

# Agenda Item Summary

Item No. 8 c 2

**Council Meeting Date**

March 12, 2024

**Department**

Public Works

**Submitted By**

Dan Ballard

**Agenda Section**

Consent

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**Name and address of person(s) or business(es) this item affects:**

Rotolo Consultants, Inc.  
38001 Brownsvillage Rd. Slidell, LA 70460 [Headquarters]  
6800 US-280 Alexander City, AL 35010 [Regional Office]

City of Auburn

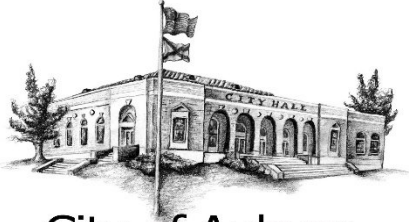
**Description of item under consideration**

Resolution authorizing the City Manager to execute a contract with Rotolo Consultants, Inc., to perform comprehensive landscape maintenance at the I-85 Interchange of Exit 57 (Bent Creek Road) in the amount of \$54,647.82. The contract is for services rendered between April 1, 2024, and March 31, 2025, and allows for two (2) one (1) year renewals at the City's discretion.

**Why is Council action needed?**

City Council action is needed to authorize purchases in excess of \$30,000.

**Is this a budgeted item?:**     Yes



**City of Auburn**  
Home of Auburn University

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MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Executive Director of Public Services

FROM: Daniel Ballard, Public Works Director

DATE: February 23, 2024

SUBJECT: Landscape Maintenance of I-85 Interchange at Exit 57 (Bent Creek Road)

The Public Works Department is requesting City Council approval to enter a contract with Rotolo Consultants, Inc, for the provision of landscape maintenance services at the I-85 Interchange at Exit 57 (Bent Creek Road). Landscape maintenance at this interchange is necessary to comply with an existing cooperative maintenance agreement with the Alabama Department of Transportation, and is necessary to maintain safe and aesthetically pleasing gateways and corridors to the City.

The City of Auburn solicited bids from area contractors for the costs of labor, equipment, and materials necessary to complete the annual Landscape Maintenance of I-85 Interchange at Exit 57. The following bids were received on February 15, 2024:

<u>Contractor:</u>	<u>Base Bid Price/Base + Alternates Price:</u>
Cutting Edge Lawn Care, LLC	\$43,560/\$69,860
Rotolo Consultants, Inc.	\$29,455.83/\$54,647.82

In consideration of the bids received, the approved budget, and the need for the elected alternates identified as Items 03, 04, 05, 06, 07, 08, and 09, I recommend execution of a contract with Rotolo Consultants, Inc., in the amount \$54,647.82/year for this project. The contract is for services rendered between April 1, 2024, through March 31, 2025, and allows for two (2) one (1) year renewals at the City's discretion.

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to maintain safe and attractive landscaping on its interstate interchanges, for the purpose of enhancing the aesthetic quality of the City's principal corridors and gateways; and

WHEREAS, the City Council of the City of Auburn authorized a cooperative maintenance agreement with the Alabama Department of Transportation, committing the City of Auburn to maintaining the I-85 interchange at Exit 57 in a clean and attractive appearance; and

WHEREAS, the City Council of the City of Auburn has solicited sealed bids, as required under Alabama law, for the costs of labor, materials, and equipment necessary to complete the annual Landscape Maintenance of I-85 Interchange at Exit 57; and

WHEREAS, Rotolo Consultants, Inc., submitted the lowest responsive bid, with a base bid of \$29,455.83, and totaling \$54,647.82 with elected alternates.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a landscape maintenance contract with Rotolo Consultants, Inc., to provide comprehensive landscape maintenance of the I-85 Interchange at Exit 57.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 12<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager



City of Auburn

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HOME OF AUBURN UNIVERSITY

# **LANDSCAPE MAINTENANCE OF I-85 INTERCHANGE AT EXIT 57**

**Professional Landscape Architect: Daniel Ballard**

City of Auburn  
Public Works Department  
365-B North Donahue Drive  
Auburn, Alabama 36832  
(334) 501-3000

