacturer's instructions. Note: Use chemicals in strict accordance with federal, state, county, and local directives on environmental control. Chemicals shall have an EPA approval number.
- 4.10.5 Edging and Trimming: Edge and trim shrubs, groundcover areas and tree beds so that a clean and manicured appearance is exhibited at all times. Maintain trench edger as installed. Trim shrubs along all Roadways as needed to prevent outgrowth from becoming hazardous to the traffic flow.
- 4.10.6 Watering: During Summer months, if rain does not occur sufficiently to keep all shrubs moist, water thoroughly by soaking each plant. This is particularly important during the first year after planting. The plants normally survive on average rainfall; however, smaller plants with shallower root systems, such as the evergreen holly, shall thoroughly be watered once a week during unseasonably dry conditions.

Note: If a tree or shrub "withers", it most likely needs watering. All plants shall be thoroughly watered by "soaking" each plant until the entire root system is wetted.

4.10.7 Weeding: Use of Pre and Post Emergent to prevent weeds and/or undesirable grasses. Pre-Emergent is to be installed at a minimum of three (3) times per year throughout all shrub beds. All mulch areas or plant beds are to be continuously maintained free of weeds and noxious grasses.

4.10.8 Policing: Remove any debris such as paper, broken limbs, bottles, dead trees, dead shrubbery, dead flowers, cans, and debris of all type, etc., during routine maintenance of the site seven (7) days a week.

4.11 LAWN MAINTENANCE

4.11.1 Mowing:

4.11.1.1 All lawn areas shall be mowed to the height specified below. Use rotary type mowers designed for commercial use where possible. Use small mowers for difficult or tight areas where commercial mowers cannot maneuver. Mow entire extent of lawn areas in one (1) operation.

4.11.1.2 Mowing Height and Frequency: Mow lawn along all Airport areas maximum of 3" height. Perform mowing operations as necessary to keep lawn areas within specified height range. Policing and sweeping shall be required in all areas where CONTRACTOR is responsible for mowing grass and tending the ground cover. All clippings and debris shall be caught and **bagged** and removed from the Airport by the CONTRACTOR. CONTRACTOR shall mow lawn areas a minimum of once every two weeks.

- 4.11.2 Edging: Neatly edge and trim around all plant beds, curbs, walks, streets, trees, plants, and building areas. Use edgers or weed eaters with monofilament line for edging. Maintain shapes and configurations of plant beds as installed. Maintain clean, trenched edge between grass and mulch areas. Take care not to injure tree trunks or plants during edging operations.
- 4.11.3 Foreign Matter: Remove all extraneous leaves, weeds, trash, limbs and debris from lawn and plant beds as necessary to constantly maintain a completely clean appearance.
- 4.11.4 Aeration: Aerate entire lawn area with mechanical aerator in spring and early fall to minimize "choking a grass" and allow the grass to breathe and absorb water and fertilizer.
- 4.11.5 Soil Samples: Obtain soil samples from all areas of the Jobsite for analysis. Follow fertilizing and liming recommendations from testing laboratory.
- 4.11.6 Weed Control: Use of Pre and Post Emergent (chemical and mechanical means) to prevent weeds and/or undesirable grasses from encroaching upon lawns, mulched areas, all fence lines, and under guard rails. This also include any weeds that grows in the cracks of the pavement and curb joints, joints and cracks in the sidewalks and weeds that appear in the joints of foundation walls, retaining walls along the roadways and hardscaped areas around the roadway structures, walls, etc.
- 4.11.7 Re-Seeding: Re-seed lawn areas as necessary to maintain a thick, green, healthy, and attractive appearance at all times. Sparsely grassed areas

or damaged lawn areas shall be immediately re-scarified and re-seeded (conditions permitting) to re-establish a vigorous and lush appearance.

4.11.8 Watering: CONTRACTOR is responsible for carefully observing the water requirements of annual color beds; installed shrubs; grassed areas. Natural rainfall shall be supplemented by manual watering so that a healthy, vigorous look turf is maintained at all times. (The CITY will provide the water, but the CONTRACTOR is required to provide any equipment needed to spread or disburse the water.)

4.11.9 Chemical Applications: Maintain a valid, local pesticide applicator and operator's license and use chemicals in strict accordance with federal, state, county and local directives on environmental control. Chemicals shall have an EPA approval number. Apply insecticides and pesticides as necessary to effectively control all insects and pests in the lawn and shrub areas.

4.12 SPECIES RELATED TO PRUNING

4.12.1 Willow Oak: Allow the tree to form a canopy type head (for shade), maintain a clear trunk of approximately 8' height so as to allow good visibility.

4.12.2 Crape Myrtle: Allow this plant to form its natural shape. Remove all foliage and sucker growth from the stems to approximately 2/3' height of the plant to maintain a clear trunk of approximately 8' height. Allow the tree to achieve a maximum height of approximately 12'. Prune all stems of the tree each year before spring to ensure that the tree blooms profusely. Blooms occur on the new growth that is generated from pruning.

