

NOTICE TO CONTRACTORS

Sealed bids will be received by the City of Auburn, Alabama, until 10:00 a.m., local time, on **Thursday, September 17, 2026**, in the Office of the City Manager, 144 Tichenor Avenue, Auburn, Alabama, and then publicly opened and read for furnishing all labor, materials and equipment necessary for the completion of the following services:

LANDSCAPE MAINTENANCE AND UNIT PRICE INSTALLATIONS FOR ISLANDS, MEDIANS, ROUNDABOUTS, AND SELECTED STREETSCAPES

The City is requesting bid prices on landscape maintenance and unit price installations for islands, medians, roundabouts, and selected streetscapes. The islands, medians, roundabouts, and streetscapes will be determined by the City (see attached appendices), and the City reserves the right to remove locations, if necessary, to meet budget constraints.

The deadline for questions pertaining to this project is Thursday, September 10th, 2026.

BASE BID ITEMS:

Routine Landscape Maintenance (Table 1), which includes recurring services required to maintain all areas to specified standards and shall be paid on a lump sum basis. Work reasonably considered part of routine maintenance shall not be billed under unit price items. The Contractor shall not shift work between tables without written authorization from the City.

ADDITIVE ALTERNATE ITEMS:

Unit Price Installations (Table 2), which include non-routine work performed only upon written authorization by the City and paid based on contract unit prices. Bidders shall provide unit prices for the following services included in Table 2. These prices will be used only if the City elects to authorize this work during the contract term. No work under Table 2. shall be performed without prior written authorization by the City Project Manager. The City makes no guarantee of quantities for unit price items. The quantities for bid items listed on the proposal sheets are estimated quantities per contract term only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities up to **\$65,000.00** per contract term.

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BASE BID ITEMS TABLE 1. ROUTINE LANDSCAPE MAINTENANCE		
Estimated Size of Maintenance Areas (Refer to Appendix A for Exact Locations) Roundabouts = +/- 8 acres Selected Streetscapes +/- 7 acres Islands and Medians = +/- 3.5 acres		
ITEM	DESCRIPTION	UNIT
01	Growing Season Maintenance (April 1 – Sept 30): Furnish all labor, equipment, and materials to perform <u>weekly</u> mowing, edging, weed eating, and blowing of all landscaped islands, medians, roundabouts, and selected streetscapes identified in the attached figures. Turf shall be maintained in an attractive, professional appearance and a uniform height of 2.5"–4". All clippings shall be removed and/or mulched, and no clippings shall be left on paved surfaces or within landscape beds. Bed edges shall be clean, vertical, and clearly defined.	Lump Sum
02	Dormant Season Maintenance (Oct 1 – March 31): Furnish all labor, equipment, and materials to perform mowing, edging, weed eating, and blowing of all landscaped islands, medians, roundabouts and selected streetscapes identified in the attached figures as necessary to maintain an attractive, professional appearance; but <u>not less than once per month</u> . Turf shall be maintained in an attractive, professional appearance and at a uniform height of no greater than 4". All clippings shall be removed and/or mulched, and no clippings shall be left on paved surfaces or within landscape beds. Bed edges shall be clean, vertical, and clearly defined.	Lump Sum
03	Pre-emergent Weed Control: Furnish and apply pre-emergent herbicides to all landscape beds, cracks, joints, and curbing as needed to maintain weed-free conditions, but <u>not less than twice per year</u> . Applications shall follow label requirements and be performed by licensed applicators if using Restricted Use Pesticides.	Lump Sum
04	Fertilization: Furnish and apply fertilizer to turf and shrubs <u>at least once annually</u> , in accordance with soil/plant needs and manufacturer label. Avoid over-application and runoff into roadways or storm systems.	Lump Sum
05	Post-emergent Weed Control: Furnish and apply post-emergent herbicides <u>as needed</u> to maintain weed-free conditions (≤10% coverage). Includes cracks, curbing, and beds. All applications must comply with label, drift control standards, and applicable state regulations. Applications shall follow label requirements and be performed by licensed applicators if using Restricted Use Pesticides.	Lump Sum
06	Mulch/Pine Straw Maintenance: Furnish and install mulch and/or pine straw <u>twice annually</u> , with one application occurring in April and another in August. Mulch shall match the existing material type and color at each location unless otherwise directed by the City. Acceptable	Lump Sum

	materials include pine straw, hardwood mulch, or pine bark, consistent with existing conditions. Mulch shall be installed and maintained at a uniform depth of 4 inches, free of weeds, debris, and contaminants.	
07	Traffic Control: Furnish, install, and maintain traffic control as required to safely perform work. All traffic control shall comply with MUTCD and applicable ALDOT standards.	Lump Sum
08	Litter and Debris Removal: Furnish all labor and equipment to remove litter, debris, and obstructions from all maintained areas prior to or during each service visit.	Lump Sum
09	Shrub and Plant Maintenance: Furnish all labor and equipment to prune, shape, and maintain shrubs and ornamental plantings as necessary to promote health, appearance, and safe sightlines. Remove dead or damaged material and maintain clearance from roadways and signage.	Lump Sum
10	Bed Edge Maintenance: Furnish all labor and equipment to define and maintain landscape bed edges, prevent turf encroachment, and maintain a clean, uniform appearance. <u>Perform twice annually and as needed.</u>	Lump Sum
11	Minor Repairs and Erosion Control: Furnish all labor, equipment, and materials to correct minor washouts, mulch displacement, and soil erosion within beds and islands as-needed to maintain grade and appearance.	Lump Sum

ADDITIVE ALTERNATE ITEMS TABLE 2. UNIT PRICE INSTALLATIONS			
The City will furnish plant material at 4277 Wire Rd. Ste. 300, Auburn, AL 36832, or an otherwise agreed-upon location. Pine straw and/or mulch will not be furnished by the City. Contractor shall be responsible for pickup, transportation, handling, and proper installation of all plant material.			
ITEM	DESCRIPTION	UNIT	QTY (estimated)
12	Shrub Installation, 1 Gallon (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install shrubs provided by the City. Work shall include excavation, soil preparation, backfill, mulch placement, watering, cleanup, and all items necessary for complete installation. Contractor shall respond within three (3) business days of notification and complete installation within ten (10) business days of authorization and plant availability.	Each	400
13	Shrub Installation, 3-5 Gallon (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install shrubs provided by the City. Work shall include excavation, soil preparation, backfill, mulch placement, watering, cleanup, and	Each	600

	all items necessary for complete installation. Contractor shall respond within three (3) business days of notification and complete installation within ten (10) business days of authorization and plant availability.		
14	Shrub Installation, 7 Gallon or Larger (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install shrubs provided by the City. Work shall include excavation, soil preparation, backfill, mulch placement, watering, cleanup, and all items necessary for complete installation. Contractor shall respond within three (3) business days of notification and complete installation within ten (10) business days of authorization and plant availability.	Each	200
15	Tree Installation, Balled and Burlapped (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install trees provided by the City at the proper planting depth with root flare exposed, including excavation, soil preparation, backfill, staking (if required), mulch placement, watering, and cleanup. Contractor shall respond within three (3) business days and complete installation within ten (10) business days of authorization and plant availability.	Each	30
16	Tree Installation, Containerized (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install trees provided by the City at the proper planting depth with root flare exposed, including excavation, soil preparation, backfill, staking (if required), mulch placement, watering, and cleanup. Contractor shall respond within three (3) business days and complete installation within ten (10) business days of authorization and plant availability.	Each	30
17	Groundcover/Perennial Installation (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install groundcover or herbaceous plant material provided by the City, including soil preparation, planting, mulch placement, watering, and cleanup. This item specifically excludes shrubs and trees. Contractor shall respond within three (3) business days and complete installation within ten (10) business days.	Each	1000
18	Plant Removal and Disposal: Furnish all labor, equipment, and incidentals to remove and dispose of dead, damaged, or unwanted plant material, including roots where necessary, and restore the area to a clean and stable condition suitable for replanting. This item includes trees, shrubs, and groundcover/perennials. Unwanted weeds/grasses are specifically excluded from this item and are subject to routine	Each	100

	maintenance items found in Table 1. Contractor shall respond within five (5) business days of notification.		
19	Furnish and Install Pine Straw Mulch , including procurement, delivery, installation, cleanup, and all labor, equipment, and incidentals required for complete installation. Pine straw shall be clean, longleaf pine straw, free of weeds, debris, and foreign material. Install to a uniform depth sufficient to provide complete coverage. Pine straw shall be installed with all exposed edges rolled and dressed to provide a crisp, well-defined appearance. Bed edges shall be maintained in a neat, professional, and aesthetically pleasing condition with no loose, scattered, or uneven pine straw visible on adjacent pavement, curb, or turf areas. Contractor shall respond within three (3) business days and complete installation within ten (10) business days.	Square Yard (SY)	2500
20	Furnish and Install Pine Bark Mulch , including procurement, delivery, installation, cleanup, and all labor, equipment, and incidentals required for complete installation. Mulch shall be clean, free of weeds, soil, trash, and foreign materials, and shall consist of shredded pine bark suitable for landscape applications. Installation shall include site preparation, removal of minor debris, placement of mulch to a uniform depth, shaping, dressing, and final cleanup. Bed edges shall be maintained in a neat, professional, and aesthetically pleasing condition with no loose, scattered, or uneven mulch visible on adjacent pavement, curb, or turf areas. Contractor shall respond within three (3) business days and complete installation within ten (10) business days.	Cubic Yard (CY)	200

Guarantee will be required with each bid in the amount of at least five percent (not to exceed \$10,000) of the amount bid in the form of a certified or cashier's check or bid bond payable to the City of Auburn, Alabama.

All bidders are required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9) as amended May 16, 2012 regarding employment practices.

The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work within the City of Auburn.

Your attention in particular is invited to the section entitled "Instructions to Bidders", which is to be followed in all respects. The City reserves the right to select the lowest responsible bidder as

the best interest of the City may require, to award the purchase contract from any of the bids, to reject any and all bids, and to waive any informalities in bids received. Bids will be good for thirty (30) days after being opened by the City of Auburn, Alabama.

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PROJECT MANUAL

Landscape Maintenance and Unit Price Installations for Islands, Medians, Roundabouts, and Selected Streetscapes

Project Manager: Dusty Kimbrow • 334-501-3000

**City of Auburn
Public Works Department
4277 Wire Road, Suite 300
Auburn, Alabama 36832**

**LANDSCAPE MAINTENANCE AND UNIT PRICE INSTALLATIONS FOR ISLANDS, MEDIANS,
ROUNDBOUTS, AND SELECTED STREETSCAPES**

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August 27, 2026

INVITATION TO BID

1. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

Please note, the City of Auburn is updating its online bid notification system to better communicate with those interested in bidding on City Projects. To receive notifications, bidders need to register in the City's [Vendor Self Service \(VSS\) System](#).

Those already registered in VSS will need to add their NIGP commodity codes. Previously entered codes were removed from all vendor records in VSS during the system update. Please note, NIGP commodity codes are required for vendors to receive bid notifications.

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	professional, and aesthetically pleasing condition with no loose, scattered, or uneven mulch visible on adjacent pavement, curb, or turf areas. Contractor shall respond within three (3) business days and complete installation within ten (10) business days.		
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Guarantee will be required with each bid in the amount of at least five percent (not to exceed \$10,000) of the amount bid in the form of a certified or cashier's check or bid bond payable to the City of Auburn, Alabama.

All bidders are required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9) as amended May 16, 2012 regarding employment practices.

The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work within the City of Auburn.

Your attention in particular is invited to the section entitled "Instructions to Bidders", which is to be followed in all respects. The City reserves the right to select the lowest responsible bidder as the best interest of the City may require, to award the purchase contract from any of the bids, to reject any and all bids, and to waive any informalities in bids received. Bids will be good for thirty (30) days after being opened by the City of Auburn, Alabama.

Specifications and contract documents are available for viewing, free of charge, at www.auburnalabama.org/bids. Specifications may be obtained by prime contractor bidders electronically at no charge via email by request. Please email dkimbrow@auburnal.gov for information on obtaining these specifications. Please contact Dusty Kimbrow, Project Manager, 334-501-3000 for additional project information. **The deadline for questions pertaining to this project is Thursday, September 10th, 2026.**

Bids must be submitted upon the attached forms furnished by the City of Auburn, Alabama. No bids may be withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids. A sealed envelope containing the original proposal and one (1) copy must be delivered or mailed to:

Purchasing Officer, City of Auburn
144 Tichenor Avenue, Suite 5
Auburn, AL 36830

The envelope must be plainly marked on the outside as follows:

BID: Landscape Maintenance and Unit Price Installations
for Islands, Medians, Roundabouts, and Selected
Streetscapes

OPENING: 10:00 a.m. local time
DATE: Thursday, September 17, 2026
STATE LICENSE NO:

2. CONTRACT AWARD

The City reserves the right to select the lowest responsible bidder as the best interest of the City may require, to award the purchase contract from any of the bids, to reject any or all bids, and to waive any informalities in bids received. Bids will be good for thirty (30) days after being opened by the City of Auburn, Alabama.

Award of the contract, if to be awarded, will be made within thirty (30) calendar days after opening of bids to the lowest responsible bidder whose proposal complies with the requirements of the invitation to bid. Should no award be made within the thirty (30) days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by letter, mailed to the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

3. E-VERIFY AND NO-BOYCOTT CLAUSE

All bidders are required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, No. 2011-535 Code of Alabama (1975) § 31-13-9 as amended May 16, 2012, regarding employment practices. For all bidders that employ persons in the State of Alabama, documentation of enrollment in E-Verify should be included with the bid and will be required as a condition for the award of any contract. All bidders are advised that the award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. The awarded contract will contain a provision whereby the bidder pledges not to violate federal immigration law.

Legislative Act 2016-312 (the "Act") prohibits the City from entering into contracts with any business entity that is actively engaged in or plans to engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade; unless such business entity provides the goods or services for at least 20 percent (20%) less than the lowest business entity in compliance with the Act. All bidders understand and agree that in the awarded contract, the lowest responsive bidder must either certify that it is in compliance with the Act and agree that it will not violate the act during the term of the contract; or agree to offer the goods or services for at least 20 percent (20%) less than the lowest business entity certifying compliance with the Act.

4. LICENSING REQUIREMENTS

The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Auburn. In addition to the business

license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes. In accordance with Section 39-3-5 of State Code, any non-Alabama bidders must submit a written opinion from an attorney stating the amount and criteria, if any, of local preference granted by law to non-resident businesses in his state of residence. Questions regarding business license and applicable taxes may be directed to the Revenue Office at 334.501.7239.

5. EQUAL OPPORTUNITY

The City of Auburn believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure that small business, minority businesses and women-owned businesses are given many opportunities to provide the above-mentioned services when economically feasible. In the case of construction projects, the City of Auburn shall rely on individuals or firms seeking to do business with the City of Auburn to ensure that such above-mentioned businesses are given ample opportunity to participate on a sub-contractual basis.

6. US SOURCING

The contractor agrees in all events to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories if the same are available at reasonable prices. If the contractor determines that said items are not available at a reasonable price, the contractor must first contact the City of Auburn and obtain approval for the use of other materials, supplies and products. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

7. PAYMENT AND INVOICING

The City of Auburn will process only one invoice per month for partial payment to the contractor. If you have any questions concerning billing, contact our accounts payable office at 334.501.7237 or 334.501.7238.

8. INSURANCE REQUIREMENTS

The successful bidder will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit.

Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability and explosion, collapse and underground hazards (X,C & U). If the general liability insurance coverage is on a claims-made basis, the successful bidder will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement at the limits specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and 500,000.00 disease - policy limit. The successful bidder will be responsible for the payment of any deductibles or self-insured retentions. The successful bidder's insurance will be primary. If the successful bidder carries higher insurance limits than those specified, the higher insurance limits will apply.

The certificate of insurance shall provide the City of Auburn, Alabama (City) with thirty (30) days written notice of cancellation of any of the coverages named in said certificate and provide the City with waivers of subrogation for the coverages listed on the certificate.

The City will be named as additional insured under the Contractor's general liability insurance and automobile liability insurance policies. The Contractor shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon request.

At the City's discretion, the Contractor may be required to have in force builder's risk coverage and/or higher liability limits than that mentioned above and/or broader coverage than normally carried by the Contractor.

Questions concerning insurance coverage may be directed to the Risk Manager, McCarthy Autry at 334.501.7247.

9. INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney's fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, its employees, or its subcontractors in connection with the work to be performed under this contract. This obligation survives the payment of any losses by the Contractor's insurance carrier.

10. LEGAL ACTION

Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama - Eastern Division located in Opelika, Alabama. The contract will be interpreted according to the laws of the State of Alabama.

11. ASSIGNMENT OF CONTRACT

The contract may not be assigned by the Contractor without written permission of the City of Auburn.

CITY OF AUBURN, ALABAMA

Skylar Burgin
Purchasing Officer

FOR SPECIFIC INFORMATION CONCERNING THIS SERVICE, PLEASE
CONTACT DUSTY KIMBROW AT 334-501-3000.

**THE DEADLINE FOR QUESTIONS PERTAINING TO THIS PROJECT IS THURSDAY,
SEPTEMBER 10TH, 2026.**

INSTRUCTIONS TO BIDDERS

1. Contract Documents. The "Advertisement for Bids", the "Instruction to Bidders", the "Bid", the "Agreement", the "General Conditions", the "Drawings", the "Specifications", the "Contract", the "Performance Bond", the "Labor and Material Payment Bond", the "Bid Bond", General Conditions and the "Special Conditions", make up the "Contract Documents". The Contractor must visit the location of the work and inform itself of all site conditions and make its own estimates of the facilities and difficulties attending the execution of the work.

2. Delivery of Bids. Envelopes containing Bids must be sealed, addressed as follows, and sent First Class Mail or delivered to the Office of the City Manager, Auburn City Hall, 144 Tichenor Avenue, Suite 5, Auburn, Alabama 36830. The City assumes no responsibility for the delivery of a Bid by mail or otherwise.

The following note must be clearly shown on the face of the envelope:

LANDSCAPE MAINTENANCE AND UNIT PRICE INSTALLATIONS FOR ISLANDS, MEDIANS, ROUNDBABOUTS, AND SELECTED STREETSCAPES

Bids will be opened on **Thursday, September 17, 2026, 10:00 a.m., local time.**

3. Omissions and Discrepancies. Should a bidder find ambiguities or discrepancies in, or omissions from, the Drawings or Contract Documents, or should he be in doubt as to their meaning, he must at once notify the Project Manager, who may send a written instruction to all bidders.

4. Acceptance or Rejection of Bids. The City reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any Bid which contains incomplete, obscure or irregular material or information may be rejected; any Bid which omits a Bid on any one or more items in the price sheet may be rejected; any Bid in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any Bid accompanied by an insufficient or irregular Bid bond, certified or cashier's check may be rejected.

5. Bid Bond. All Bids shall be accompanied by a Bid bond or a certified or cashier's check upon a national or state bank, drawn and made payable to the order of the City of Auburn, Alabama. The Bid bond or check must be enclosed in the same envelope with the Bid. The amount of the Bid bond or check will be at least five percent (5%) of the amount of Bid (**not to exceed \$10,000.00**). All such Bid bonds or checks will be returned to the respective bidders within ten **(10)** days after Bids are opened, except those which the City elects to hold until the successful bidder has executed the Contract. Thereafter all remaining Bid bonds and checks, including the Bid bond or check of the successful bidder, will be returned within ten **(10)** days.

6. Acceptance of Bids and Its Effect. All Bids shall be Irrevocable for a period

of thirty **(30)** days after Bid opening. Within thirty **(30)** days after the opening of the Bids, the City of Auburn will act upon them. The acceptance of a Bid will be a notice in writing signed by a duly authorized representative of the City of Auburn, and no other act of the City of Auburn shall constitute the acceptance of a Bid. The acceptance of a Bid shall bind the successful bidder to execute and perform the Contract. The rights and obligations provided for in the Contract shall become effective and binding upon the City of Auburn only upon its formal execution by the City of Auburn.