LANDSCAPE MAINTENANCE OF I-85 INTERCHANGE AT EXIT 57

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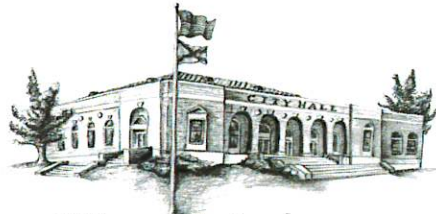
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Please refer to the Publications tab located at <http://www.auburnalabama.org/pw> for the City of Auburn Standard Specifications.



**City of Auburn**  
Home of Auburn University

January 25, 2024

INVITATION TO BID

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.

Sealed bids will be received by the City of Auburn, Alabama, until **10:00 a.m., local time**, on **Thursday, February 15, 2024**, in the Finance Conference Room, 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 OF I-85 INTERCHANGE AT EXIT 57**

The work will consist principally of the following approximate quantities:

ITEM	DESCRIPTION	UNIT	QUANTITY
01	Growing Season Landscape Maintenance - Includes bi-weekly mowing of all grassed areas, edging of all landscape beds, trimming/weed-eating of grass around all vertical objects, and blowing of pine straw around all landscape beds to establish a well-defined rolled/tucked bedline within the service areas identified in the attached figures between the dates of April 1 and September 30 of the contract year.	Lump Sum	1
02	Dormant Season Landscape Maintenance – Includes mowing of all grassed areas, edging of all landscape beds, trimming/weed-eating of grass around all vertical objects, and blowing of pine straw around all landscape beds to establish a well-defined rolled/tucked bedline within the service area identified in the attached figures as-needed to maintain a clean and manicured appearance between October 1 and March 31 of the contract year. At a minimum, these services shall be	Lump Sum	1

	performed once per month during this period, and at no point shall the grass height exceed 12 inches.		
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**ALTERNATES:**

03	Two seasonally appropriate pre-emergent herbicide applications per year within all landscape beds, one occurring in October and one occurring in February. The contractor may adjust the dates of these applications at the approval of the City. All applications shall follow the recommended application rate specified by the manufacturer.	Lump Sum	1
04	Use of post-emergent herbicide application as necessary to control weeds within all landscape beds during the service period.	Lump Sum	1
05	Two longleaf pine straw applications per year, one occurring in April and one occurring in September. Longleaf pine straw shall be applied at a minimum uniform depth of 3". The contractor may adjust the dates of these applications at the approval of the City.	Lump Sum	1
06	Traffic control as necessary to complete work	Lump Sum	1
07	Pruning of all shrubs once during the annual service period. All pruning is to be conducted using methods appropriate to each species, pruning shall be performed to improve the appearance, health, and vigor of the shrubs, and shall be performed at a seasonally appropriate time.	Lump Sum	1
08	Branch pruning of all trees as directed by the City. The trees will be evaluated annually by the City, and the City will coordinate all necessary branch pruning with the contractor. Pruning will be performed in accordance with International Society of Arboriculture and ANSI A300 standards and will be limited to pruning that can be performed from the ground with power tools and hand tools (pole saws, pruners, etc.).	Each	279
09	Litter collection, removal, and disposal. All visible litter within the defined service area will be collected, removed, and properly disposed offsite during each service visit.	Lump Sum	1



Plans, specifications, and contract documents are open to public inspection, free of charge, in the Public Works Department located at 365-B North Donahue Drive, Auburn, Alabama. Upon request, a digital copy of the plans and specifications will be provided by email at no cost. Please contact **Cody Kiefer**, Project Manager, at 334.849.7087 or [ckiefer@auburnalabama.org](mailto:ckiefer@auburnalabama.org) for information on obtaining these plans and specifications.

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.