4.12.3 Bradford Pear: Allow this tree to form its natural shape. Remove all foliage and sucker growth that forms along the main trunk to a height of approximately 8'. The tree needs no pruning (except to remove dead wood, or growth on the main trunk); unless the tree is disorganized and needs pruning in order to achieve a balanced appearance.

4.12.4 Yoshino Cherry: Allow this tree to form its natural shape. Remove all foliage and sucker growth that forms along the main trunk to a height of approximately 8'. The tree needs no pruning (except to remove dead wood, or growth on the main trunk); unless the tree is disorganized and needs pruning in order to achieve a balanced appearance.

4.12.5 Virginia Pine: No pruning is necessary except to remove dead limbs that are visible from adjacent thoroughfares.

4.12.6 Photinia: Prune the face and backs of plants twice per year allowing the sides to grow together into a dense screen. Prune the top only to keep all plants at a uniform height.

4.12.7 Chinese Holly: Used as massed type plant. Do not prune into individual shrubs. Allow to form a dense mass of plants, the height to be determined by the CITY or its CITY's Designated Representative.

4.13 **MULCHED AREAS.** Maintain a layer of good heavy mulch that is 3" in depth around all trees and shrubs in order to preserve moisture as specified (any straw-type mulch other than pine needle mulch is prohibited). All areas of the property that have received mulch as a groundcover are to be continuously maintained with a new freshly mulched appearance. Mulch is to be installed throughout the site two (2) times per year (January and July). Re-mulch as needed with a minimum of once a month.

4.14 **CLEAN UP AND REMOVAL OF DEBRIS.** Contractor's responsibilities include two (2) times daily (morning and afternoon) removal of trash, fallen trees, limbs, branches and other debris from the landscape area. In the event that severe weather (tornadoes, windstorms, hail, lightning, flooding, etc.,) or other acts of God causes excessive buildup of debris, the contractor may request a meeting with the City to review if additional compensation justified for removal of such debris. But in either case the contractor shall remove all fallen trees or limbs and debris immediately from the landscape area, including all dead trees, growth, hedges, branches and limbs etc.

4.15 **SAFETY AND CHEMICAL USE.**

4.15.1 All materials and performance of Services shall meet all Federal Health and Safety laws currently in effect. All chemicals to be used in performance of this Agreement shall carry an EPA approval number.

4.15.2 CONTRACTOR shall provide and require the wearing of protective clothing, mask, eye protection, etc., during any operation as required or directed by applicable laws, regulations, ordinances, and/or directions of manufacturers of materials or equipment.

4.15.3 All equipment shall be properly maintained and is subject to inspection by CITY. CONTRACTOR shall remove from any Jobsite any equipment deemed inoperable or unsafe. All equipment shall meet American Standard Safety Specification and OSHA requirements. Also, any local, state and federal regulations that is required.

4.15.4 CONTRACTOR shall adequately protect workers, adjacent property and the public, and take all necessary precautions for the safety of its employees and any other persons at any Jobsite.

* All work shall be conducted in compliance with Terms and Conditions stated in Section 46.0 of the Environmental Protection Act 1990.

4.16 Submittal of Invoices.

CONTRACTOR will prepare and submit invoices on the first day of each month but no later than the fifteenth (15) day of the month, for such Work and Services completed during the preceding month after inspection and acceptance of the Work or Services by the City. Invoices will be based upon 1/12 of the Total Lump Sum amount attributable to the Work set forth in Exhibit A-2. Upon suspension of all or any portion of the Services or Work pursuant to Section 8 of the Agreement, CITY reserves the right to deduct from invoices accordingly for any/all work thereby suspended.

4.17 Annual Color.

4.17.1 All annual beds, planters, and pots are part of base contract for maintenance, servicing, policing, watering, etc., along with all other servicing and maintenance specification in the contract, to be healthy, vibrant, unique in its design, style, appearance, and theme is emphasized.

4.17.2 Annual Color Designs for the Spring/Fall bed must be submitted for the City's Designated Representative's approval as follows: Fall design must be submitted by October 1 and the spring design must be submitted by March 1 of each season.

4.17.3 Annual Color Bed Installation for the Spring annual beds will begin installation no earlier than April 15th and completed by May 1st. Fall annual beds will begin installation no earlier than October 15th and completed by November 1st. The installation process will be as follows:

- a. Removal of all previous seasons planting/pine bark/soil
- b. Spring/Fall soil amendments

- c. Installation of annual color
- d. Pine bark mini nuggets (or city's choice)
- e. Fall bulbs

4.17.4 Annual color bed maintenance will include on a daily basis:

- a. Watering as needed
 - b. Cleanup and debris removal
 - c. Removal and replacing dead plants
 - d. weeding and cultivating
 - e. dead-heading and pruning
-