7. Time for Executing Contract and Damages for Failure to Execute. The bidder to whom the award is made shall enter into a written contract on the form included in this project manual, furnish a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama in the amount required in Item 13 and provide evidence of insurance as required by the bid documents within the period specified or, if no period is specified, within 15 days after the prescribed forms have been presented to him or her for signature. If extenuating circumstances prevail, the awarding authority may grant an extension in time not exceeding five days for the return of the contract, required bonds and required evidence of insurance. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Bid. The damages to the City for such breach shall include loss from interference with its maintenance program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid bond or certified or cashier's check accompanying the Bid of such bidder shall be retained by the City of Auburn, Alabama as liquidated damages for such breach. In the event any bidder whose Bid shall be accepted shall fail or refuse to execute the Contracts hereinbefore provided, the City Manager of the City of Auburn may, at his option, determine that such bidder has abandoned the Contract and thereupon the City shall be entitled to liquidated damages as above provided.

8. Determination of Low Bidder. Except where the City exercises the right reserved herein to reject any or all Bids, the Contract will be awarded by the City to the bidder who has submitted the lowest Bid determined by the sum of the following.

For a Lump Sum Bid:

Base Proposal;
Algebraic sum of alternatives elected by City after opening of Proposals;
Amount of unit price work based on quantities given in proposal form or estimated by City.

9. Time for Beginning and Completing the Work. The Contractor shall commence the landscape maintenance services within ten (10) consecutive calendar days after the date specified in the Notice to Proceed given to him by the City's project manager, and the Contractor shall complete the services described within the invitation to bid in through the contract term. The contractor should account for normal rain during the contract term. No exceptions will be granted for the required frequency of landscape maintenance services due to rainfall.

10. Prices. In case of discrepancy between the prices quoted in the Bid in words and those quoted in figures, the words shall control. The prices are to include the furnishing of all materials, plants, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

11. Interpretations and Addenda. No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents, or be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in writing, addressed, and forwarded to the City Manager of the City of Auburn, Alabama. All requests must be submitted at least 48 hours before the date and time of the bid opening. Requests for interpretations will not be accepted after that time.

12. Postponement of Date for Presenting and Opening Bid. The City reserves the right to postpone the date for presentation and openings of Bids and will give notice by registered mail of any such postponement to each prospective bidder. Bids shall be irrevocable for the period of any postponement of openings not to exceed thirty **(30)** days.

13. Bonds. Performance Bond will be required as follows: One hundred percent (100%) of the contract price. Labor and Material Bond will be required as follows: One hundred percent (100%) of the contract price.

14. Informalities. The City reserves the right to reject any and all Bids and to waive any informality in the Bids received.

15. Business Licenses. Successful bidder must have or must purchase all appropriate Auburn City Business Licenses and Permits before beginning work.

16. Fair Labor Standards Act (FLSA). The contractor must abide by the requirements of the Federal Labor Standards Provisions Act.

17. Suppliers and Subcontractors. The low bidder must supply the names and addresses of major material suppliers and subcontractors before the Notice Award.

18. Progress Schedule. Within ten **(10)** days of delivery of the executed agreement by the City to the Contractor, Contractor shall submit to the City for approval a progress schedule indicating the starting and completion date of the various services to be performed. In addition, Contractor will submit a plan indicating his requirements for traffic control and pedestrian safety facilities.

19. Federal Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this

provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

BID

TO: CITY OF AUBURN, ALABAMA

Submitted: _____, 2026.

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto; and has read all Special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the City of Auburn, Alabama, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to and to complete

LANDSCAPE MAINTENANCE AND UNIT PRICE INSTALLATIONS FOR ISLANDS, MEDIANS, ROUNDAABOUTS, AND SELECTED STREETSCAPES

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents, to the full and entire satisfaction of the City of Auburn, Alabama, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the unit prices listed opposite each item in the attached schedule of estimated quantities and bid prices.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the Bid sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the City Project Manager to proceed and fully complete performance of the base bid work within three hundred fifty-five (355) calendar days from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his part to execute the said contract and the bonds within ten **(10)** consecutive calendar days after written notice being given of the award of the contract, the check or Bid bond in the amount of 5%, (not to exceed \$10,000.00) and the monies payable thereon, shall be paid into the funds of the City of Auburn, Alabama as liquidated damages for such failure; otherwise, the check or bid bond accompanying this Bid shall be returned to the undersigned.

Attached hereto is a certified or cashier's check on the _____

or bid bond for the sum of _____ dollars (\$_____)
(5% of AMOUNT BID (not to exceed \$10,000.00))
made payable to the City of Auburn, Alabama.

Base Bid: _____
(in words)

TOTAL LUMP SUM BID PRICE: \$_____

EXCEPTIONS: If "none", so state here: _____
If any exceptions of Owner's specifications are offered, attach full explanations to this bid.

BY: _____

PRINTED NAME _____

TITLE _____

CONTRACTOR _____

ADDRESS: _____

CITY _____

STATE _____

CONTRACTOR'S LICENSE NUMBER

TELEPHONE NUMBER

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
as Principal, and _____
as Surety, are held and firmly bound to the City of Auburn, Alabama hereinafter called "Obligee"
or "City" in the penal sum of _____
_____ Dollars (\$_____) for
the payment of which we hereby jointly and severally bind ourselves, successors and assigns.
Signed this the _____ day of _____, 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to the
City a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in
writing, for the:

**LANDSCAPE MAINTENANCE AND UNIT PRICE INSTALLATIONS FOR ISLANDS, MEDIANS,
ROUNDBABOUTS, AND SELECTED STREETSCAPES**

THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the
Contract attached hereto (properly completed in accordance with said Bid) and
shall furnish a bond for his faithful performance of said Contract, and for the
payment of all persons performing labor or furnishing materials in connection
therewith, and shall appear in all other respects perform the agreement created
by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall in no way impaired or affected by an extension of the time within which the
City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL

PRINTED NAME OF CONTRACTOR

PRINTED NAME OF PRINCIPAL

BY:

ITS:

SEAL

SURETY

BY:

ITS:

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**LANDSCAPE MAINTENANCE AND UNIT PRICE INSTALLATIONS FOR ISLANDS, MEDIANS, ROUNDABOUTS,
AND SELECTED STREETSCAPES**

BASE BID

SCHEDULE OF ESTIMATED QUANTITIES AND BID PRICES

TABLE 1. ROUTINE LANDSCAPE MAINTENANCE			
Estimated Size of Maintenance Areas (Refer to Appendix A for Exact Locations) Roundabouts = +/- 8 acres Selected Streetscapes +/- 7 acres Islands and Medians = +/- 3.5 acres			
ITEM	DESCRIPTION	UNIT	BID PRICE
1	Growing Season Maintenance (April 1 – Sept 30): Furnish all labor, equipment, and materials to perform <u>weekly</u> mowing, edging, weed eating, and blowing of all landscaped islands, medians, roundabouts, and selected streetscapes identified in the attached figures. Turf shall be maintained in an attractive, professional appearance and a uniform height of 2.5"–4". All clippings shall be removed and/or mulched, and no clippings shall be left on paved surfaces or within landscape beds. Bed edges shall be clean, vertical, and clearly defined.	Lump Sum	
2	Dormant Season Maintenance (Oct 1 – March 31): Furnish all labor, equipment, and materials to perform mowing, edging, weed eating, and blowing of all landscaped islands, medians, roundabouts and selected streetscapes identified in the attached figures as necessary to maintain an attractive, professional appearance; but <u>not less than once per month</u> . Turf shall be maintained in an attractive, professional appearance and at a uniform height of no greater than 4". All clippings shall be removed and/or mulched, and no clippings shall be left on paved surfaces or within landscape beds. Bed edges shall be clean, vertical, and clearly defined.	Lump Sum	
3	Pre-emergent Weed Control: Furnish and apply pre-emergent herbicides to all landscape beds, cracks, joints, and curbing as needed to maintain weed-free conditions, but <u>not less than twice per year</u> . Applications shall follow label requirements and be performed by licensed applicators if using Restricted Use Pesticides.	Lump Sum	
4	Fertilization: Furnish and apply fertilizer to turf and shrubs <u>at least once annually</u> , in accordance with soil/plant needs and manufacturer label. Avoid over-application and runoff into roadways or storm systems.	Lump Sum	
5	Post-emergent Weed Control: Furnish and apply post-emergent herbicides <u>as needed</u> to maintain weed-free conditions (≤10% coverage). Includes cracks, curbing, and beds. All applications must comply with label, drift control standards, and applicable state regulations. Applications shall follow label requirements and be performed by licensed applicators if using Restricted Use Pesticides.	Lump Sum	

ITEM	DESCRIPTION	UNIT	BID PRICE
6	Mulch/Pine Straw Maintenance: Furnish and install mulch and/or pine straw <u>twice annually</u> , with one application occurring in April and another in August. Mulch shall match the existing material type and color at each location unless otherwise directed by the City. Acceptable materials include pine straw, hardwood mulch, or pine bark, consistent with existing conditions. Mulch shall be installed and maintained at a uniform depth of 4 inches, free of weeds, debris, and contaminants.	Lump Sum	
7	Traffic Control: Furnish, install, and maintain traffic control as required to safely perform work. All traffic control shall comply with MUTCD and applicable ALDOT standards.	Lump Sum	
8	Litter and Debris Removal: Furnish all labor and equipment to remove litter, debris, and obstructions from all maintained areas prior to or during each service visit.	Lump Sum	
9	Shrub and Plant Maintenance: Furnish all labor and equipment to prune, shape, and maintain shrubs and ornamental plantings as necessary to promote health, appearance, and safe sightlines. Remove dead or damaged material and maintain clearance from roadways and signage.	Lump Sum	
10	Bed Edge Maintenance: Furnish all labor and equipment to define and maintain landscape bed edges, prevent turf encroachment, and maintain a clean, uniform appearance. <u>Perform twice annually and as needed.</u>	Lump Sum	
11	Minor Repairs and Erosion Control: Furnish all labor, equipment, and materials to correct minor washouts, mulch displacement, and soil erosion within beds and islands as-needed to maintain grade and appearance.	Lump Sum	

TOTAL BASE BID _____

TOTAL BASE BID FOR LANDSCAPE MAINTENANCE AND UNIT PRICE INSTALLATIONS FOR ISLANDS, MEDIANS, ROUNDABOUTS, AND SELECTED STREETSCAPES:

(IN WORDS)

ADDITIVE ALTERNATES
SCHEDULE OF ESTIMATED QUANTITIES AND BID PRICES

TABLE 2. UNIT PRICE INSTALLATIONS

The City will furnish **plant material** at 4277 Wire Rd. Ste. 300, Auburn, AL 36832, or an otherwise agreed-upon location. Pine straw and/or mulch will not be furnished by the City. Contractor shall be responsible for pickup, transportation, handling, and proper installation of all plant material.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY (est.)	BID PRICE (UNIT PRICE x QTY)
12	Shrub Installation, 1 Gallon (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install shrubs provided by the City. Work shall include excavation, soil preparation, backfill, mulch placement, watering in, cleanup, and all items necessary for complete installation. Contractor shall respond within three (3) business days of notification and complete installation within ten (10) business days of authorization and plant availability.	Each		400	
13	Shrub Installation, 3-5 Gallon (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install shrubs provided by the City. Work shall include excavation, soil preparation, backfill, mulch placement, watering in, cleanup, and all items necessary for complete installation. Contractor shall respond within three (3) business days of notification and complete installation within ten (10) business days of authorization and plant availability.	Each		600	
14	Shrub Installation, 7 Gallon or Larger (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install shrubs provided by the City. Work shall include excavation, soil preparation, backfill, mulch placement, watering in, cleanup, and all items necessary for complete installation. Contractor shall respond within three (3) business days of notification and complete installation within ten (10) business days of authorization and plant availability.	Each		200	
15	Tree Installation, Balled and Burlapped (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install trees provided by the City at the proper planting depth with root flare exposed, including excavation, soil preparation, backfill, staking (if required), mulch placement, watering in, and cleanup. Contractor shall respond within three (3) business days and complete installation within ten (10) business days of authorization and plant availability.	Each		30	
16	Tree Installation, Containerized (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install trees provided by the City at the proper planting depth with root flare exposed, including excavation, soil preparation, backfill, staking (if required), mulch placement, watering in, and cleanup. Contractor shall respond within three (3) business days and complete installation within ten (10) business days of authorization and plant availability.	Each		30	

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY (est.)	BID PRICE (UNIT PRICE x QTY)
17	Groundcover/Perennial Installation (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install groundcover or herbaceous plant material provided by the City, including soil preparation, planting, mulch placement, watering in, and cleanup. This item specifically excludes shrubs and trees. Contractor shall respond within three (3) business days and complete installation within ten (10) business days.	Each		1000	
18	Plant Removal and Disposal: Furnish all labor, equipment, and incidentals to remove and dispose of dead, damaged, or unwanted plant material, including roots where necessary, and restore the area to a clean and stable condition suitable for replanting. This item includes trees, shrubs, and groundcover/perennials. Unwanted weeds/grasses are specifically excluded from this item and are subject to routine maintenance items found in Table 1. Contractor shall respond within five (5) business days of notification.	Each		100	
19	Furnish and Install Pine Straw Mulch, including procurement, delivery, installation, cleanup, and all labor, equipment, and incidentals required for complete installation. Pine straw shall be clean, longleaf pine straw, free of weeds, debris, and foreign material. Install to a uniform depth sufficient to provide complete coverage. Pine straw shall be installed with all exposed edges rolled and dressed to provide a crisp, well-defined appearance. Bed edges shall be maintained in a neat, professional, and aesthetically pleasing condition with no loose, scattered, or uneven pine straw visible on adjacent pavement, curb, or turf areas. Contractor shall respond within three (3) business days and complete installation within ten (10) business days.	Square Yard (SY)		2500	
20	Furnish and Install Pine Bark Mulch, including procurement, delivery, installation, cleanup, and all labor, equipment, and incidentals required for complete installation. Mulch shall be clean, free of weeds, soil, trash, and foreign materials, and shall consist of shredded pine bark suitable for landscape applications. Installation shall include site preparation, removal of minor debris, placement of mulch to a uniform depth, shaping, dressing, and final cleanup. Bed edges shall be maintained in a neat, professional, and aesthetically pleasing condition with no loose, scattered, or uneven mulch visible on adjacent pavement, curb, or turf areas. Contractor shall respond within three (3) business days and complete installation within ten (10) business days.	Cubic Yard (CY)		200	

TOTAL ADDITIVE ALTERNATES BID _____

TOTAL ADDITIVE ALTERNATES BID FOR LANDSCAPE MAINTENANCE AND UNIT PRICE INSTALLATIONS FOR ISLANDS, MEDIANS, ROUNDABOUTS, AND SELECTED STREETSCAPES:

(IN WORDS)

CONTRACTOR NAME: _____

COMPANY NAME: _____

ADDRESS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

CONTRACT

THIS AGREEMENT made and entered into by and between _____,
hereinafter called the CONTRACTOR and the City of Auburn, Alabama,

WITNESSETH:

That the CONTRACTOR for the consideration fully set out hereby agrees with the CITY as follows:

That the CONTRACTOR shall furnish all labor, materials and/or equipment and perform all of the work in the manner and form as provided by the following: Advertisement for Bids, Instructions to Bidders, the Bid, General Conditions, Special Conditions, Specifications, Performance Bond, Drawings, Labor and Material Payment Bond, Schedule of Estimated Quantities and Bid Prices, and Addenda, which are attached hereto and made a part hereof, as if fully contained herein:

LANDSCAPE MAINTENANCE AND UNIT PRICE INSTALLATIONS FOR ISLANDS, MEDIANS, ROUNDBABOUTS, AND SELECTED STREETSCAPES

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

Any subcontractor who works on this project or service must be enrolled in E-Verify. By signing this contract, you are acknowledging your understanding of the requirement and have a system for assuring compliance.

By signing this agreement, the CONTRACTOR hereby attests that it is currently in compliance with Alabama Legislative Act 2016-312 (the "Act"). The CONTRACTOR hereby agrees to maintain compliance with the Act during the term of this Agreement. The CONTRACTOR understands and agrees that should it violate the Act during the term of this agreement, such violation will be an Event of Default, giving the City the right to immediately terminate this Agreement and to seek damages, including, but not limited to, consequential, special, indirect damages and liquidated damages.

ARTICLE 1 - ENGAGEMENT AND SCOPE

1.1 The City hereby engages the CONTRACTOR to provide landscape maintenance services in accordance with the Contract Documents (defined in Section 4.1 hereof), including the CONTRACTOR's "Bid", which is attached hereto and made a part hereof, with respect to landscape maintenance services for the project named above, and the tasks described in Section 1.2 hereof (the "Work"), and the CONTRACTOR hereby accepts such engagement, upon the terms

and conditions hereinafter set forth.

1.2 The CONTRACTOR shall provide, furnish and perform all necessary labor and services and provide and furnish all necessary supplies, materials and equipment required to complete the work in accordance with the Contract Documents. The work to be done shall include the following:

AS OUTLINED IN ATTACHED EXHIBITS AND BID

1.3 If the CONTRACTOR is of the opinion that any services requested hereunder are beyond the scope of the Work as provided in the Contract Documents, the CONTRACTOR shall promptly notify the City in writing of such opinion and the reasons for the same, with specific references to the Contract Documents.

1.4 No additional services beyond the scope of the Work as provided in the Contract Documents shall be performed by the CONTRACTOR unless the City shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the City and the CONTRACTOR. In the event of noncompliance with the foregoing, the CONTRACTOR shall neither have nor make any claim for additional compensation by reason of a claim for additional services.

1.5 The term "**Change Order**" as used herein is a written order to the CONTRACTOR, issued and signed by the City after execution of this Agreement, authorizing a change in the Work. Unless the CONTRACTOR requests a modification in such Change Order, the CONTRACTOR shall sign the Change Order and return a copy thereof to the City within ten (10) business days after it has received the same. The CONTRACTOR shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of CONTRACTOR to respond to a Change Order within such ten (10) day period shall be deemed to signify CONTRACTOR's acceptance of such Change Order as if CONTRACTOR had signed the same without modification. If CONTRACTOR requests a modification of a Change Order, the City shall have ten (10) business days from receipt of such request to accept such modification in writing. If City has not responded within ten (10) business days, such request is deemed to be rejected.

ARTICLE 2 - TERM AND FORCE MAJEURE

2.1 Subject only to Change Order(s) or the provisions for termination set forth in Article 9 below, the CONTRACTOR shall commence the work on **October 15, 2026** and shall perform the services described in the attached Bid through **September 30, 2027**, unless extended by the project manager. **At its discretion, the City may elect to renew this agreement annually, for up to two (2) additional one (1) year terms.**

2.2 If the CONTRACTOR is delayed at any time in the progress of the work by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other

causes beyond the CONTRACTOR's control and without the fault or negligence of CONTRACTOR, the CONTRACTOR shall prepare and submit to the City within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The CONTRACTOR shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The City may determine, in its sole discretion, after the receipt of such notice of delay from the CONTRACTOR, whether to terminate this Agreement in accordance with Article 9 hereof or extend the Term by Change Order for such time as the City may determine.

ARTICLE 3 - COMPENSATION AND METHOD OF PAYMENT

3.1 The City shall pay the CONTRACTOR a fee for completion of the Base Bid Items work, and any authorized Additive Alternate Items, as determined in accordance with the Bid. The fee payable to the CONTRACTOR hereunder shall not exceed the "Contract Price" of _____ for Base Bid Items and shall not exceed **Sixty-Five Thousand and No/100 Dollars (\$65,000.00)** for Additive Alternate Items, unless the CONTRACTOR has requested, and the City has authorized in writing, an increased amount.

Should the CONTRACTOR anticipate exceeding the Contract Price, the CONTRACTOR shall notify the City in writing and request a Change Order stating in detail the reasons why the Contract Price will be exceeded and the CONTRACTOR's best estimate of the number of hours and additional expenses the CONTRACTOR will require to complete the work. If a request to increase the Contract Price is made but not accepted, the CONTRACTOR shall still be obligated to continue providing services until the work is completed. If the City and the CONTRACTOR agree upon a modification to the Contract Price, a Change Order shall be issued with respect thereto.

3.2 The CONTRACTOR shall submit an invoice to the City for the work performed upon completion of the project task. Each such invoice shall also contain the CONTRACTOR's certification that the task or portion of the work described in the invoice has been completed in accordance with the Contract Documents, that the amount of all items due has been paid, and that the amount of such invoice is due to the CONTRACTOR.