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. The City reserves the right to select any or all bid alternatives. A bid may be considered responsive, even if only the alternatives are bid. Bids will be good for thirty (30) days after being opened by 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. 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.

Bids must be submitted upon the standard 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



Auburn, Alabama 36830

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

**BID: LANDSCAPE MAINTENANCE OF I-85 INTERCHANGE AT EXIT 57**  
**OPENING: 10:00 A.M., LOCAL TIME**  
**DATE: THURSDAY, FEBRUARY 15, 2024**  
**STATE LICENSE NO.**

Documentation of the issuance of a State contractor's license as required under Title 34, Chapter 8 of the Code of Alabama, 1975, shall be included with the bid proposal and shall be required as a requirement of the award of the contract. State license number and expiration date should be clearly and plainly marked on the outside of the bid proposal envelope.

The successful low bidder is responsible for acquiring the appropriate business licenses and permits to conduct work within the City of Auburn. In accordance with Section 39-3-5 of State Code, any non-Alabama bidder must submit a written opinion from an attorney stating the amount and criteria, if any, of local preference granted by law to non-residence businesses in his state of residence. In addition to the business license and permit requirements, the bidder will be subject to the remittance of all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes. For tax and licensing questions, contact the Revenue Office at 334.501.7239.

Award of the contract, if to be awarded, will be made within thirty (30) calendar days after opening of bids and will be 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.

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 small businesses, minority businesses and women-owned businesses are given opportunities to provide the above-mentioned services or materials 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.

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.

Please note that the City of Auburn has a mandatory Partial Payment Request form that must be completed and submitted by the contractor before payment is considered. A copy of the required form is included in the "Information to Bidders". Payments are mailed on each Friday of the month. Pay requests must be reviewed and approved by the appropriate City representative (architect, if applicable, inspector, project manager and department head) and received by Accounts Payable at least seven (7) days prior to the scheduled mailing date. 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.

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 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.

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 sub-contractors in connection with the work to be performed under this contract. This obligation survives the payment of any losses by the Contractor's insurance company.

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.

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

For specific information concerning this service, please contact **Cody Kiefer** at 334.849.7087. All questions regarding this invitation to bid shall be submitted by email to [ckiefer@auburnalabama.org](mailto:ckiefer@auburnalabama.org) no later than 10:00 AM on Friday, February 2, 2024.

## INSTRUCTIONS TO BIDDERS

1. Contract Documents. The "Advertisement for Bids", the "Instruction to Bidders", the "Proposal", the "Agreement", the "General Conditions", the "Drawings", the "Specifications", the "Contract", the "Performance Bond", the "Labor and Material Payment Bond", the "Proposal 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 Proposals. Envelopes containing proposals 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 proposal by mail or otherwise.

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

### **LANDSCAPE MAINTENANCE OF I-85 INTERCHANGE AT EXIT 57**

Bids will be opened on **Thursday, February 15, 2024, 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 Proposals. The City reserves the right to reject any or all Proposals. Without limiting the generality of the foregoing, any Proposal which contains incomplete, obscure or irregular material or information may be rejected; any Proposal which omits a Proposal on any one or more items in the price sheet may be rejected; any Proposal in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any Proposal accompanied by an insufficient or irregular Proposal bond, certified or cashier's check may be rejected.

5. Proposal Bond. All Proposals shall be accompanied by a Proposal 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 Proposal bond or check must be enclosed in the same envelope with the Proposal. The amount of the Proposal bond or check will be at least five percent (5%) of the amount of Proposal (**not to exceed \$10,000.00**). All such Proposal bonds or checks will be returned to the respective bidders within ten (**10**) days after Proposals are opened, except those which the City elects to hold until the successful bidder has executed the Contract. Thereafter all remaining Proposal bonds and checks, including the Proposal bond or check of the successful bidder, will be returned within ten (**10**) days.

6. Acceptance of Proposals and Its Effect. All Proposals shall be Irrevocable for a period of thirty **(30)** days after proposal opening. Within thirty **(30)** days after the opening of the Proposals, the City of Auburn will act upon them. The acceptance of a proposal 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 Proposal. The acceptance of a Proposal shall bind the successful bidder to execute and perform the Contract and to be responsible for liquidated damages as provided in Paragraph 8. 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 the proposal, plans, and specifications, 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 Proposal. The damages to the City for such breach shall include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Proposal bond or certified or cashier's check accompanying the Proposal of such bidder shall be retained by the City of Auburn, Alabama as liquidated damages for such breach. In the event any bidder whose Proposal 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 proposals, the Contract will be awarded by the City to the bidder who has submitted the lowest Proposal determined by the sum of the following.

For a Lump Sum Proposal:

- 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 the City;
- Amount of management fees called for in Proposal.

For a Unit Price Proposal:

Sums of unit price work based on quantities given in schedule;  
Algebraic sum of alternatives elected by City after opening of Proposals;  
Amount of management fees called for in Proposal.

9. Time for Beginning and Completing the Work. The Contractor shall commence the work within ten (10) consecutive calendar days after the date specified in the Notice to Proceed given to him by the City Manager of the City of Auburn to commence work, and he shall complete the work within **(365)** consecutive calendar days after the date specified in the Notice to Proceed. *Time charges begin on day 11. The contractor should account for normal rain during the anticipated contract service time period. No additional days will be granted for rain within the normal rainfall amount. If necessary, time extensions will be granted for delays above normal rainfall.*

10. Prices. In case of discrepancy between the prices quoted in the Proposal 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 Proposal. The City reserves the right to postpone the date for presentation and openings of Proposals and will give notice by registered mail of any such postponement to each prospective bidder. Proposals 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. Liquidated Damages. Time is of essence in this contract. The City will allow **(365)** consecutive calendar days from the start date established by the written notice to proceed for completion of the services, and the Contractor will be subject to payment of Liquidated Damages in the amount of \$500.00 per calendar day for each day the contract remains incomplete



(considering additional time which may be allowed the Contractor by the City for completion of Extra Work) after the time allowed in the contract.

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

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

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

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

19. 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.

20. 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.

## PROPOSAL

TO: CITY OF AUBURN, ALABAMA

Submitted: February 15, 2024.

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 proposal 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 OF I-85 INTERCHANGE AT EXIT 57**

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 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 Bidder further proposes and agrees hereby to commence the work with an adequate force, materials, and equipment at the time stated in the notice to the Contractor from the City to proceed and fully complete performance of the base bid work and any elected alternate bid work within three hundred sixty-five **(365)** calendar days from and after the date stated in said notice.



**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Rotolo Consultants, Inc.  
as Principal, and Swiss Re Corporate Solutions America Insurance Corporation  
as Surety, are held and firmly bound to the City of Auburn, Alabama hereinafter called "Obligee"  
or "City" in the penal sum of Five percent of the amount of the proposal  
not to exceed \$10,000.00 Dollars (\$5%) for  
the payment of which we hereby jointly and severally bind ourselves, successors and assigns.  
Signed this the 15th day of February, 2024.

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

**LANDSCAPE MAINTENANCE OF I-85 INTERCHANGE AT EXIT 57**

THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternative,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver the Contract attached hereto (properly completed in accordance with said Proposal) 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 Proposal,

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 Proposal; 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.