3.3 If, however, the City objects to all or any portion of any invoice, the City shall so notify the CONTRACTOR of the same, stating the reasons for the objection. The City shall be entitled to withhold payment of any amounts in dispute. The parties shall immediately make every effort to settle any disputed portion of the invoice.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 The Contract Documents consist of this Agreement, CONTRACTOR's Bid, and attached Exhibit(s), all Amendments and all accepted Change Orders. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work.

The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

ARTICLE 5 - CITY RESPONSIBILITIES

5.1 The City shall direct its officers, agents, other CONTRACTORS and employees to render all reasonable assistance and provide available data to the CONTRACTOR in connection with its performance of the Work under this Agreement. The City agrees to furnish to the CONTRACTOR copies of any previous reports, data and drawings which may be available and are pertinent to the Work. All such data provided shall remain the property of the City and shall be returned to the City promptly.

5.2 The City shall respond to all submitted request for information within two (2) business days.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

6.1 The CONTRACTOR represents and warrants to the City that it has the authority to enter into this Agreement and to perform the Work, and that it is licensed to do business within the City of Auburn and authorized to conduct business in the State of Alabama. The CONTRACTOR further represents and warrants that all Work performed by it hereunder (a) will be in conformance with the terms of the Contract Documents; (b) will be performed in a skillful and workmanlike manner; (c) will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence exercised by professionals performing the same or similar services.

CONTRACTOR is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

CONTRACTOR's responsibilities under this section shall not be delegated. CONTRACTOR shall be responsible to City for acts, errors, or omissions of the CONTRACTOR's.

CONTRACTOR is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the CONTRACTOR is entitled to payment for such work, and not be construed as a waiver of any

breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the CONTRACTOR of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of CONTRACTOR.

6.2 The CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ for the work (a) any person, CONTRACTOR or corporation not skilled and licensed, if required, in the task assigned to him, or (b) anyone who might endanger himself, others or the project. The CONTRACTOR shall be responsible to the City for the acts and omissions of its employees, agents, and other persons performing any of the Work for the CONTRACTOR. The City reserves the absolute right to require the immediate removal of any such unskilled, untrained or unfit person, CONTRACTOR or corporation from participation in the Work.

ARTICLE 7 - PROTECTION OF PERSONS AND PROPERTY

7.1 The CONTRACTOR agrees to advise fully all of its employees and others working for the CONTRACTOR concerning environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the City; and to take the steps necessary to assure that such procedures are complied with.

ARTICLE 8 - INSURANCE AND HOLD HARMLESS AGREEMENT

8.1 The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability and the application of herbicides and pesticides. If the general liability insurance is on a claims made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following completion of the work specified in the Agreement at the limits of coverage specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation insurance and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease – each employee and \$500,000.00 disease policy limit. If the Contractor is not required to provide workers compensation insurance the Contractor further acknowledges that Contractor is responsible for any similar type of benefits. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions. The CONTRACTOR's insurance is primary and non-contributory. If the CONTRACTOR carries higher coverage limits than those specified above, the higher coverage limits will apply.

The certificate of insurance shall provide the City of Auburn, Alabama (City) with thirty (30) days

written notice of cancellation of any of the coverage named in said certificate except for nonpayment of premium for which ten (10) days written notice of cancellation will be provided. The certificate of insurance will evidence waivers of subrogation in favor of the City for the coverages listed.

The City will be named as an additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the CONTRACTOR. These certificates shall evidence waivers of subrogation in favor of the CONTRACTOR and the City, and shall be made available to the City upon request.

The CONTRACTOR agrees, to indemnify, defend and hold harmless the City, its officials, representatives, agents, servants, and employees (collectively, City) from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including reasonable attorneys' fees and litigation expenses, to the extent caused by the CONTRACTOR's negligent performance of the work under this Agreement and that of its sub-contractors or anyone for whom the CONTRACTOR is legally liable. This obligation will survive the payment of any losses by the CONTRACTOR's insurance company.

ARTICLE 9 – TERMINATION

9.1 If either party is of the opinion that the other party has breached the terms of Agreement, it may give the other party thirty (30) days written notice of such breach. The other party shall have thirty (30) days to cure such breach and if it fails to do so, and it has in fact breached the Agreement, then the party giving such notice may terminate this Agreement. Upon completion of the Work, as accepted by the City, or upon receipt of the aforesaid notice of termination, CONTRACTOR shall deliver to the City all of the following:

(a) Executed Release of Liens and Claims by stating that all bills have been paid and no claims exist against the City.

(b) Final itemized invoice for payment. The CONTRACTOR shall be paid for services performed that are not in dispute in accordance with the Contract Documents to the date of termination less any setoffs which the City may have.

ARTICLE 10 – MISCELLANEOUS

10.1 CONTRACTOR shall only take instructions from the person or persons who are authorized in writing by the City to give the same.

10.2 The Work shall be performed by CONTRACTOR in such a manner and at such times so as to not interfere or interrupt the City's operations.

10.3 This Agreement does not and shall not be construed to create any partnership or agency whatsoever.

10.4 This Agreement shall be subject to and governed by the laws of the State of Alabama. The Work and performance of same shall comply with all applicable City, county, state and federal codes, rules, regulations and orders.

10.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

10.6 This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.

10.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

10.8 Legal actions arising from this agreement will be filed in the Circuit Court of Lee County, Alabama, located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.

10.9 The CONTRACTOR may not assign this agreement without the written permission of the City.

10.10 During the performance of services under this Agreement, CONTRACTOR may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. CONTRACTOR agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of CONTRACTOR's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law. CONTRACTOR shall treat all records and work product prepared or maintained by CONTRACTOR in the performance of this Agreement as confidential.

A violation by CONTRACTOR of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

CONTRACTOR's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

IN WITNESS, THEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date first above written.

Made and entered into this _____ day of _____
2026.

WITNESS TO PRINCIPAL’S SIGNATURE

SIGNATURE OF PRINCIPAL

PRINCIPAL

NAME OF CONTRACTOR

CONTRACTOR’S BUSINESS

CITY, STATE

TELEPHONE

(SEAL)

THE CITY OF AUBURN, ALABAMA
A Municipal Corporation

ATTEST:

BY: _____

Lindsay Manley
Assistant City Clerk

BY: _____

Megan McGowen Crouch
ITS CITY MANAGER

SPECIAL CONDITIONS

LANDSCAPE MAINTENANCE AND UNIT PRICE INSTALLATIONS FOR ISLANDS, MEDIANS, ROUNDABOUTS, AND SELECTED STREETSCAPES

1. SERVICES DESCRIPTION:

This service consists of mowing, edging, weed eating, and blowing all landscaped islands and medians, roundabouts, and selected streetscapes within the City of Auburn, in addition to selecting and applying appropriate pesticides, fertilizers, and mulch to maintain the landscape installations in an attractive and healthy condition year-round in accordance with the Contract Documents. All work will be confined within the right-of-way and any associated easements. The contractor is advised to take special care not to cause any damage to properties or hindrance to residents, businesses, and institutions. No work will be allowed after dark or before 7:00 AM. Residents and vehicle traffic will have adequate ingress and egress at all times.

2. TIME OF COMPLETION:

The contractor shall commence work within 10 days after the written "Notice to Proceed" and shall complete the bid work in **12 consecutive months (October 2026 through September 2027)**. The contractor shall warrant labor, materials, and workmanship for a period of three years from date of substantial completion.

3. LIQUIDATED DAMAGES:

Liquidated damages as specified in the general conditions are hereby mutually fixed and agreed upon at the rate of five hundred dollars (\$500.00) per calendar day of delay past the contract completion date.

4. LICENSE FEE:

The Contractor will be required to obtain a license from the City of Auburn for performing the work prior to beginning the project. The license fee will be one-fourth of one percent (1/4 of 1%) of the contract amount.

5. WORK TO BE DONE:

The City reserves the right to delete any islands or medians, or segments thereof, from the scope or extent of work for the purpose of budgetary control or due to extraordinary and unforeseen circumstances. The City will use the lump sum prices and/or prorated lump sum prices, provided on the original bid for the project for determining the cost of deleting any work. In cases where multiple prices are given, the lump sum price will be averaged and used for the pay item.

Routine Landscape Maintenance (Table 1), which includes recurring services required to maintain all areas to specified standards and shall be paid on a lump sum basis. Work reasonably considered part of routine maintenance shall not be billed under unit price items. The Contractor shall not shift work between tables without written authorization from the City.

BASE BID ITEMS		
TABLE 1. ROUTINE LANDSCAPE MAINTENANCE		
Estimated Size of Maintenance Areas (Refer to Appendix A for Exact Locations) Roundabouts = +/- 8 acres Selected Streetscapes +/- 7 acres Islands and Medians = +/- 3.5 acres		
ITEM	DESCRIPTION	UNIT
01	Growing Season Maintenance (April 1 – Sept 30): Furnish all labor, equipment, and materials to perform <u>weekly</u> mowing, edging, weed eating, and blowing of all landscaped islands, medians, roundabouts, and selected streetscapes identified in the attached figures. Turf shall be maintained in an attractive, professional appearance and a uniform height of 2.5"–4". All clippings shall be removed and/or mulched, and no clippings shall be left on paved surfaces or within landscape beds. Bed edges shall be clean, vertical, and clearly defined.	Lump Sum
02	Dormant Season Maintenance (Oct 1 – March 31): Furnish all labor, equipment, and materials to perform mowing, edging, weed eating, and blowing of all landscaped islands, medians, roundabouts and selected streetscapes identified in the attached figures as necessary to maintain an attractive, professional appearance; but <u>not less than once per month</u> . Turf shall be maintained in an attractive, professional appearance and at a uniform height of no greater than 4". All clippings shall be removed and/or mulched, and no clippings shall be left on paved surfaces or within landscape beds. Bed edges shall be clean, vertical, and clearly defined.	Lump Sum
03	Pre-emergent Weed Control: Furnish and apply pre-emergent herbicides to all landscape beds, cracks, joints, and curbing as needed to maintain weed-free conditions, but <u>not less than twice per year</u> . Applications shall follow label requirements and be performed by licensed applicators if using Restricted Use Pesticides.	Lump Sum
04	Fertilization: Furnish and apply fertilizer to turf and shrubs <u>at least once annually</u> , in accordance with soil/plant needs and manufacturer label. Avoid over-application and runoff into roadways or storm systems.	Lump Sum

05	Post-emergent Weed Control: Furnish and apply post-emergent herbicides <u>as needed</u> to maintain weed-free conditions ($\leq 10\%$ coverage). Includes cracks, curbing, and beds. All applications must comply with label, drift control standards, and applicable state regulations. Applications shall follow label requirements and be performed by licensed applicators if using Restricted Use Pesticides.	Lump Sum
06	Mulch/Pine Straw Maintenance: Furnish and install mulch and/or pine straw <u>twice annually</u> , with one application occurring in April and another in August. Mulch shall match the existing material type and color at each location unless otherwise directed by the City. Acceptable materials include pine straw, hardwood mulch, or pine bark, consistent with existing conditions. Mulch shall be installed and maintained at a uniform depth of 4 inches, free of weeds, debris, and contaminants.	Lump Sum
07	Traffic Control: Furnish, install, and maintain traffic control as required to safely perform work. All traffic control shall comply with MUTCD and applicable ALDOT standards.	Lump Sum
08	Litter and Debris Removal: Furnish all labor and equipment to remove litter, debris, and obstructions from all maintained areas prior to or during each service visit.	Lump Sum
09	Shrub and Plant Maintenance: Furnish all labor and equipment to prune, shape, and maintain shrubs and ornamental plantings as necessary to promote health, appearance, and safe sightlines. Remove dead or damaged material and maintain clearance from roadways and signage.	Lump Sum
10	Bed Edge Maintenance: Furnish all labor and equipment to define and maintain landscape bed edges, prevent turf encroachment, and maintain a clean, uniform appearance. <u>Perform twice annually and as needed.</u>	Lump Sum
11	Minor Repairs and Erosion Control: Furnish all labor, equipment, and materials to correct minor washouts, mulch displacement, and soil erosion within beds and islands as-needed to maintain grade and appearance.	Lump Sum

Unit Price Installations (Table 2), which include non-routine work performed only upon written authorization by the City and paid based on contract unit prices. Bidders shall provide unit prices for the following services included in Table 2. These prices will be used only if the City elects to authorize this work during the contract term. No work under Table 2. shall be performed without

prior written authorization by the City Project Manager. The City makes no guarantee of quantities for unit price items. The quantities for bid items listed on the proposal sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities.

ADDITIVE ALTERNATE ITEMS			
TABLE 2. UNIT PRICE INSTALLATIONS			
The City will furnish plant material at 4277 Wire Rd. Ste. 300, Auburn, AL 36832, or an otherwise agreed-upon location. Pine straw and/or mulch will not be furnished by the City. Contractor shall be responsible for pickup, transportation, handling, and proper installation of all plant material.			
ITEM	DESCRIPTION	UNIT	QTY (estimated)
12	Shrub Installation, 1 Gallon (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install shrubs provided by the City. Work shall include excavation, soil preparation, backfill, mulch placement, watering, cleanup, and all items necessary for complete installation. Contractor shall respond within three (3) business days of notification and complete installation within ten (10) business days of authorization and plant availability.	Each	400
13	Shrub Installation, 3-5 Gallon (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install shrubs provided by the City. Work shall include excavation, soil preparation, backfill, mulch placement, watering, cleanup, and all items necessary for complete installation. Contractor shall respond within three (3) business days of notification and complete installation within ten (10) business days of authorization and plant availability.	Each	600
14	Shrub Installation, 7 Gallon or Larger (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install shrubs provided by the City. Work shall include excavation, soil preparation, backfill, mulch placement, watering, cleanup, and all items necessary for complete installation. Contractor shall respond within three (3) business days of notification and complete installation	Each	200

	within ten (10) business days of authorization and plant availability.		
15	Tree Installation, Balled and Burlapped (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install trees provided by the City at the proper planting depth with root flare exposed, including excavation, soil preparation, backfill, staking (if required), mulch placement, watering, and cleanup. Contractor shall respond within three (3) business days and complete installation within ten (10) business days of authorization and plant availability.	Each	30
16	Tree Installation, Containerized (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install trees provided by the City at the proper planting depth with root flare exposed, including excavation, soil preparation, backfill, staking (if required), mulch placement, watering, and cleanup. Contractor shall respond within three (3) business days and complete installation within ten (10) business days of authorization and plant availability.	Each	30
17	Groundcover/Perennial Installation (City-Furnished Material): Furnish all labor, equipment, and incidentals required to install groundcover or herbaceous plant material provided by the City, including soil preparation, planting, mulch placement, watering, and cleanup. This item specifically excludes shrubs and trees. Contractor shall respond within three (3) business days and complete installation within ten (10) business days.	Each	1000
18	Plant Removal and Disposal: Furnish all labor, equipment, and incidentals to remove and dispose of dead, damaged, or unwanted plant material, including roots where necessary, and restore the area to a clean and stable condition suitable for replanting. This item includes trees, shrubs, and groundcover/perennials. Unwanted weeds/grasses are specifically excluded from this item and are subject to routine maintenance items found in Table 1. Contractor shall respond within five (5) business days of notification.	Each	100
19	Furnish and Install Pine Straw Mulch, including procurement, delivery, installation, cleanup, and all labor, equipment, and incidentals required for complete installation. Pine straw shall be clean, longleaf pine straw, free of weeds, debris, and	Square Yard (SY)	2500

	foreign material. Install to a uniform depth sufficient to provide complete coverage. Pine straw shall be installed with all exposed edges rolled and dressed to provide a crisp, well-defined appearance. Bed edges shall be maintained in a neat, professional, and aesthetically pleasing condition with no loose, scattered, or uneven pine straw visible on adjacent pavement, curb, or turf areas. Contractor shall respond within three (3) business days and complete installation within ten (10) business days.		
20	Furnish and Install Pine Bark Mulch , including procurement, delivery, installation, cleanup, and all labor, equipment, and incidentals required for complete installation. Mulch shall be clean, free of weeds, soil, trash, and foreign materials, and shall consist of shredded pine bark suitable for landscape applications. Installation shall include site preparation, removal of minor debris, placement of mulch to a uniform depth, shaping, dressing, and final cleanup. Bed edges shall be maintained in a neat, professional, and aesthetically pleasing condition with no loose, scattered, or uneven mulch visible on adjacent pavement, curb, or turf areas. Contractor shall respond within three (3) business days and complete installation within ten (10) business days.	Cubic Yard (CY)	200

6. HERBICIDE AND FERTILIZER USAGE AND CARE:

The Contractor shall take care not to apply fertilizer and herbicides on any sidewalks, roadways, or other hardscapes, and shall clean and remove any incidental application or spillage of material in these areas. The Contractor shall also take care not to apply herbicides and fertilizers 24 hours prior to anticipated heavy rain, during conditions where wind gusts are >5 miles per hour, and/or during times when local severe weather warnings have been issued. NOTE: Applications shall follow label requirements and be performed by licensed applicators if using Restricted Use Pesticides, and applied as per the manufacturers' recommended rates, methods, and safety precautions.

7. SAFETY:

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to

the normal working hours. The contractor should take all necessary precautions to insure safety of the jobsite at all times.

8. ENVIRONMENTAL:

The Contractor is cautioned that part of this work is in and/or near environmentally sensitive areas. The Contractor must promptly restore disturbed areas, keep debris out of streams and storm sewers, and use service methods to minimize unintended negative environmental impacts. Under no circumstance shall any contaminants be allowed into local roadways, storm sewers, or surface waters. The Contractor will be solely responsible for any violation of environmental laws and penalties or fines that are imposed. There will be no separate payment for establishing and maintaining erosion and sedimentation control measures.

9. GOVERNING DOCUMENTS:

All work, testing, submittals, and materials shall be in accordance with the City of Auburn standard details, Specifications, Public Works Department Design and Construction Manual, Alabama Department of Transportation Specifications, Water Resource Management Department Design and Construction Manual, and the Proposed Guidelines July 26, 2011 version of the Public Rights-of-Way Accessibility Guidelines issued by the United States Access Board, as applicable. The application of any herbicides or fertilizers specified shall be performed in accordance with the manufacturers recommended rates, methods, and safety precautions. The contractor is required to have all of the applicable design standards on the job at all times. The successful Contractor may request copies of the City of Auburn standards prior to the start of construction, if needed.

10. WORK HOURS:

No work will be allowed before 7:00 a.m. or after daylight hours, unless otherwise approved by the City Project Manager. No traffic is to be detoured without the consent of the City Project Manager. The Contractor will perform no work twenty-four (24) hours before or during any Auburn University athletic event or graduation. The project site must be cleaned and opened for traffic as designated by the City Project Manager. If deemed necessary by the City, detours and/or lane closures during peak times may be prohibited. All property owners with driveways that fall within the work zone shall be notified by the Contractor of the operating procedures of the traffic control plan prior to work beginning. Ingress and egress must be maintained at all times for each property falling within the construction zone. In the event the Contractor should require no access for a limited period of time, immediate notice should be given to the property owners.

11. SERVICE SCHEDULE:

The Contractor shall provide a schedule and applicable traffic control plans to the City Project Manager prior the preconstruction meeting. The schedule shall include applicable dates and milestones. The traffic control plans shall outline lane closures, expected delays to vehicular and pedestrian traffic, and other information regarding signage.

12. VERIFICATION OF WORK COMPLETED AND REPORTING REQUIREMENTS:

The Contractor shall submit a Monthly Service Report (Appendix B) to the City Project Manager documenting all services performed during the preceding month. A Monthly Service Report shall be accompanied by the Contractor's monthly invoice. The City may reject any invoice not supported by the required Monthly Service Report. The City Project Manager reserves the right to request photos of the maintenance areas to verify services performed.

MEASUREMENT AND PAYMENT

LANDSCAPE MAINTENANCE AND UNIT PRICE INSTALLATIONS FOR ISLANDS, MEDIANS, ROUNDABOUTS, AND SELECTED STREETSCAPES

01 BASE BID ITEMS: ROUTINE LANDSCAPE MAINTENANCE

Work under this item shall include all labor, supervision, materials, equipment, tools, transportation, traffic control, incidentals, and other resources necessary to perform routine landscape maintenance services for all landscape islands, medians, roundabouts, and selected streetscapes identified in the Contract Documents. Routine maintenance includes, but is not limited to, mowing, edging, weed eating, blowing, litter and debris removal, shrub and plant maintenance, bed edge maintenance, weed control, fertilization, mulch and pine straw maintenance, minor erosion correction, and all other recurring services described in Table 1. Payment shall be made on a lump sum monthly basis for satisfactory performance of all work specified under Table 1. The monthly payment shall constitute full compensation for all labor, materials, equipment, traffic control, disposal, supervision, and incidentals necessary to complete the work.

Payment shall be issued on a monthly basis for services performed. Payment amount shall be the annual lump sum divided into twelve equal monthly payments.

02 ADDITIVE ALTERNATE ITEMS: UNIT PRICE INSTALLATIONS

Work under this item shall include all labor, supervision, equipment, tools, transportation, traffic control, incidentals, and other resources necessary to perform landscape installation and removal services authorized by the City under Table 2. No work under this item shall be performed without prior written authorization or work order issued by the City. Quantities shown in the Bid Schedule are estimated for bid evaluation purposes only and are not guaranteed. The City makes no guarantee of quantities for unit price items. The quantities for bid items listed on the proposal sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities. The City will furnish plant material at a designated location. Unit prices shall include all costs associated with pickup, transportation, handling, excavation, soil preparation, planting, backfill, staking when required, watering, mulch placement, cleanup, disposal of excess material, and all work necessary to provide a complete installation or removal, as applicable. Measurement shall be based on the actual number of units installed, removed, and accepted by the City. Unit price payment shall constitute full compensation for all labor, materials incidental to installation, transportation, equipment, traffic control, disposal, cleanup, and incidentals necessary to complete the authorized work. Work that is included within the scope of Routine Landscape Maintenance

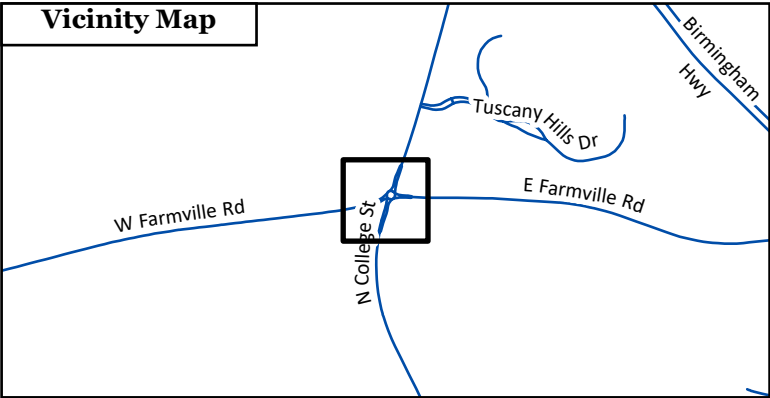
under Table 1 shall not be measured or paid under Table 2. The Contractor shall not reclassify routine maintenance activities as unit-price work without written authorization from the City.

Payment shall be issued on a monthly basis made at the applicable contract unit price for services performed for the following items:

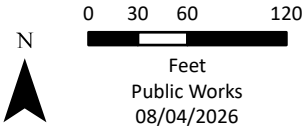
Shrub Installation, 1 Gallon (City-Furnished Material) - Each
Shrub Installation, 3-5 Gallon (City-Furnished Material) - Each
Shrub Installation, 7 Gallon or Larger (City-Furnished Material) - Each
Tree Installation, Balled and Burlapped (City-Furnished Material) - Each
Tree Installation, Containerized (City-Furnished Material) - Each
Groundcover/Perennial Installation (City-Furnished Material) - Each
Plant Removal and Disposal – Each
Furnish and Install Pine Straw Mulch – Square Yard (SY)
Furnish and Install Pine Bark Mulch – Cubic Yard (CY)

APPENDIX A. LANDSCAPE MAINTENANCE MAPS

Roundabouts
N. College St. and Farmville Rd.

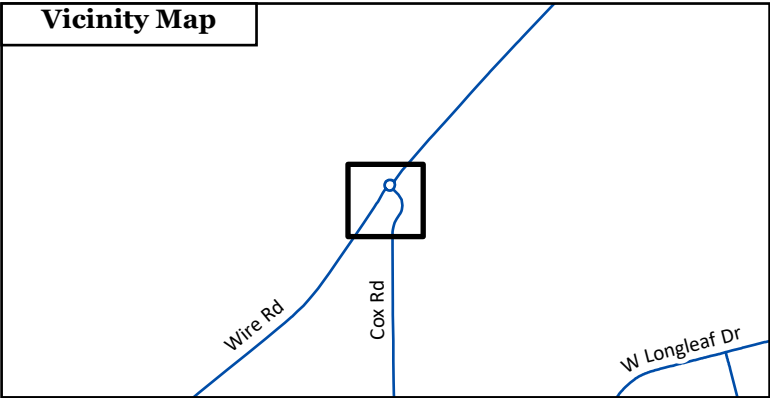


 Landscaping Maintenance Areas

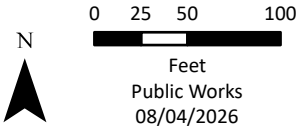


The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

Roundabouts
Wire Rd. and Cox Rd.

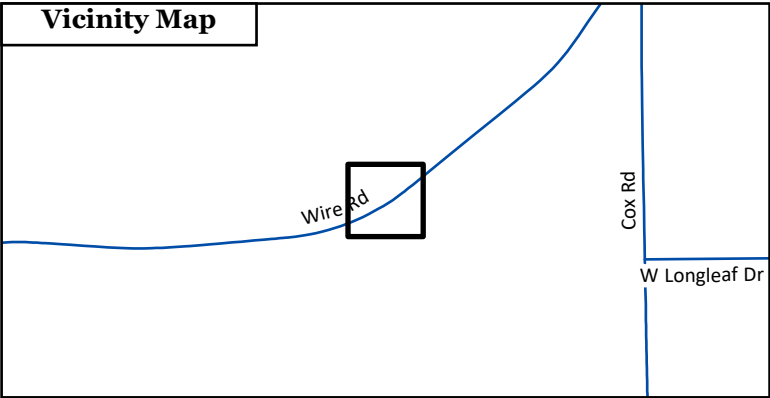


 Landscaping Maintenance Areas

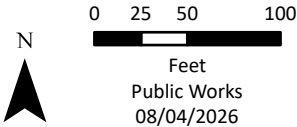


The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

Roundabouts
Wire Rd. Soccer Complex

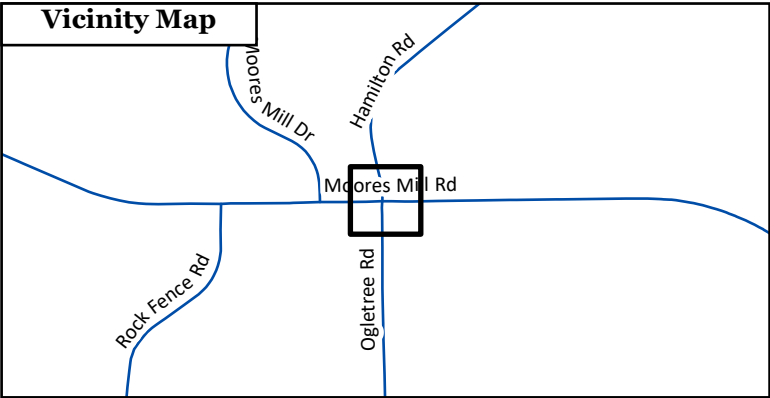


 Landscaping Maintenance Areas

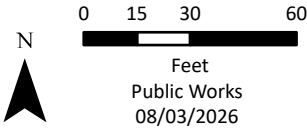


The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

Selected Streetscapes
Moore's Mill Rd. Welcome Sign and Islands

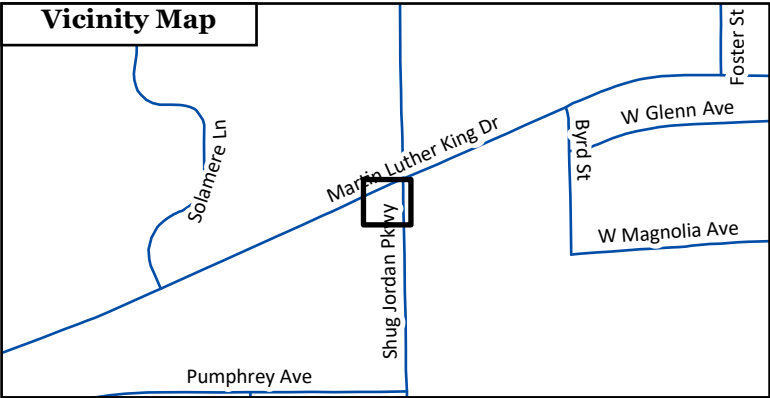


 Landscaping Maintenance Areas

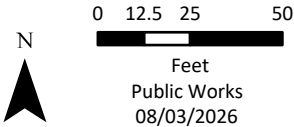


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Selected Streetscapes
Welcome Sign - Highway 14

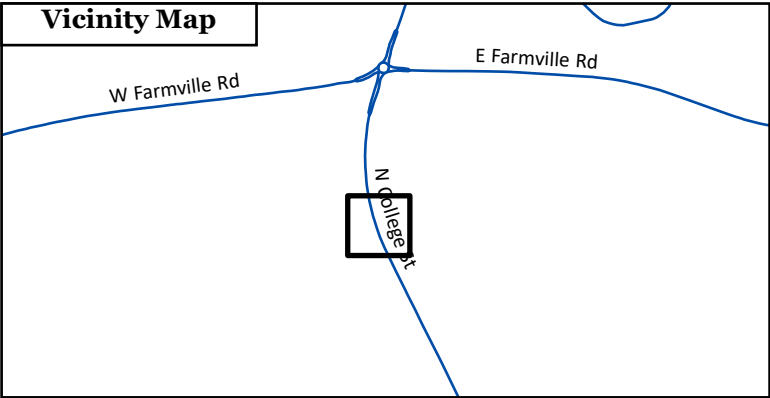


 Landscaping Maintenance Areas

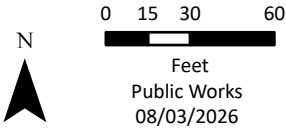


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Selected Streetscapes
Welcome Sign - N. College St.

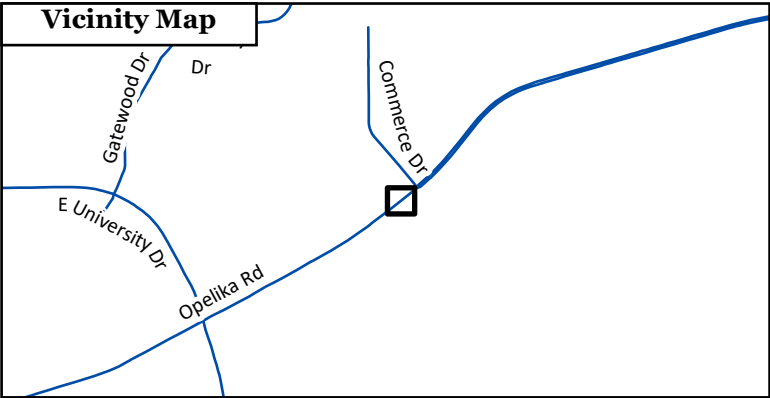


 Landscaping Maintenance Areas

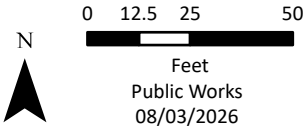


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Selected Streetscapes
Welcome Sign - Opelika Rd.



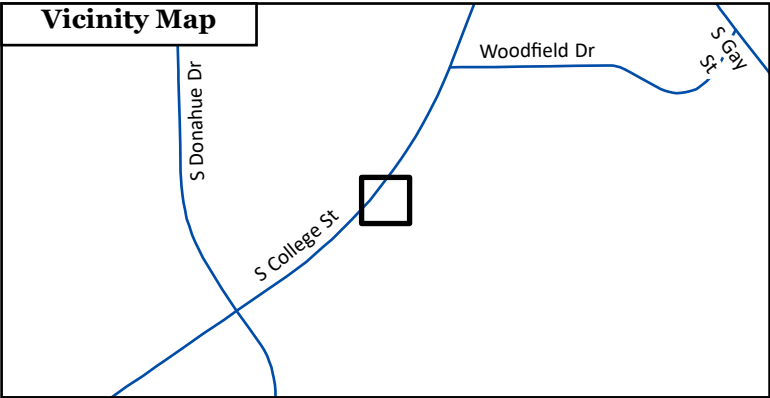
 Landscaping Maintenance Areas



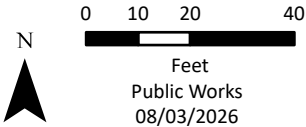
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Selected Streetscapes

Welcome Sign - S. College St. at Kimberly Dr.

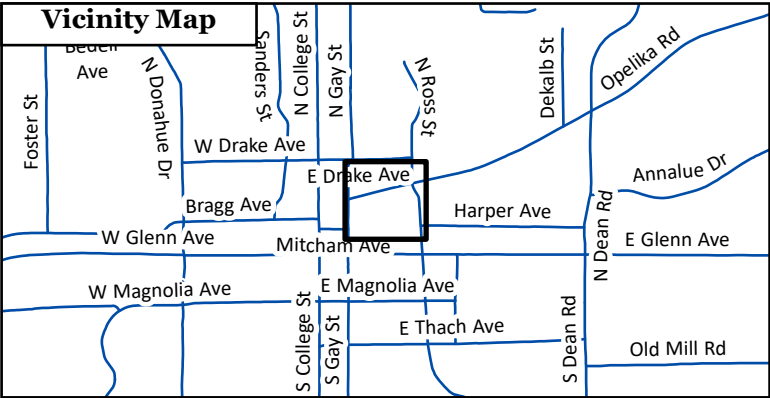
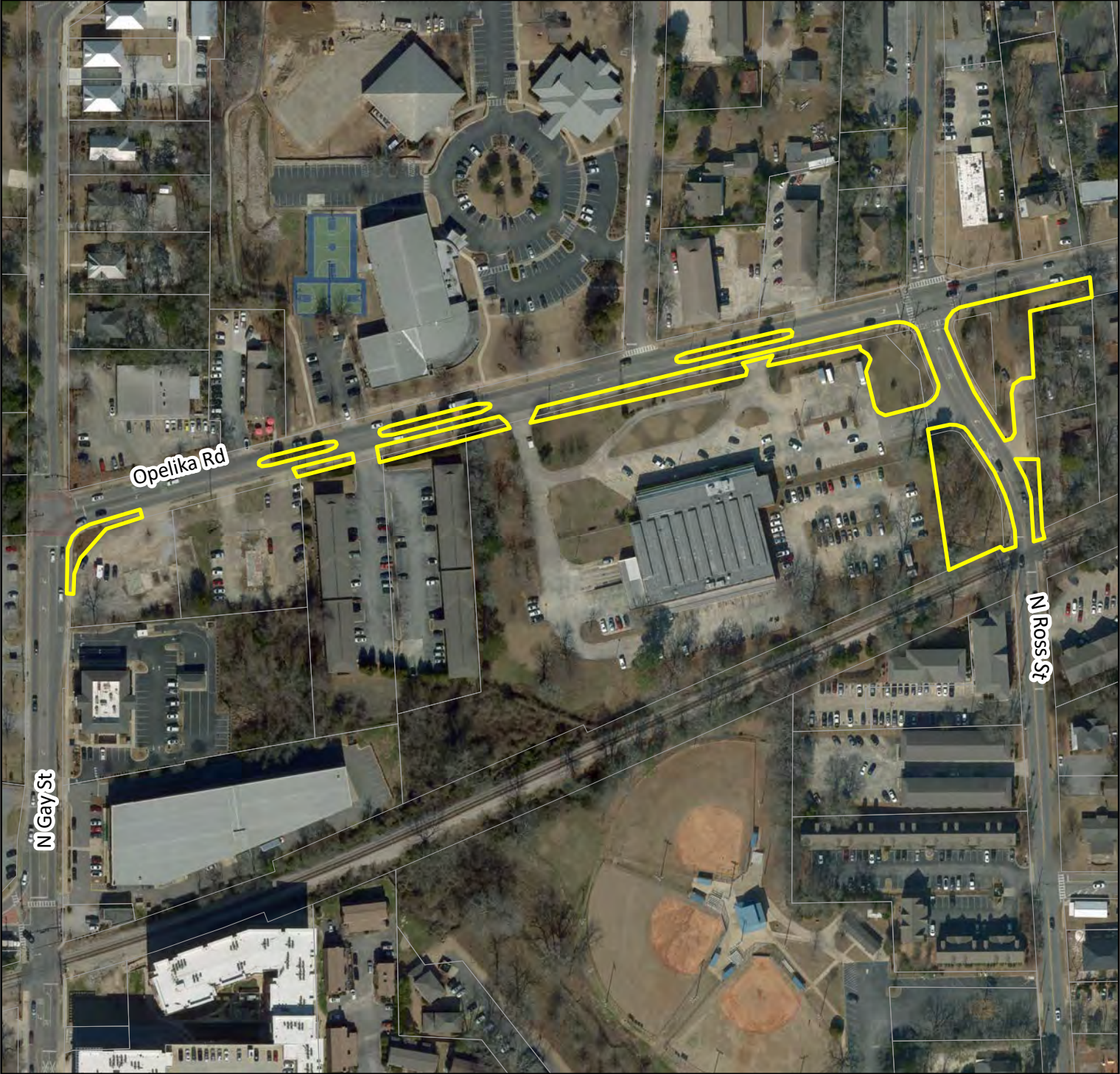


 Landscaping Maintenance Areas

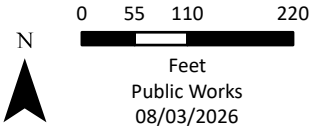


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Selected Streetscapes
Opelika Rd. and N. Ross St.

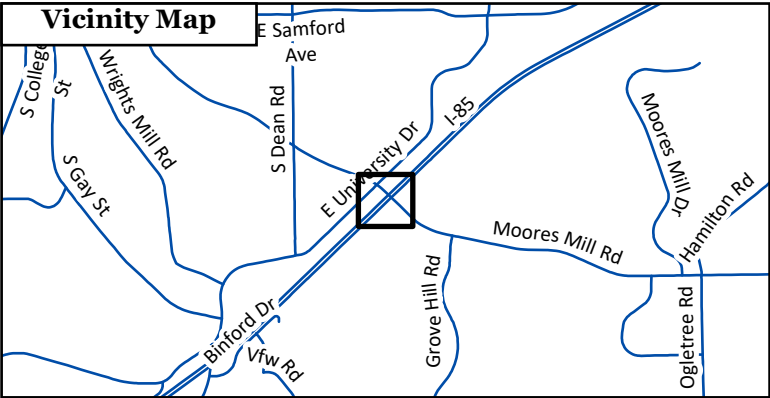
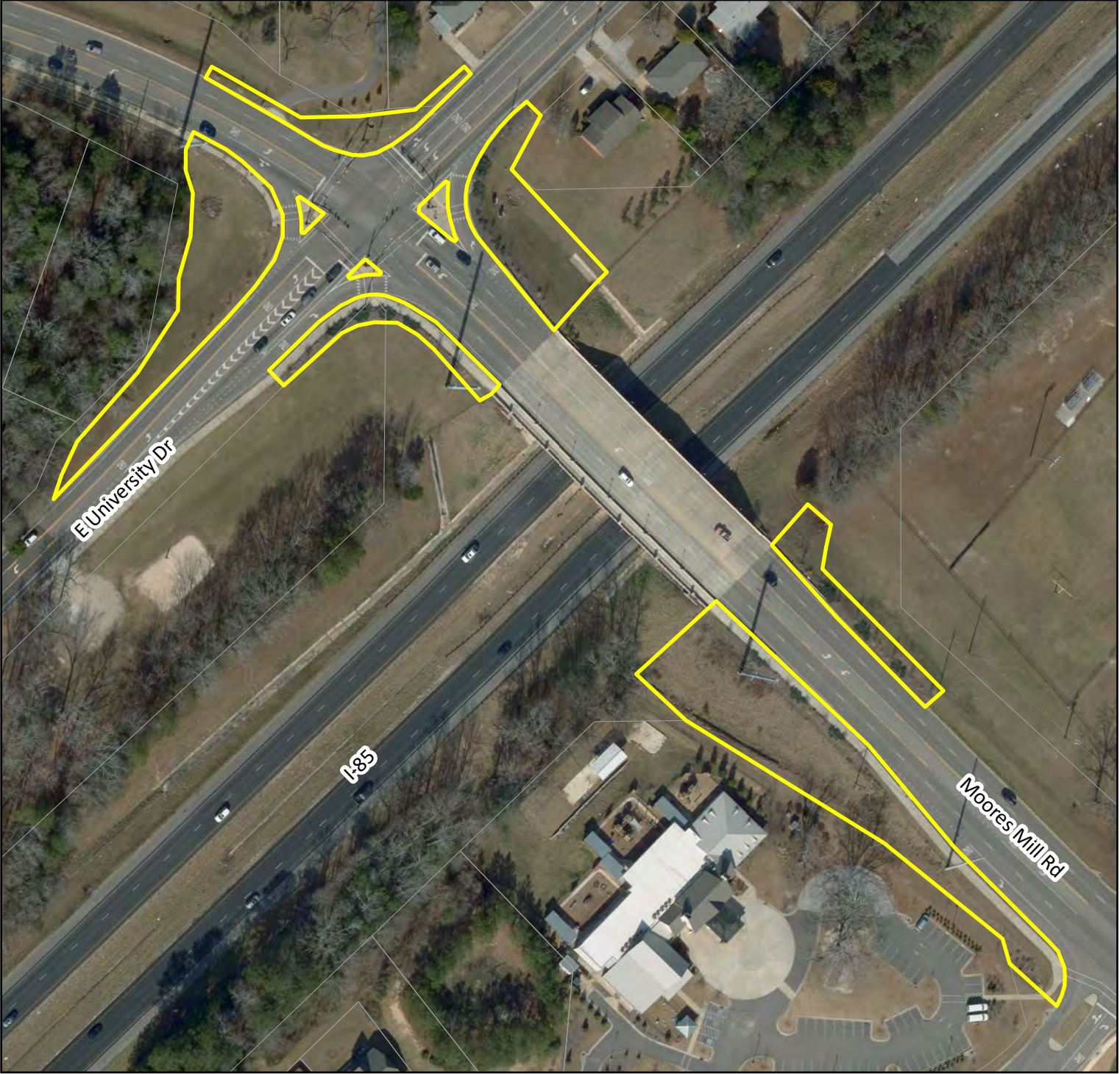


 Landscaping Maintenance Areas

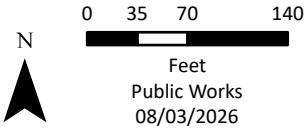


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Selected Streetscapes
Moore's Mill Rd. and East University Dr.