Rotolo Consultants, Inc.  
\_\_\_\_\_  
PRINTED NAME OF CONTRACTOR

Rotolo Consultants, Inc.  
\_\_\_\_\_  
PRINTED NAME OF PRINCIPAL


SEAL

BY:  \_\_\_\_\_

ITS: CFO \_\_\_\_\_

Swiss Re Corporate Solutions America Insurance Corporation  
\_\_\_\_\_  
SURETY

SEAL

BY:  \_\_\_\_\_

ITS: Tawanda A. Weatherspoon, Attorney In Fact \_\_\_\_\_

**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.



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

MARKHAM R. McKNIGHT, CHARLOTTE L. WRIGHT, THOMAS M. SANDAHL, TRENT J. SANDAHL, TROY P. WAGENER, WILLIAM G. McKNIGHT, TAWANDA A. WEATHERSPOON, MARY E. KLEINPETER, STEPHANIE S. McKNIGHT, CHARLES E. REAGIN, III, BRENDA G. ORTEGO, RHONDA S. CROOKS, THEODORE J. EASTIN, AND EDWARD L. KINNEY, JR., JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of February, 20 24

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



**LANDSCAPE MAINTENANCE OF I-85 INTERCHANGE AT EXIT 57**

**BASE BID PROPOSAL**

**SCHEDULE OF ESTIMATED QUANTITIES AND BID PRICES**

ITEM	DESCRIPTION	UNIT	QUANTITY	COST	TOTAL COST
01	Growing Season Landscape Maintenance - Includes bi-weekly mowing of all grassed areas, edging of all landscape beds, trimming/weed-eating of grass around all vertical objects, and blowing of pine straw around all landscape beds to establish a well-defined rolled/tucked bedline within the service areas identified in the attached figures between the dates of April 1 and September 30 of the contract year.	Lump Sum	1	\$19,637.22	\$19,637.22
02	Dormant Season Landscape Maintenance – Includes mowing of all grassed areas, edging of all landscape beds, trimming/weed-eating of grass around all vertical objects, and blowing of pine straw around all landscape beds to establish a well-defined rolled/tucked bedline within the service area identified in the attached figures as-needed to maintain a clean and manicured appearance between October 1 and March 31 of the contract year. At a minimum, these services shall be performed once per month during this period, and at no point shall the grass height exceed 12 inches.	Lump Sum	1	\$9,818.61	\$9,818.61
<b>TOTAL BASE BID</b>		<b>\$29,455.83</b>			
Twenty-Nine Thousand, Four Hundred Fifty-five Dollars and Eighty-Three Cents					
<b>(IN WORDS)</b>					

**ALTERNATES**

ITEM	DESCRIPTION	UNIT	QUANTITY	COST	TOTAL COST
03	Two seasonally appropriate pre-emergent herbicide applications per year within all landscape beds, one occurring in October and one occurring in February. The contractor may adjust the dates of these applications at the approval of the City. All applications shall follow the recommended application rate specified by the manufacturer.	Lump Sum	1	\$258.28	\$258.28
04	Use of post-emergent herbicide application as necessary to control weeds within all landscape beds during the service period.	Lump Sum	1	\$593.56	\$593.56
05	Two longleaf pine straw applications per year, one occurring in April and one occurring in September. Longleaf pine straw shall be applied at a depth of 3" to 4". The contractor may adjust the dates of these applications at the approval of the City.	Lump Sum	1	\$14,982.48	\$14,982.48
06	All necessary traffic and safety control measures.	Lump Sum	1	INCLUDED	INCLUDED
07	Pruning of all shrubs once during the annual service period. All pruning is to be conducted using methods appropriate to each species, pruning shall be performed to improve the appearance, health, and vigor of the shrubs, and shall be performed at a seasonally appropriate time.	Lump Sum	1	\$1,523.36	\$1,523.36
08	Branch pruning of all trees as directed by the City. The trees will be evaluated annually by the City, and the City will coordinate all necessary branch pruning with the contractor. Pruning will be performed in accordance with International Society of Arboriculture and ANSI A300 standards and will be limited to pruning that can be performed from the ground with power tools and hand tools (pole saws, pruners, etc.).	Each	279	\$15.20	\$4,240.80
09	Litter collection, removal, and disposal. All visible litter within the defined service area will be collected, removed, and properly disposed offsite during each service visit.	Lump Sum	1	\$3,593.51	\$ 3,593.51

TOTAL ALTERNATES BID

\$25,191.99

Twenty-Five Thousand, One Hundred Ninety-One Dollars and Ninety-Nine Cents

(IN WORDS)

CONTRACTOR'S NAME:

Keith Dorr **BRIAN ROTOLO**

COMPANY'S NAME:

Rotolo Consultants Inc.

PHYSICAL ADDRESS:

38001 Brownsvillage Rd.

MAILING ADDRESS:

38001 Brownsvillage Rd.

CITY/STATE/ZIP CODE:

Slidell, LA 70460

TELEPHONE NUMBER:

985 - 643 - 2427

FAX NUMBER:

985 - 643 - 2691

E-MAIL ADDRESS (OPTIONAL):

maintenance@rotoloconsultants.com

 B. Rotolo, CFO

**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 Proposal, 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 OF I-85 INTERCHANGE AT EXIT 57**

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, \_\_\_\_\_ hereby attests that it is currently in compliance with Alabama Legislative Act 2016-312 (the "Act"). \_\_\_\_\_ hereby agrees to maintain compliance with the Act during the term of this Agreement. \_\_\_\_\_ 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 "Proposal", 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 PROPOSAL**

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 **April 1, 2024** and shall perform the services described in the attached proposal through **March 31, 2025**, 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 work determined in accordance with the Cost Proposal. The fee payable to the CONTRACTOR hereunder shall not exceed the "Contract Price" of \_\_\_\_\_ **and 00/100 dollars (\$X,XXX.XX)** 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 proposal, 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**

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.

(The rest of this page left intentionally blank)

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 \_\_\_\_\_  
2024.

\_\_\_\_\_  
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: \_\_\_\_\_

BY: \_\_\_\_\_

Lindsay Manley  
Assistant City Clerk

Megan McGowen Crouch  
ITS CITY MANAGER

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_ hereinafter called the "Principal," and \_\_\_\_\_, hereinafter called the "Surety," are held and firmly bound unto the City of Auburn, Alabama, herein after called the "Obligee," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, entered into between the Principal and the Obligee for the

**LANDSCAPE MAINTENANCE OF I-85 INTERCHANGE AT EXIT 57**

a copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREOF, the condition of this obligation is such that the Principal shall faithfully perform the terms and conditions of the contract in all respects on its part, and shall fully pay all obligations incurred in connection with the performance of such contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature, and character, and shall save harmless the City from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such contract or other such liability resulting from negligence or otherwise on the part of such Principal, and further shall save harmless the City from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the City for all expenditures of every kind, character and description which may be incurred by the City in making good any and every default which may exist on the part of the Principal in connection with the performance of said contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations and shall give them a direct right of action against the Principal and Surety under this obligation; and further that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond within one year after the date on which the final payment on the contract falls due. Any alterations or additions which may be under the contract, or in the work to be done under it, or the giving by the City of any extension of time for the performance of the contract or any other forbearance on the part of either the City or the Principal shall not, in any way release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder. Notice to the Surety of any such alterations, extensions or forbearance is expressly waived. This obligation shall remain in full force and effect until the

performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this

\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PRINTED NAME OF CONTRACTOR

WITNESS TO SIGNATURE  
OF PRINCIPAL:

\_\_\_\_\_  
PRINTED NAME OF PRINCIPAL

\_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
TITLE

WITNESS TO SIGNATURE  
OF SURETY:

\_\_\_\_\_  
SURETY

\_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
TITLE

Countersigned:

\_\_\_\_\_  
Resident Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**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.



**LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety are held and firmly bound unto the City of Auburn, Alabama, hereinafter called the "Obligee" or "City", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated \_\_\_\_\_, 2024, hereinafter called the "Contract" for the

**LANDSCAPE MAINTENANCE OF I-85 INTERCHANGE AT EXIT 57**

which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all Subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such Subcontractors shall promptly make payment to all persons supplying him or them with labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits or said bond, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment entered thereon.