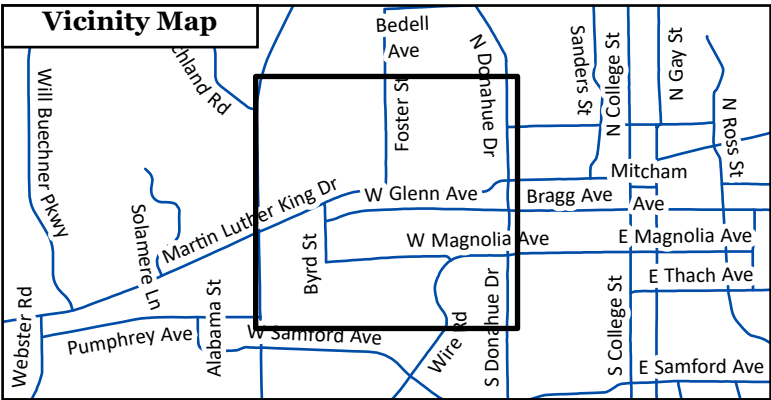
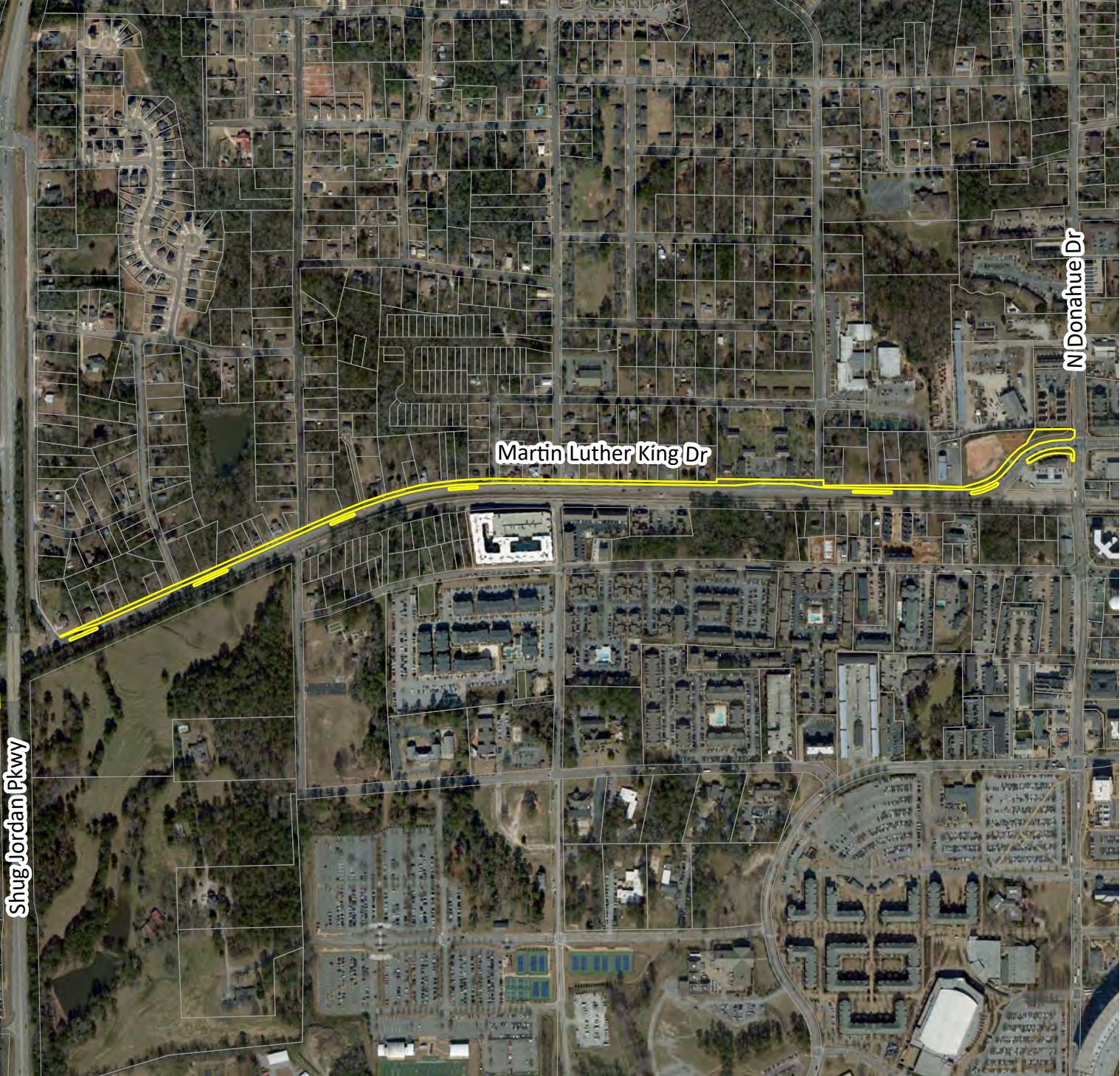


 Landscaping Maintenance Areas



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Selected Streetscapes
Martin Luther King Dr. - Overview

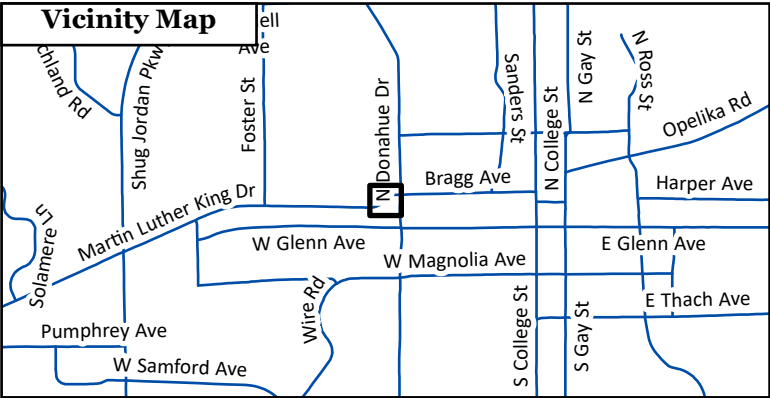


 Landscaping Maintenance Areas

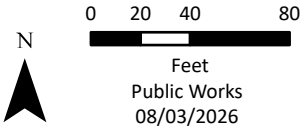


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Selected Streetscapes
Martin Luther King Dr. - East

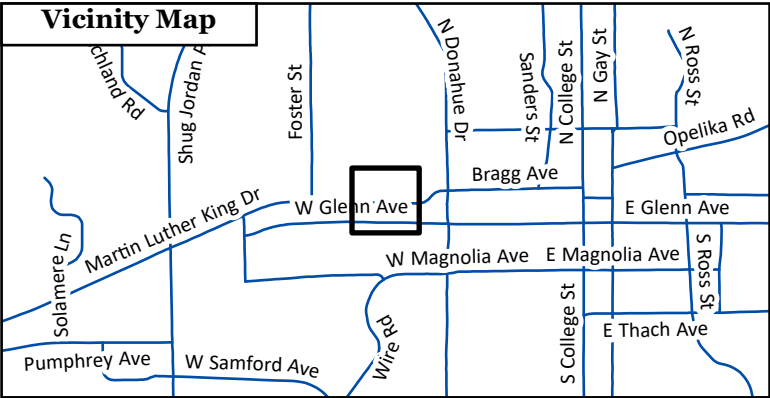
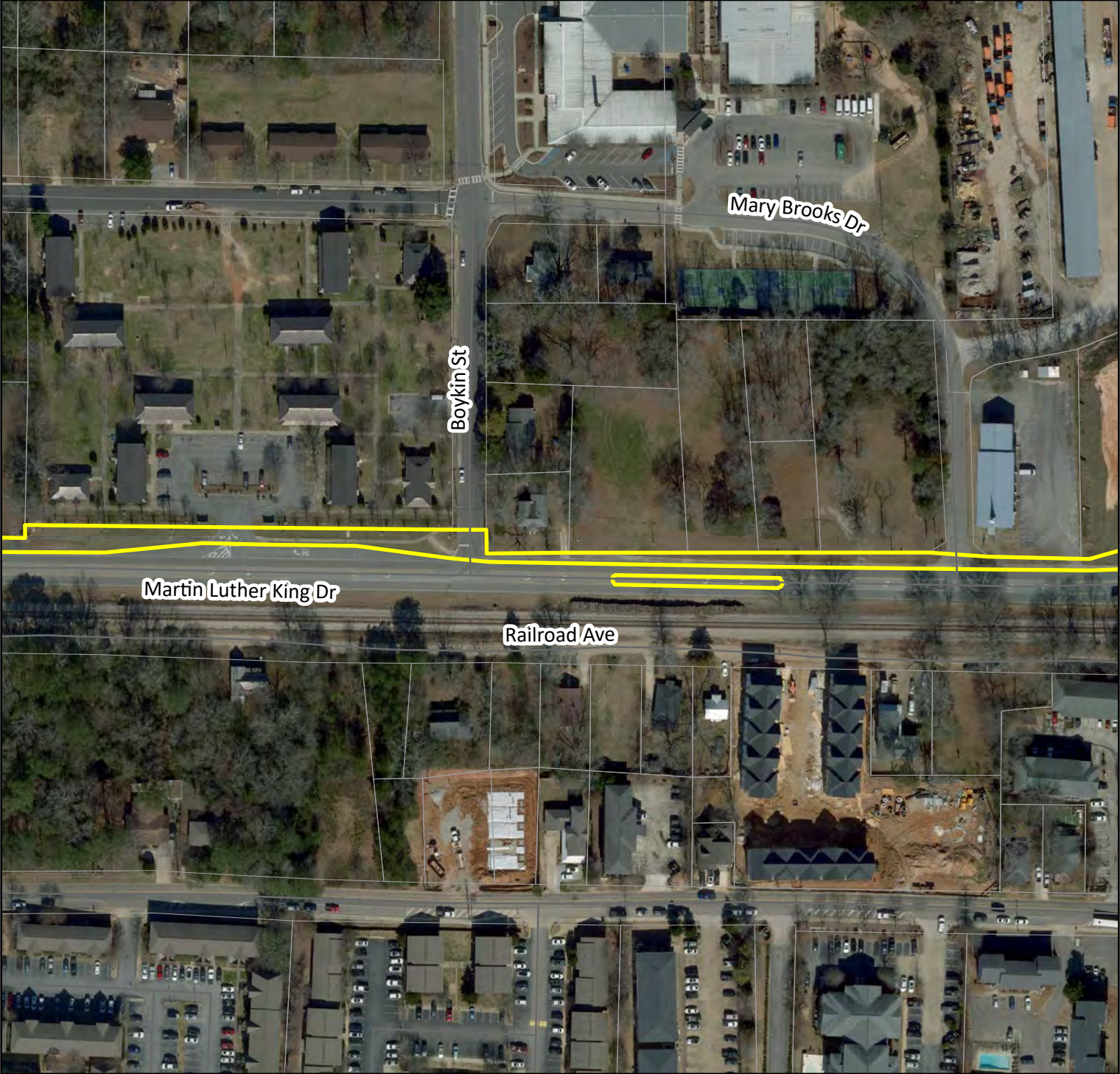


 Landscaping Maintenance Areas

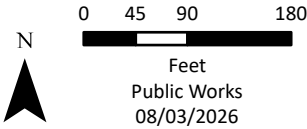


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Selected Streetscapes
Martin Luther King Dr. - East Central

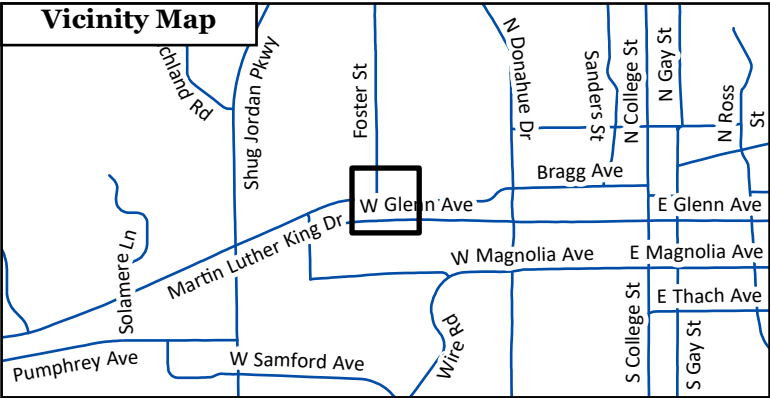
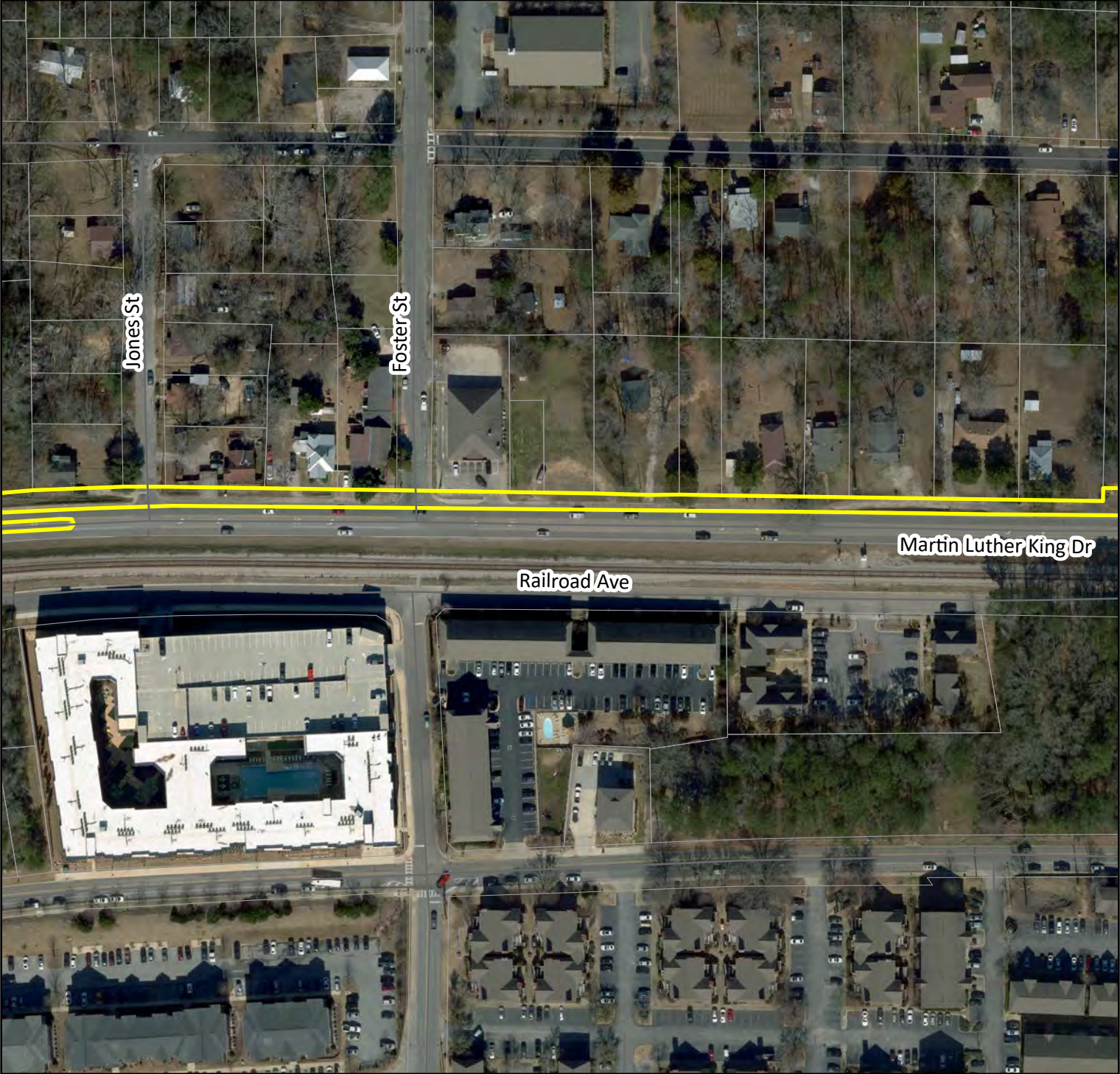


 Landscaping Maintenance Areas

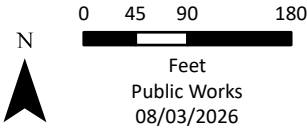


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Selected Streetscapes
Martin Luther King Dr. - Central

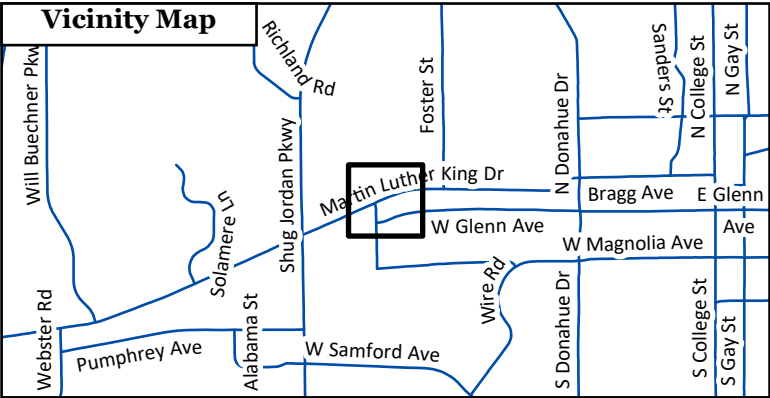


 Landscaping Maintenance Areas

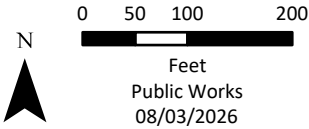


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Selected Streetscapes
Martin Luther King Dr. - West Central