(b) The Principal and Surety hereby designate and appoint \_\_\_\_\_ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under Workers' Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceedings thereon that is instituted later than one year after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

Executed in three (3) counterparts

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
PRINTED NAME OF CONTRACTOR

WITNESS TO SIGNATURE  
OF PRINCIPAL:

\_\_\_\_\_  
PRINTED NAME OF PRINCIPAL

\_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
TITLE

WITNESS TO SIGNATURE  
OF SURETY:

\_\_\_\_\_  
SURETY

\_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
TITLE

Countersigned:

\_\_\_\_\_  
Resident Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**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.

## SPECIAL CONDITIONS

### LANDSCAPE MAINTENANCE OF I-85 INTERCHANGE AT EXIT 57

**1. BASE BID SERVICES DESCRIPTION:**

These services consist of mowing, edging, weed eating, and blowing of the defined service areas within the Interstate 85 interchange at Exit 57 within the City of Auburn, to maintain them in an attractive and safe condition year-round. All work will be confined within the defined service areas.

**ALTERNATE BID SERVICES DESCRIPTION:**

These services consist of selecting and applying appropriate pesticides (herbicides), installing pine straw, annual pruning of wood shrubs, and tree pruning as directed by the City's Urban Forestry Specialist. All work will be confined within the defined service areas.

**2. TIME OF COMPLETION:**

The contractor shall commence work on **April 1, 2024**, and shall perform the bid work **until March 31, 2025**. At its discretion, the City may elect to renew this agreement annually, for up to two (2) additional one (1) year terms.

**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 or reduce the extent of work for the purpose of budgetary control or due to extraordinary and unforeseen circumstances. The City will use the unit prices and/or prorated unit 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 unit price will be averaged and used for the pay item.

- 1) Growing Season Landscape Maintenance - Includes bi-weekly mowing of all grassed areas, edging of all landscape beds, trimming/weed-eating of grass around all vertical objects, and blowing of pine straw around all landscape beds to establish a well-defined rolled/tucked bedline within the service areas identified in the attached figures between the dates of April 1 and September 30 of the contract year.
- 2) Dormant Season Landscape Maintenance – Includes mowing of all grassed areas, edging of all landscape beds, trimming/weed-eating of grass around all vertical objects, and blowing of pine straw around all landscape beds to establish a well-defined rolled/tucked bedline within the service area identified in the attached figures as-needed to maintain a clean and manicured appearance between October 1 and March 31 of the contract year. At a minimum, these services shall be performed once per month during this period, and at no point shall the grass height exceed 12 inches. Two seasonally appropriate pre-emergent herbicide applications per year within all landscape beds, one occurring in October and one occurring in February. The contractor may adjust the dates of these applications at the approval of the City. All applications shall follow the recommended application rate specified by the manufacturer.
- 3) Two seasonally appropriate pre-emergent herbicide applications per year within all landscape beds, one occurring in October and one occurring in February. The contractor may adjust the dates of these applications at the approval of the City. All applications shall follow the recommended application rate specified by the manufacturer.
- 4) Use of post-emergent herbicide application as necessary to control weeds within all landscape beds during the service period.
- 5) Two longleaf pine straw applications per, one occurring in April and one occurring in September. Longleaf pine straw shall be applied at a depth of 3" to 4". The contractor may adjust the dates of these applications at the approval of the City.
- 6) All necessary traffic and safety control measures.
- 7) Pruning of all shrubs once during the annual service period. All pruning is to be conducted using methods appropriate to each species, pruning shall be performed to improve the appearance, health, and vigor of the shrubs, and shall be performed at a seasonally appropriate time.
- 8) Branch pruning of all trees as directed by the City. The trees will be evaluated annually by the City, and the City will coordinate all necessary branch pruning with the contractor. Pruning will be performed in accordance with International Society of Arboriculture standards and will be limited to pruning that can be performed from the ground with power tools and hand tools (pole saws, pruners, etc.).
- 9) Litter collection, removal, and disposal. All visible litter within the defined service area will be collected, removed, and properly disposed of during each service visit.