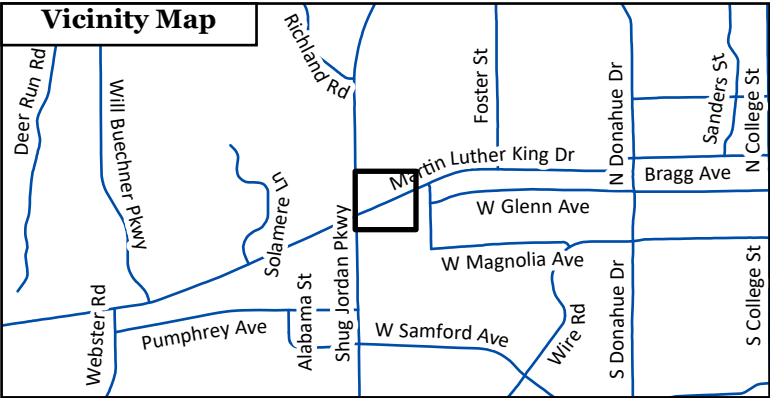


 Landscaping Maintenance Areas

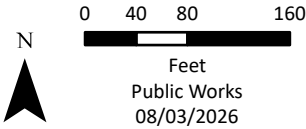


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Selected Streetscapes
Martin Luther King Dr. - West

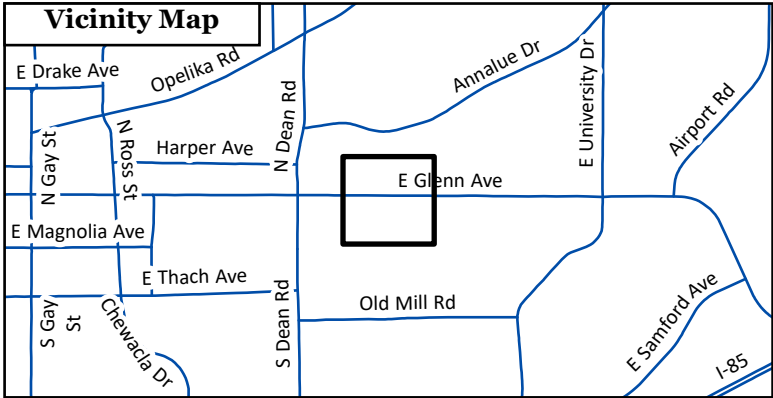
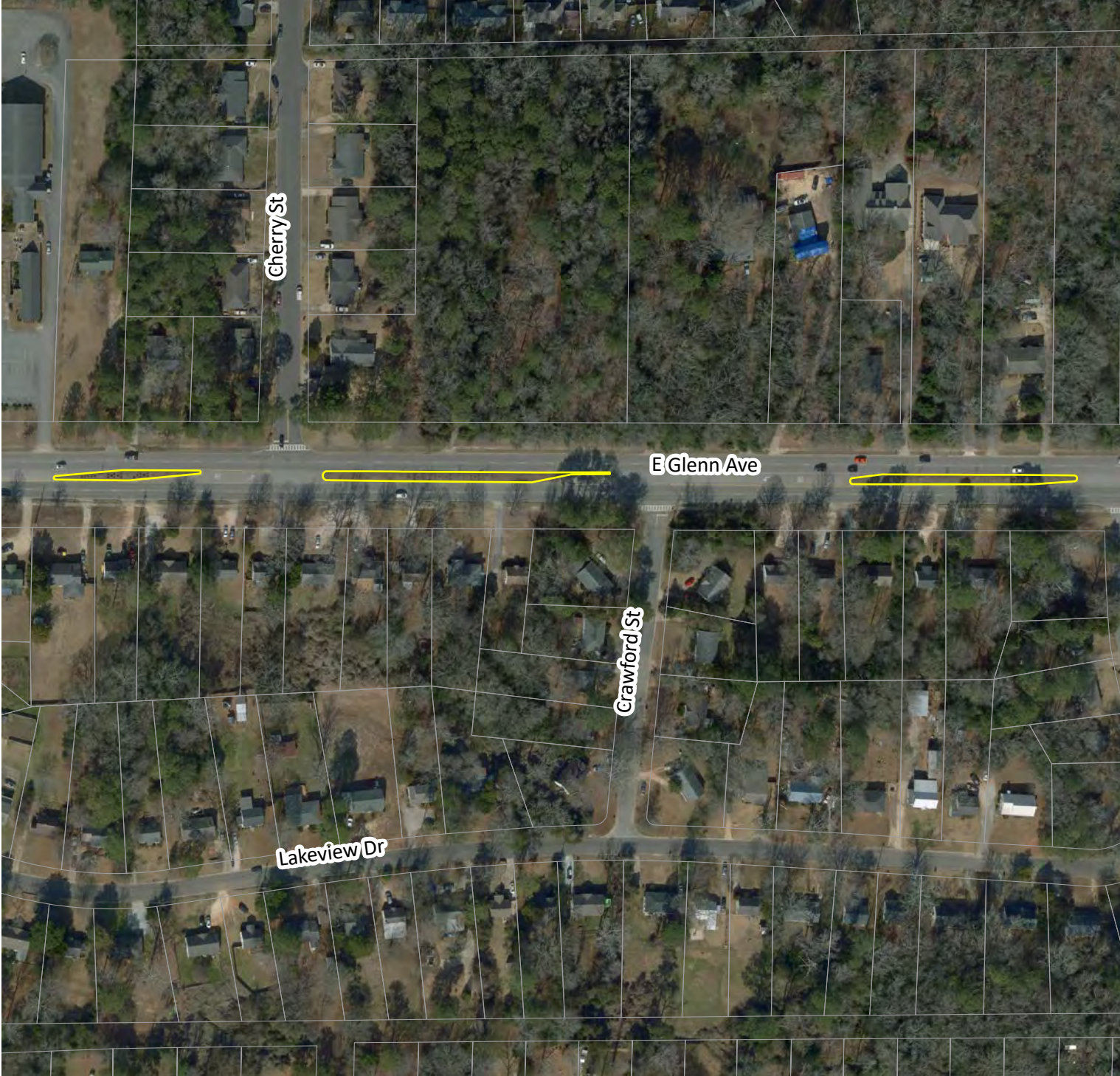


 Landscaping Maintenance Areas

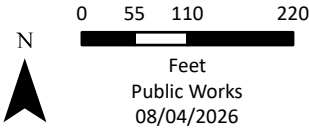


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Islands and Medians
E. Glenn Ave.



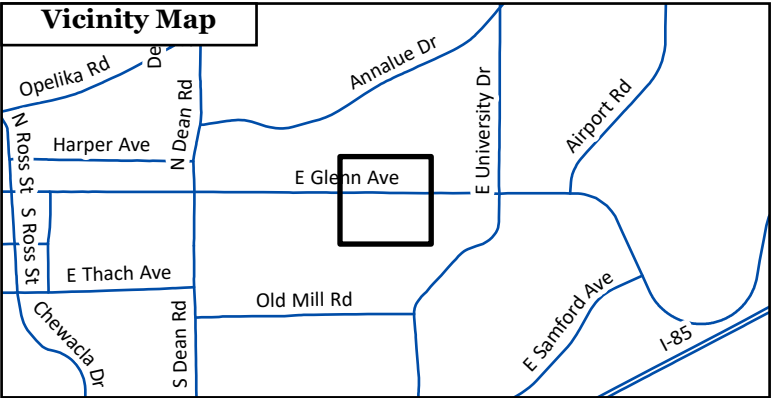
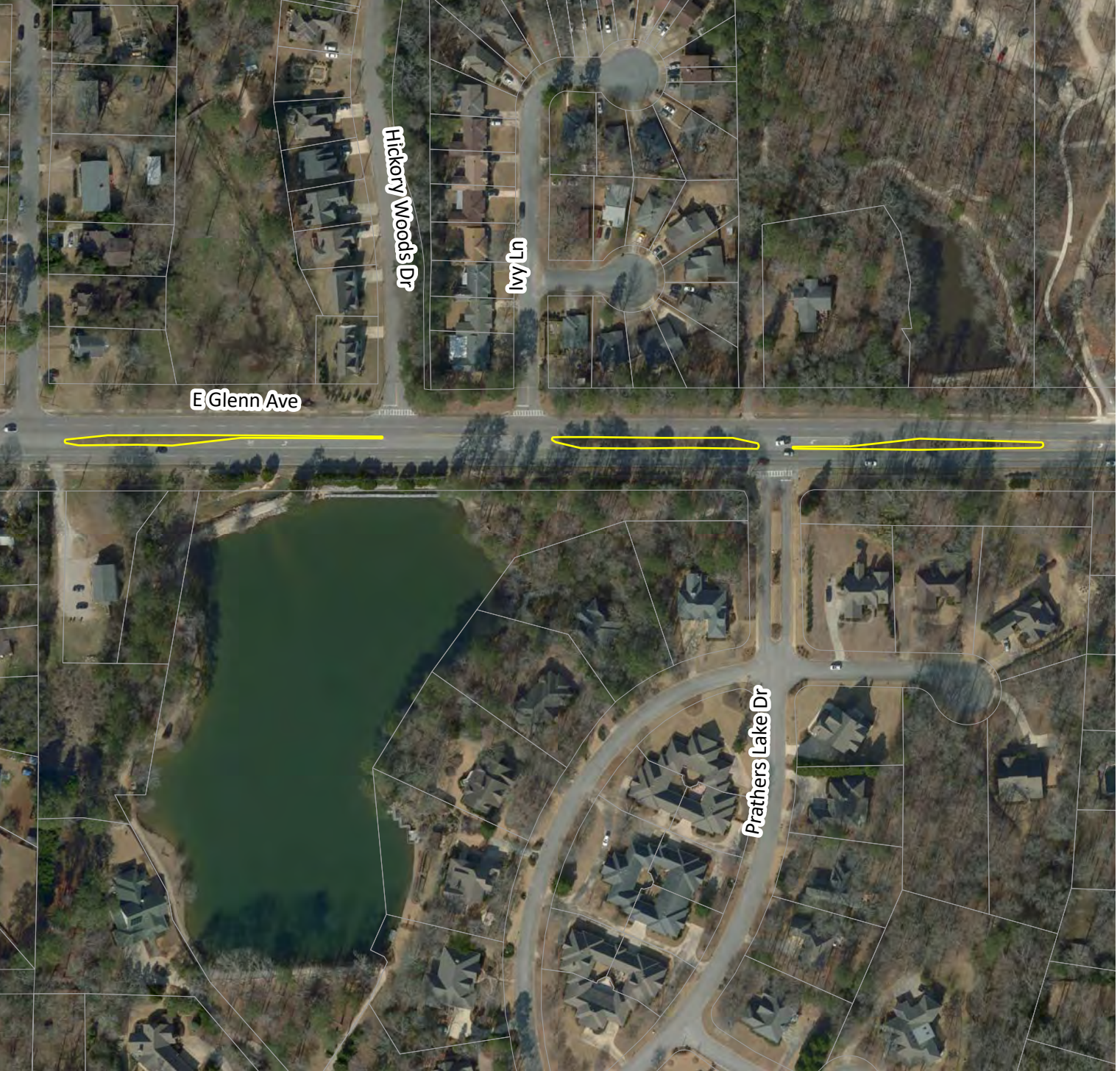
 Landscaping Maintenance Areas



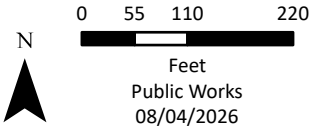
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Islands and Medians

E. Glenn Ave.

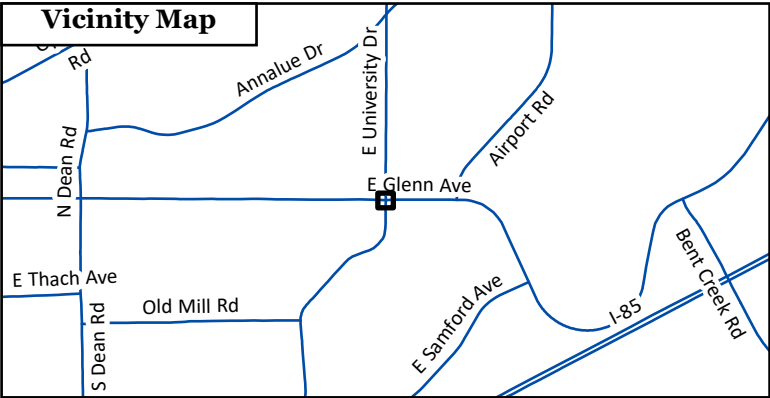


 Landscaping Maintenance Areas



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Islands and Medians
E. Glenn Ave. and East University Dr.



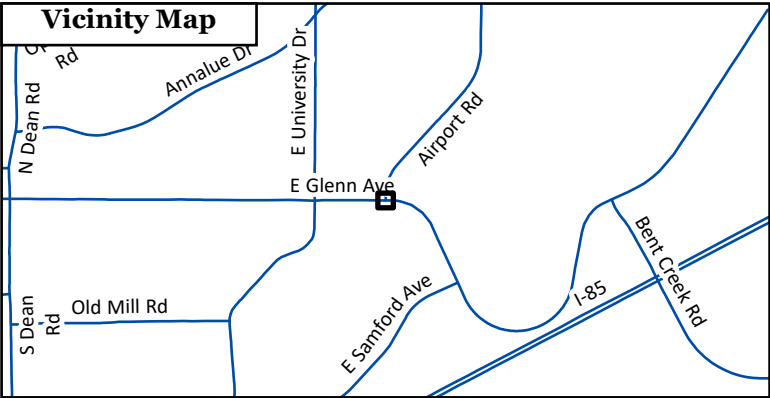
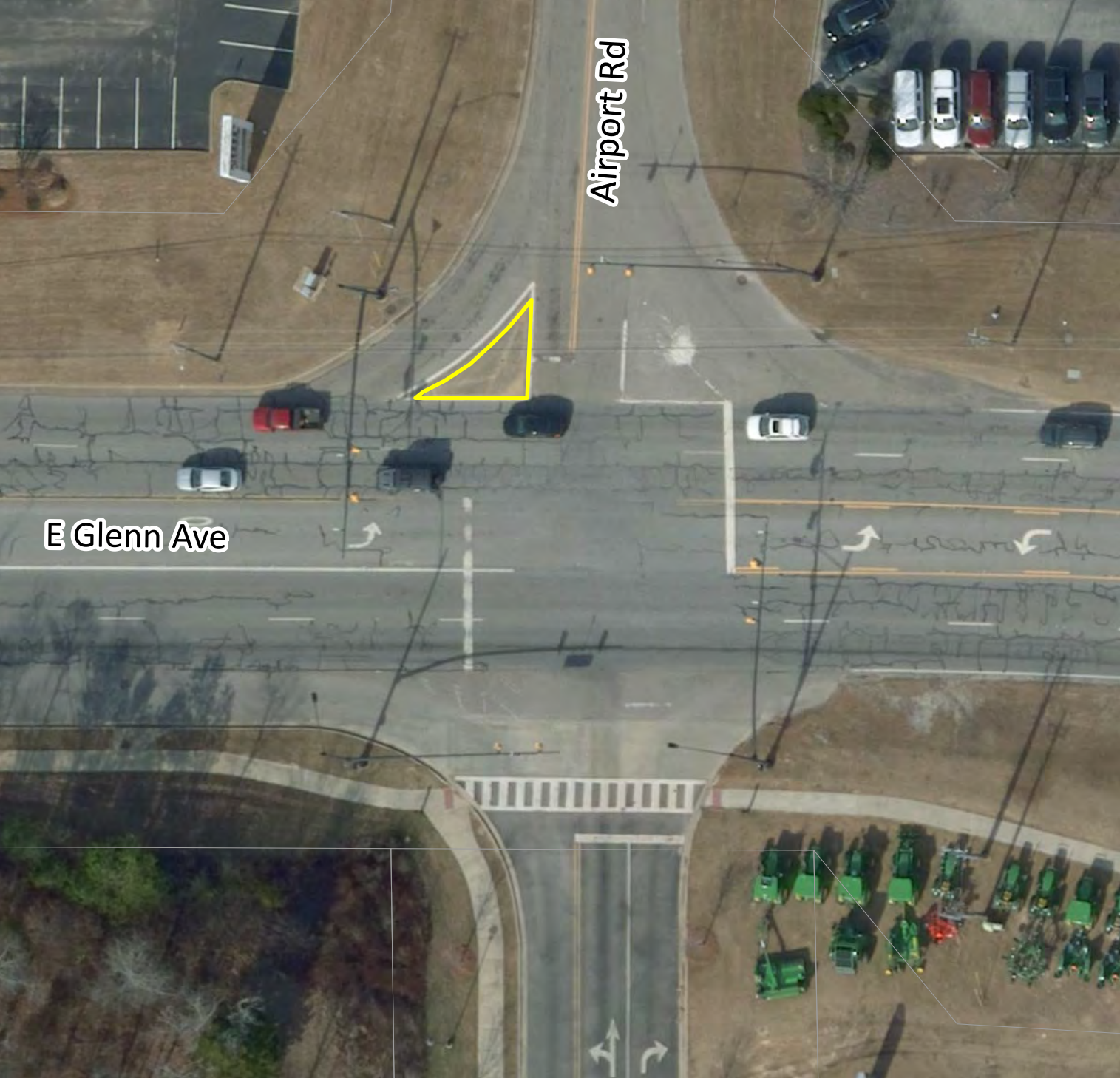
 Landscaping Maintenance Areas



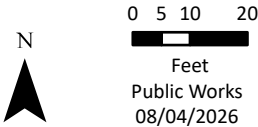
0 5 10 20
Feet
Public Works
08/04/2026

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Islands and Medians
E. Glenn Ave. and Airport Rd.

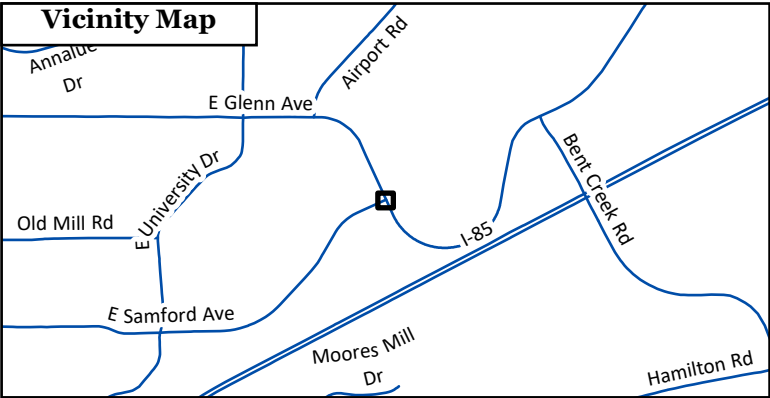


 Landscaping Maintenance Areas



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Islands and Medians
E. Glenn Ave. and E Samford Ave.



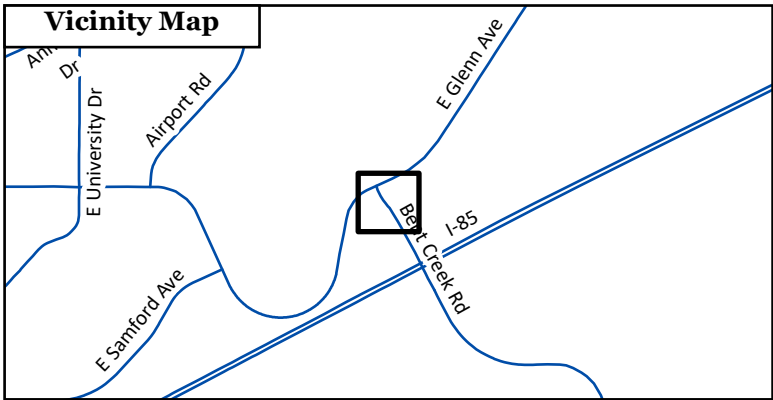
 Landscaping Maintenance Areas



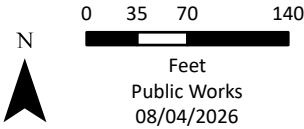
0 5 10 20
Feet
Public Works
08/04/2026

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Islands and Medians
E. Glenn Ave. and Bent Creek Rd.



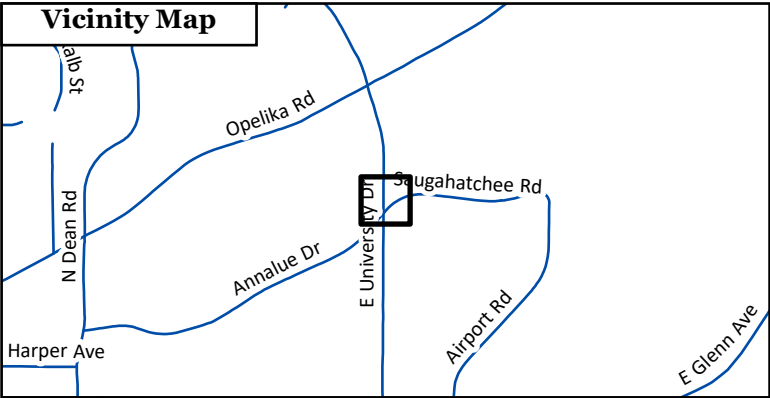
 Landscaping Maintenance Areas



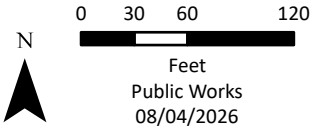
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Islands and Medians

E. University Dr., Annaloe Dr., and Saugahatchee Rd.

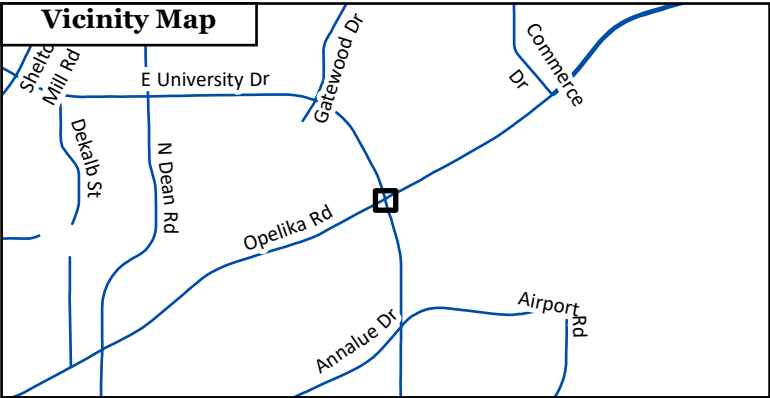
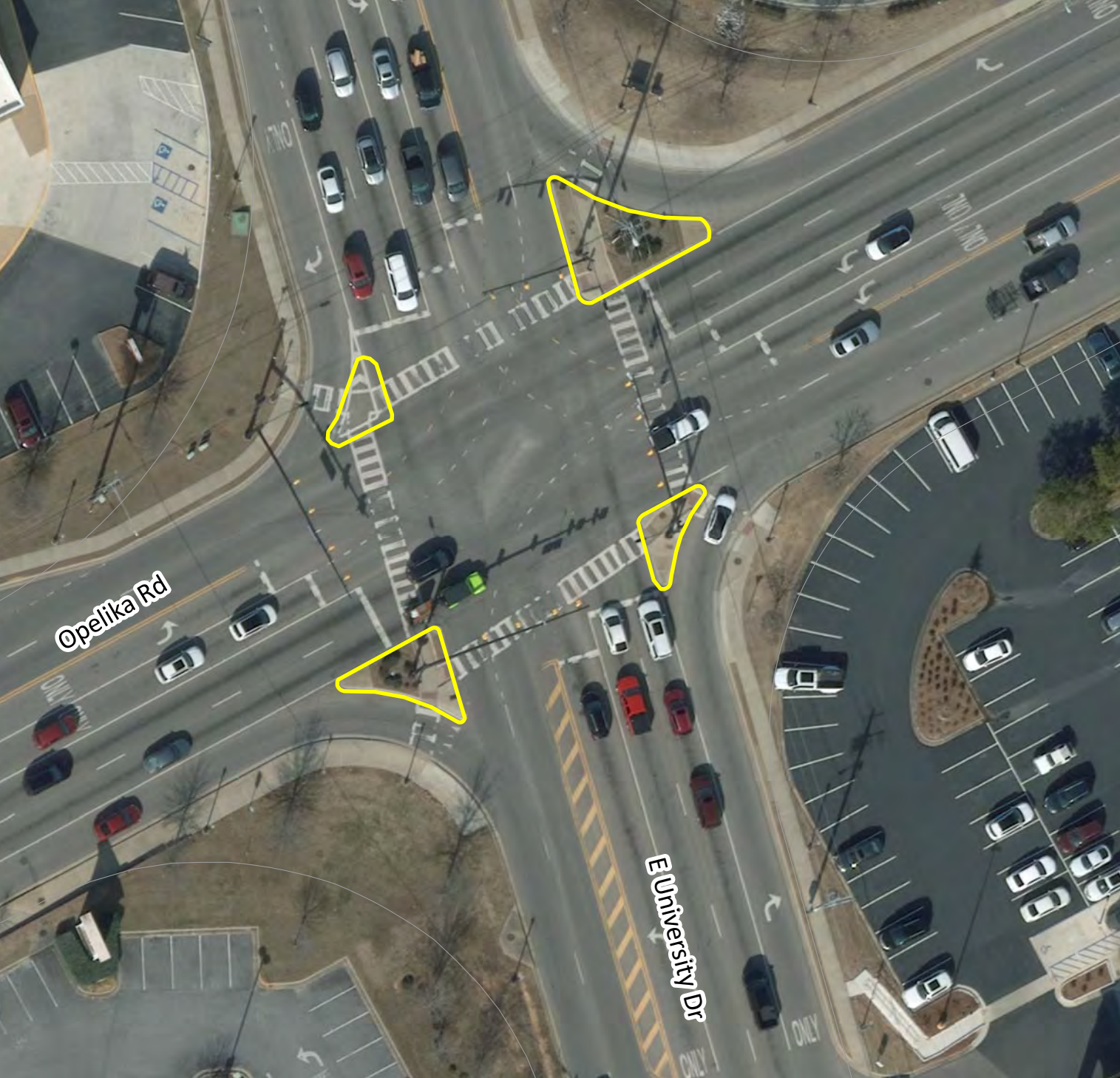


 Landscaping Maintenance Areas

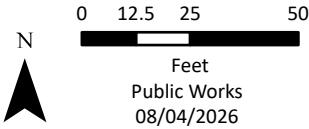


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Islands and Medians
E. University Dr. and Opelika Rd.

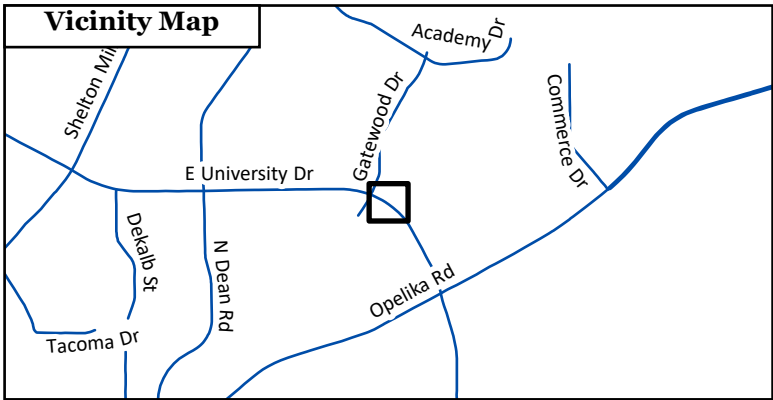


 Landscaping Maintenance Areas

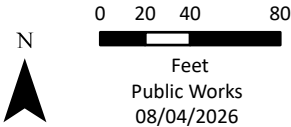


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Islands and Medians
East University Dr.

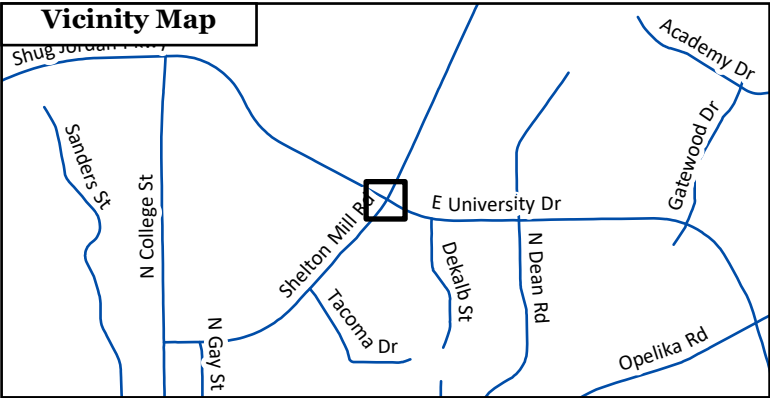


 Landscaping Maintenance Areas

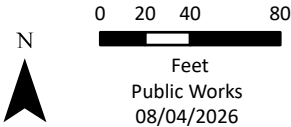


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Islands and Medians
East University Dr. and Shelton Mill Rd.

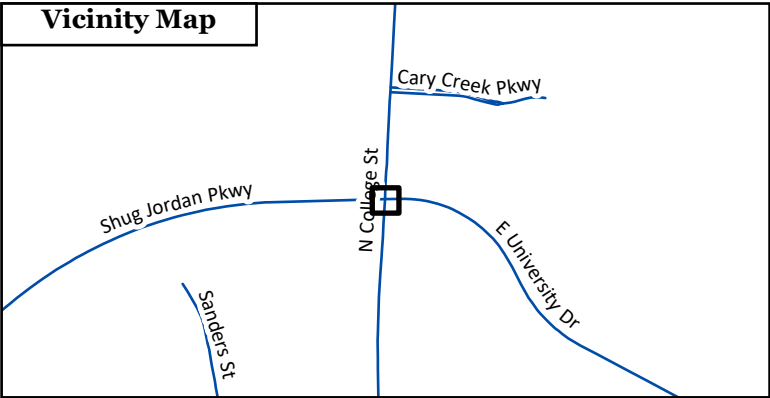


 Landscaping Maintenance Areas

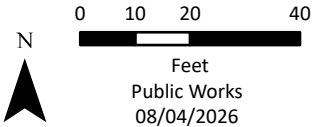


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Islands and Medians
Shug Jordan Pkwy and N. College St.

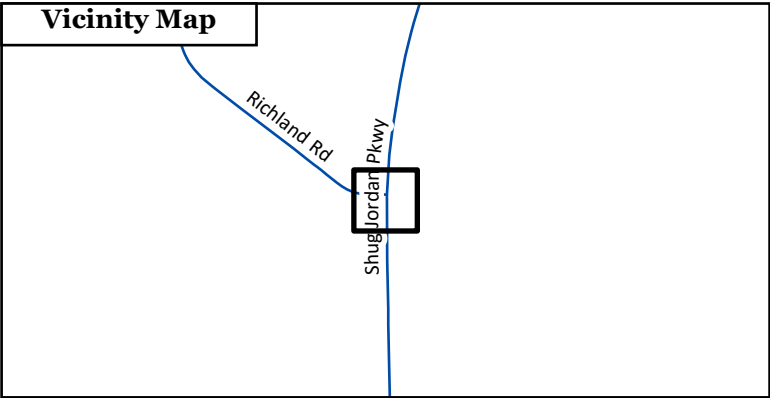
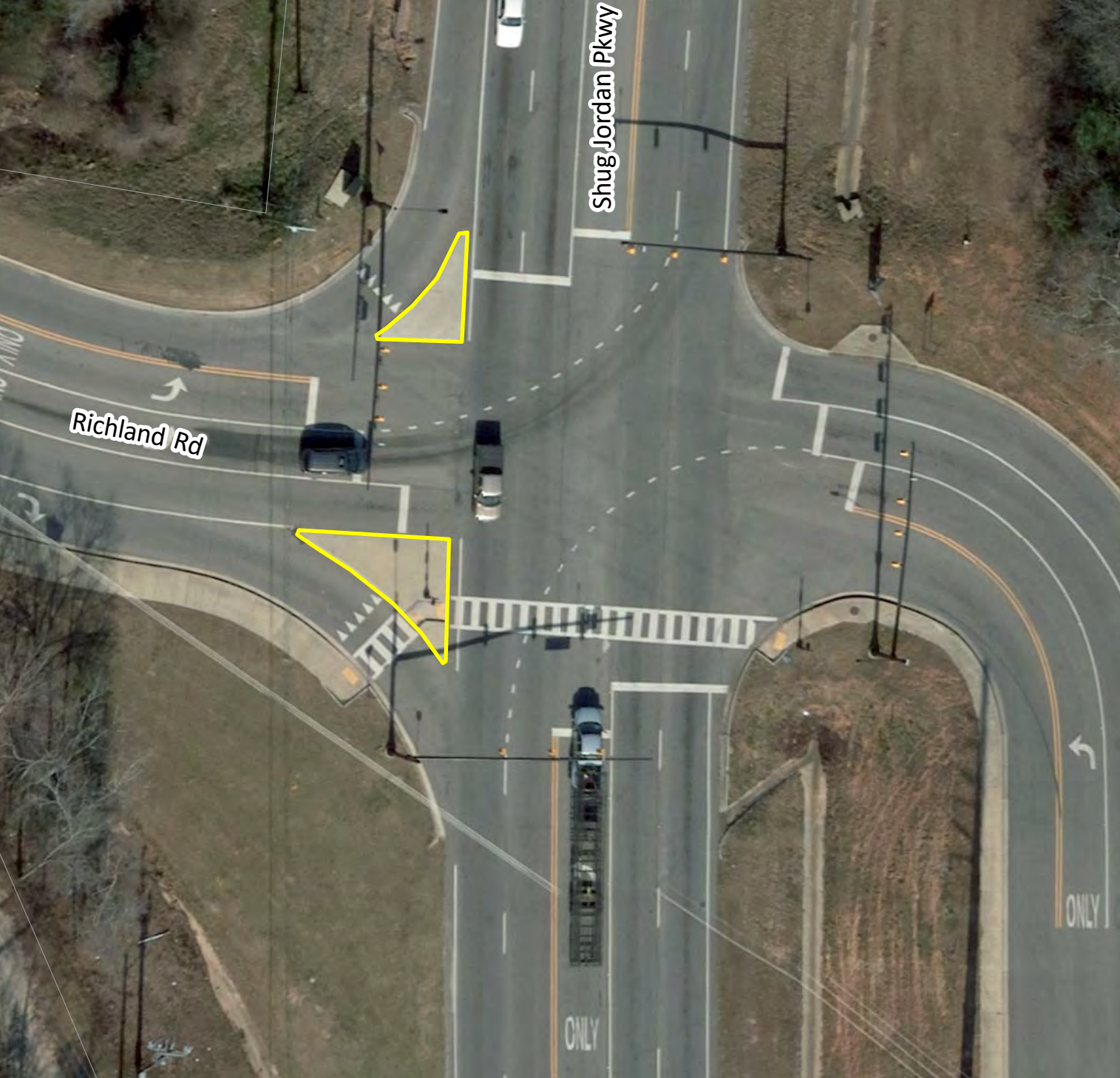


 Landscaping Maintenance Areas

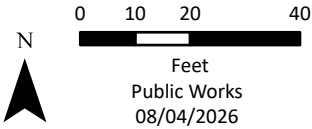


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Islands and Medians
Shug Jordan Pkwy and Richland Rd.



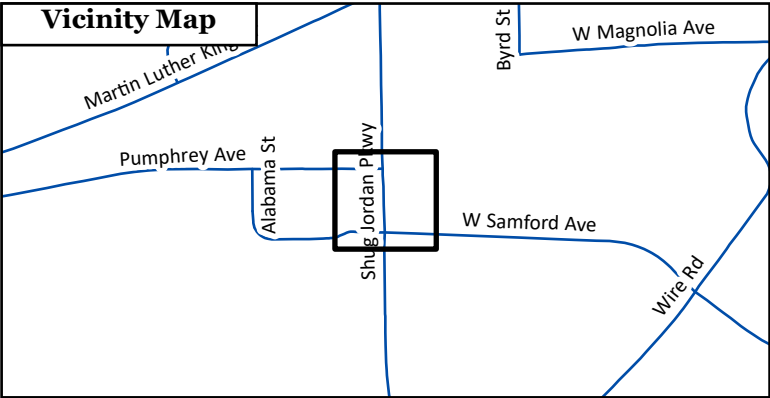
 Landscaping Maintenance Areas



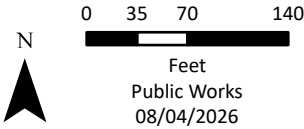
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Islands and Medians

Shug Jordan Pkwy at E Samford Ave. and Pumphrey Ave.

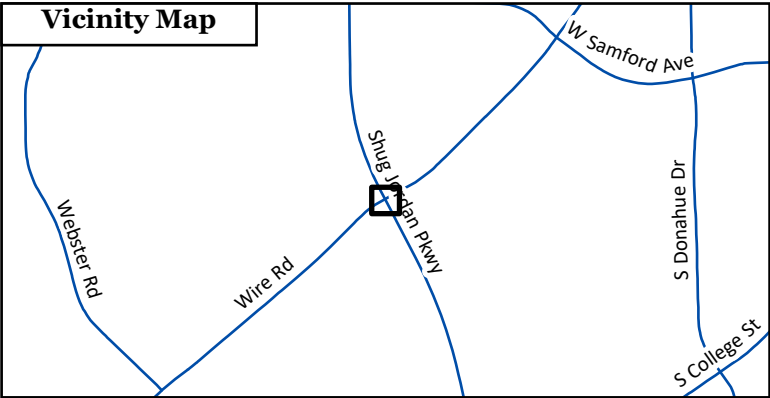
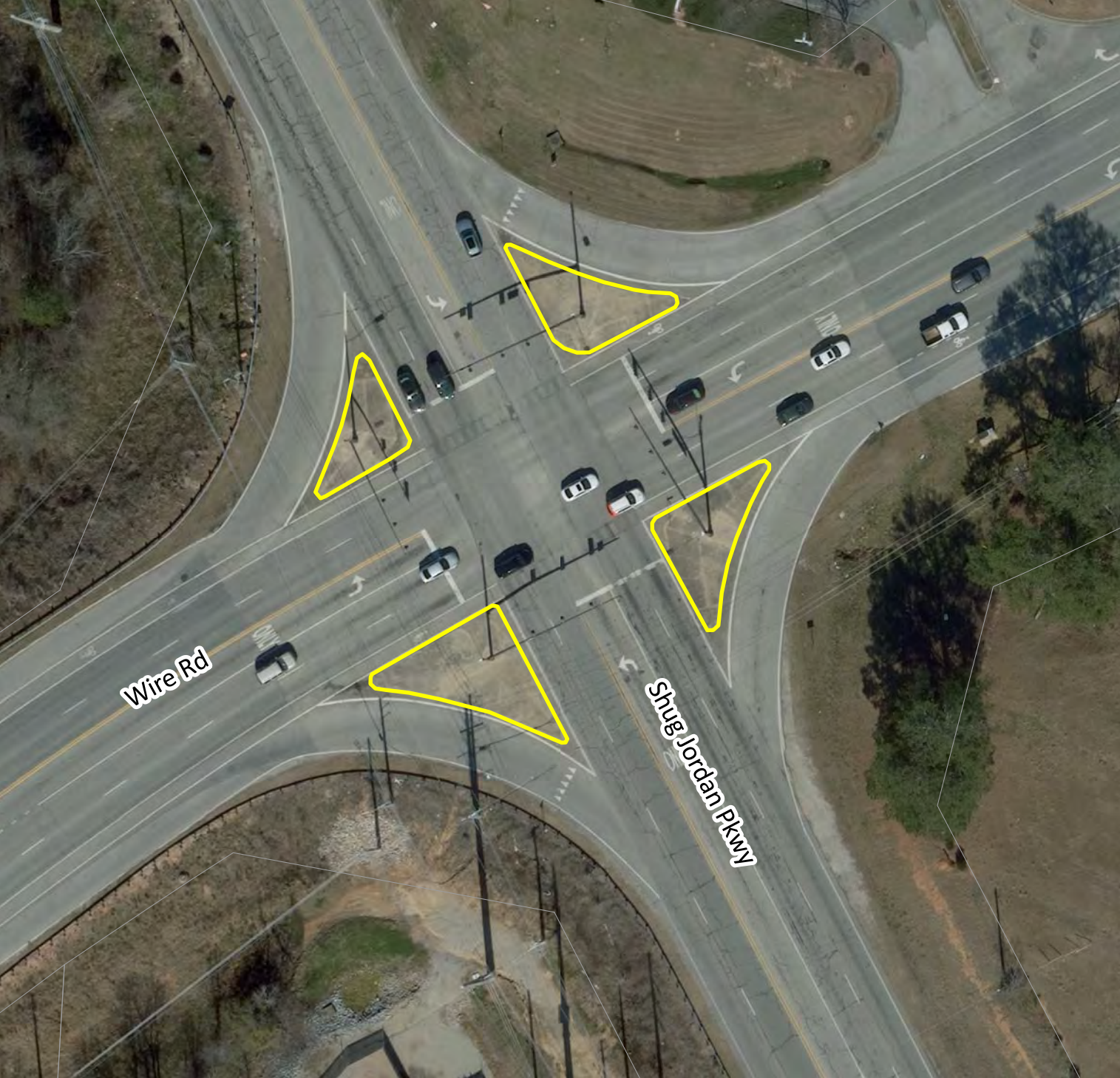


 Landscaping Maintenance Areas

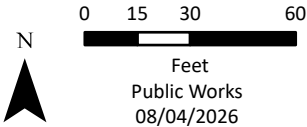


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Islands and Medians
Shug Jordan Pkwy and Wire Rd.

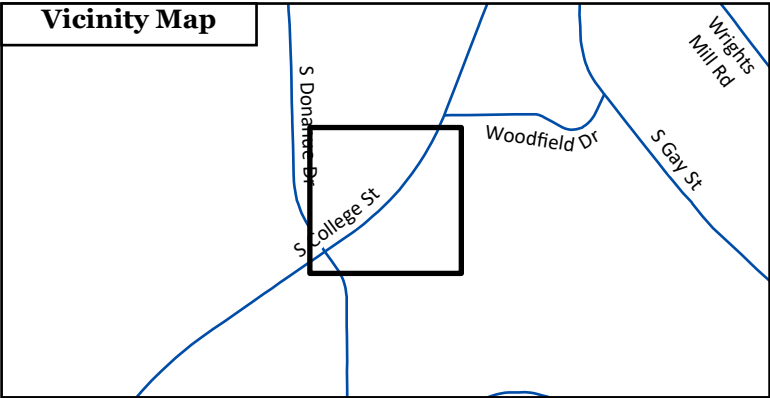


 Landscaping Maintenance Areas

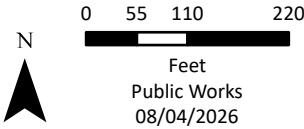


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Islands and Medians
S. College St.

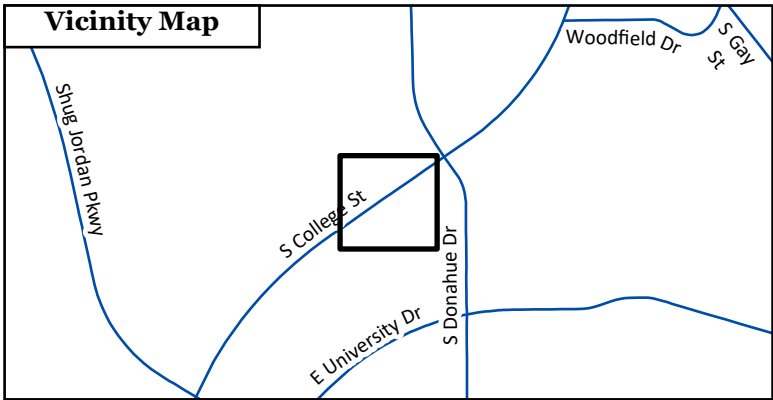


 Landscaping Maintenance Areas

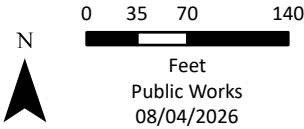


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Islands and Medians
S. College St.

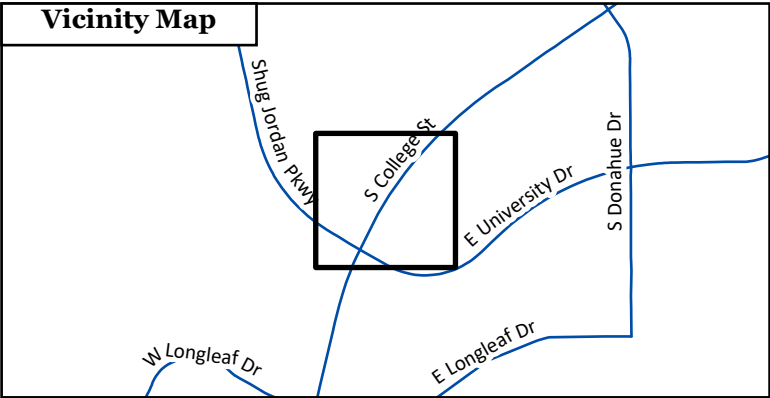
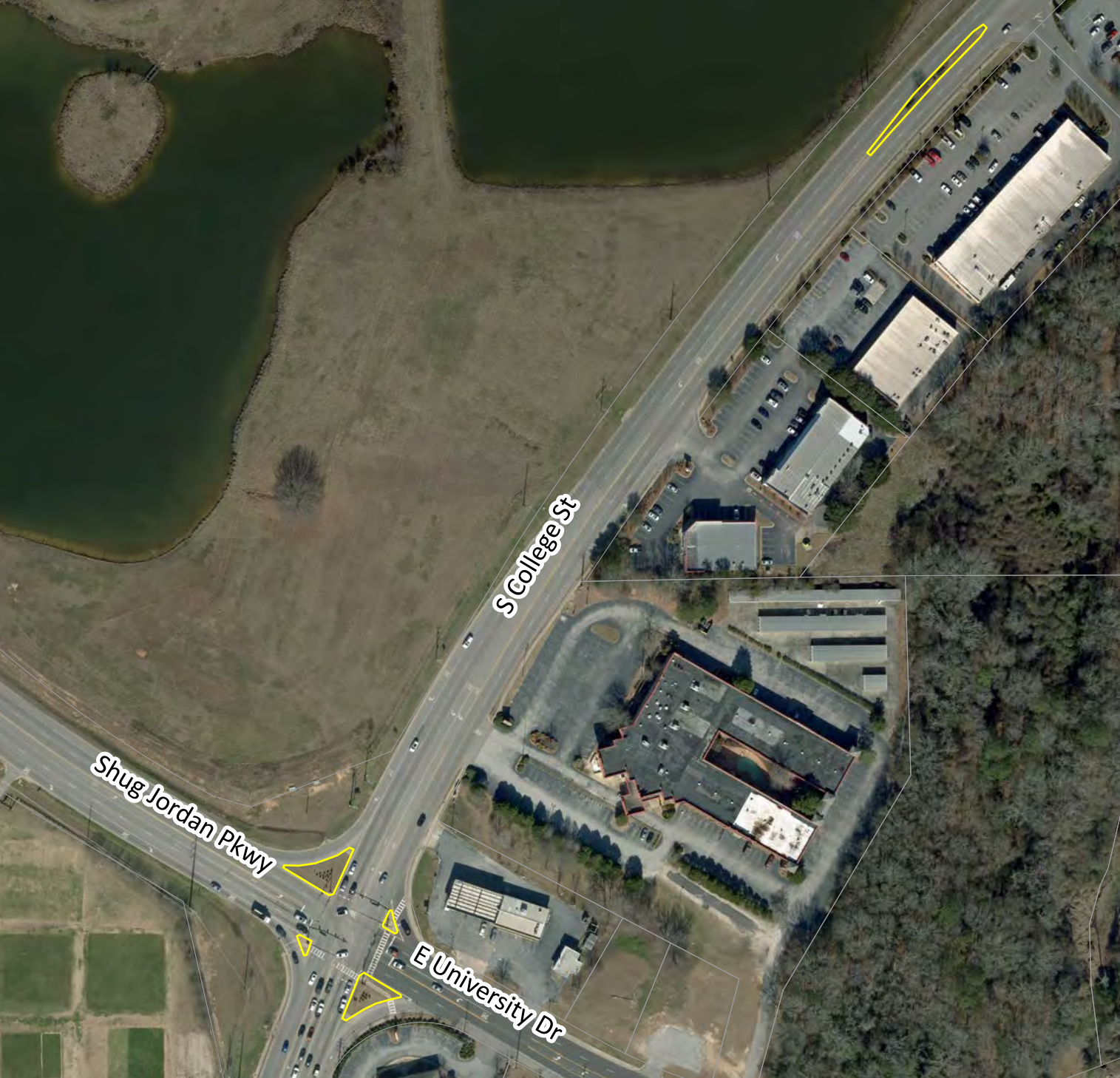


 Landscaping Maintenance Areas

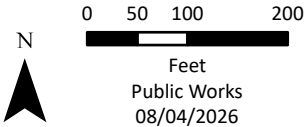


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Islands and Medians
S. College St.

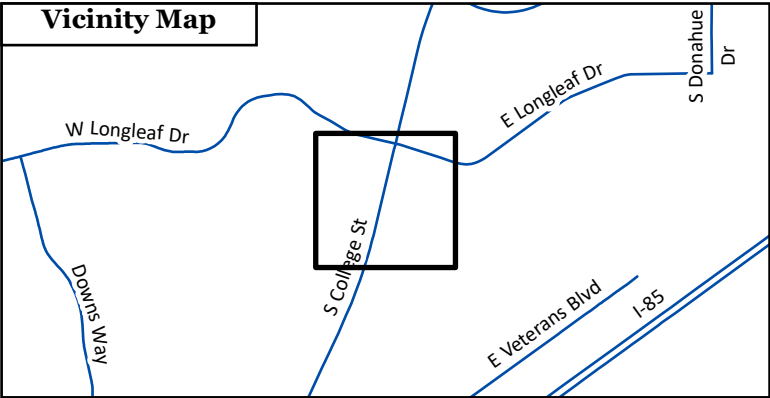
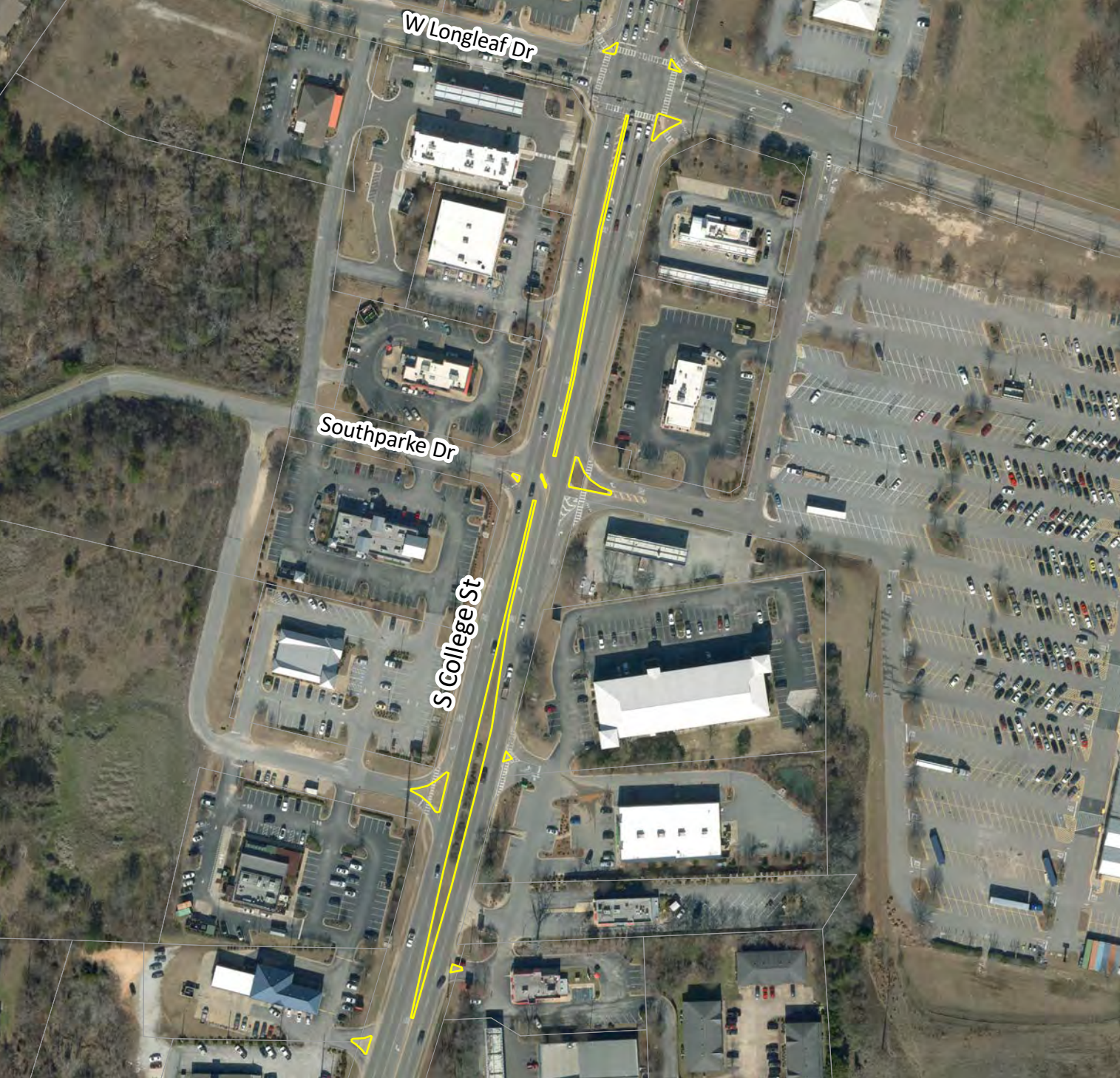


 Landscaping Maintenance Areas

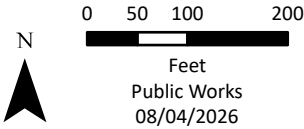


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Islands and Medians
S. College St.

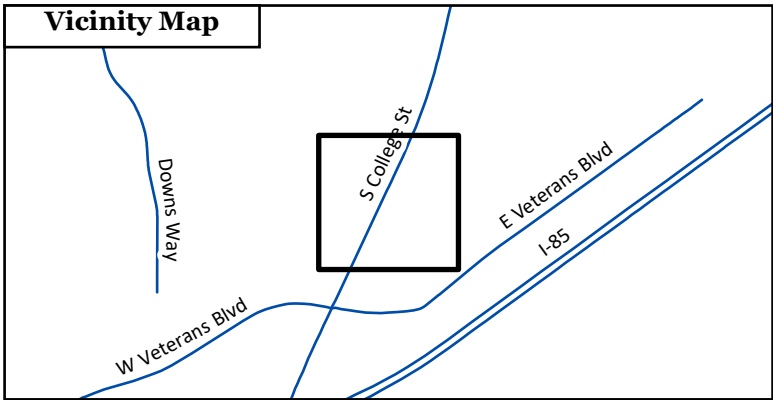


 Landscaping Maintenance Areas

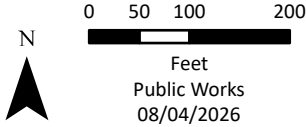


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Islands and Medians
S. College St.

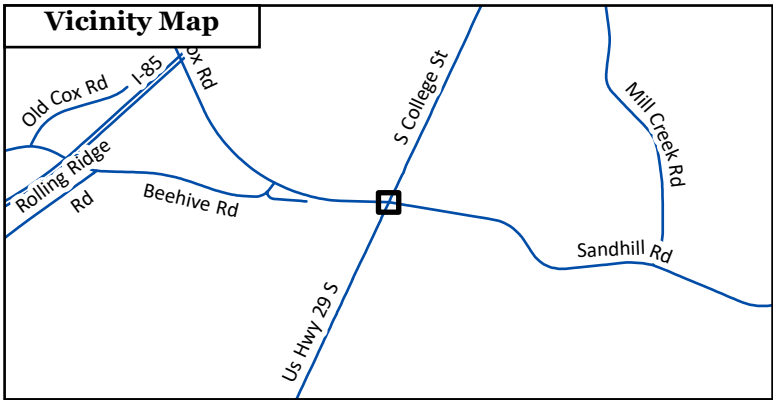


 Landscaping Maintenance Areas

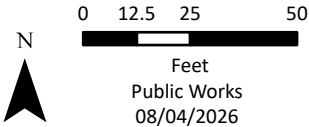


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Islands and Medians
S. College St. and Sandhill Rd.

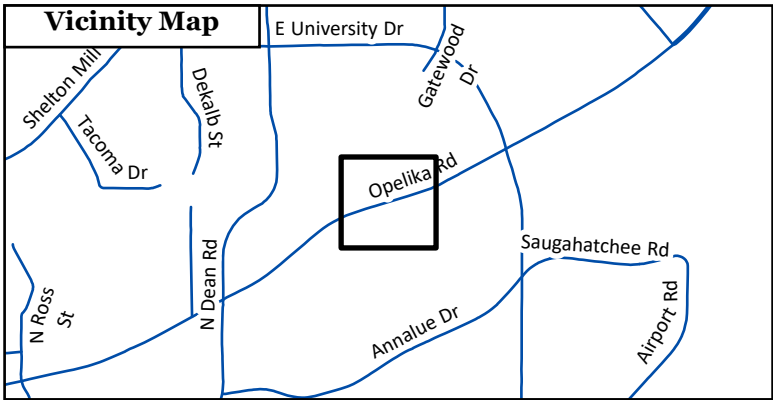


 Landscaping Maintenance Areas

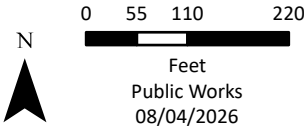


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Islands and Medians
Opelika Rd.

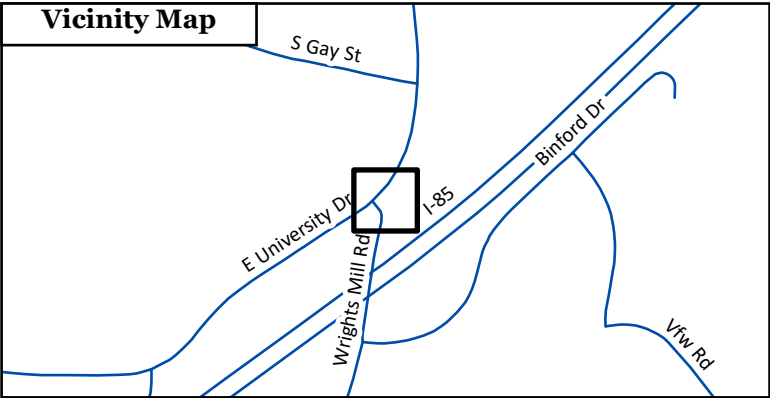


 Landscaping Maintenance Areas

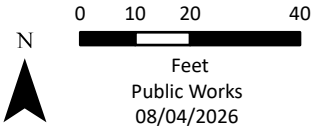


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Islands and Medians
East University Dr. and Wright's Mill Rd.



 Landscaping Maintenance Areas



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APPENDIX B. MONTHLY SERVICE REPORT

City of Auburn

Monthly Landscape Maintenance Service Report – Islands, Medians, Roundabouts, and Selected Streetscapes

This report is to be submitted with each monthly invoice.

Contractor _____

Report Submission Date _____

Reporting Month/Year _____

Work Locations and Services Completed

	Growing Season Maintenance (4/1 – 9/30)		Dormant Season Maintenance (10/1 – 3/31)		Pre-emergent Weed Control		Post-emergent Weed Control		Fertilization		Mulch/Pine Straw		Litter and Debris Removal		Shrub/Plant Maintenance		Bed Edge Maintenance		Minor Repairs and Erosion Control	
	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date
Roundabout - N College and Farmville																				
Roundabout - Wire and Cox																				
Roundabout - Wire Rd. Soccer Complex																				
Streetscape - Moore's Mill Welcome Sign and Islands																				
Streetscape - HWY 14 Welcome Sign																				
Streetscape - N College St Welcome Sign																				
Streetscape - Opelika Rd Welcome Sign																				
Streetscape - S College St Welcome Sign																				
Streetscape - Opelika Rd and N Ross St																				
Streetscape - Moore's Mill Rd and East University Dr																				
Streetscape - MLK Dr																				
Islands and Medians - E Glenn Ave																				

	Growing Season Maintenance (4/1 – 9/30)		Dormant Season Maintenance (10/1 – 3/31)		Pre-emergent Weed Control		Post-emergent Weed Control		Fertilization		Mulch/Pine Straw		Litter and Debris Removal		Shrub/Plant Maintenance		Bed Edge Maintenance		Minor Repairs and Erosion Control	
	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date	YES/NO	Date
Islands and Medians - East University Dr																				
Islands and Medians - Opelika Rd																				
Islands and Medians - Shug Jordan Pkwy																				
Islands and Medians - S College St																				
Islands and Medians - Bent Creek Rd																				

Contractor Certification

I certify that the services documented in this Monthly Service Report were performed in accordance with the Contract Documents and that the information contained herein is true and correct.

Contractor Representative: _____

Signature: _____

Date: _____