**NOTE: All herbicides used shall be of a non-restricted use category and applied as per the manufacturers' recommended rates, methods, and safety precautions.**

**6. HERBICIDE USAGE AND CARE:**

The Contractor shall take care not to apply 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 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.

**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. TRAFFIC CONTROL:**

All traffic control measures shall be the responsibility of the Contractor. This shall include all material, labor, and equipment needed to install and maintain required traffic control devices and utilizing flagmen as needed. All traffic control devices must conform to the "Manual on Uniform Traffic Control Devices", Latest Edition. All required traffic control measures must be installed and approved by the City of Auburn prior to any construction activities. All traffic control measures must have reflectivity as outlined in the ALDOT Specifications. The City of Auburn reserves the right to reject any items with incorrect reflectivity and placement and deny payment of the same.

If the Contractor fails to install and maintain proper traffic control measures, the City of Auburn reserves the right to immediately stop work, at no cost to the City, until such measures are installed properly.

**9. 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.

**10. 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.

**11. WORK HOURS AND ACCESS:**

The Contractor will perform no work twenty-four (24) hours before, or during, any Auburn University home football game or graduation. All interchange onramps and offramps shall remain open at all times, the Contractor shall exercise extreme caution when crossing of these ramps is necessary with vehicles and/or equipment, and no lane closures of City roads shall be performed without prior approval of the City. All request for temporary lane closures of City roads shall be submitted to the City 48 hours prior to the anticipated closure time. 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.

**12. SERVICE SCHEDULE:**

The Contractor shall provide a schedule and applicable traffic control plans to the 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.

## MEASUREMENT AND PAYMENT

### LANDSCAPE MAINTENANCE OF I-85 INTERCHANGE AT EXIT 57

#### **01 GROWING SEASON MOWING, EDGING, WEED EATING, AND BLOWING**

Work under this item shall include all labor, materials, and equipment necessary for the services of mowing of all turf, edging of all landscape beds, weed-eating/trimming of grass around all vertical objects, and blowing of pine straw around all landscape beds to establish a well-defined rolled/tucked bedline within the service areas identified and in accordance with the Contract Documents. These services are to be performed bi-weekly during the contract period between the date of April 1 and September 30.

Payment shall be based upon the unit price bid per service basis. Payment shall be issued on a monthly basis for services performed.

#### **02 DORMANT SEASON MOWING, EDGING, WEED EATING, AND BLOWING**

Work under this item shall include all labor, materials, and equipment necessary for the services of mowing of all turf, edging of all landscape beds, weed-eating/trimming of grass around all vertical objects, and blowing of pine straw around all landscape beds to establish a well-defined rolled/tucked bedline within the service areas identified and in accordance with the Contract Documents. These services are to be performed as-needed during the contract period between the dates of October 1 and March 31.

Payment shall be based upon the unit price bid per service basis. Payment shall be issued on a monthly basis for services performed.

#### **03 PRE-EMERGENT HERBICIDE APPLICATIONS**

Work under this item shall include all labor, materials, and equipment necessary for the application of two seasonally appropriate pre-emergent herbicide applications per year within all landscape beds, one occurring in October and one occurring in February. The contractor may adjust the dates of these applications at the approval of the City. All applications shall follow the recommended application rate and directions for use specified by the manufacturer.

Payment shall be based upon the unit price bid per service basis. Payment shall be issued on a monthly basis for services performed.

#### **04 POST-EMERGENT HERBICIDE APPLICATIONS**

Work under this item shall include all labor, materials, and equipment necessary for the application of post-emergent herbicide as necessary to control weeds within all landscape beds during the service period. All applications shall follow the recommended application rate and directions for use specified by the manufacturer.



Payment shall be based upon the unit price bid per service basis. Payment shall be issued on a monthly basis for services performed.

**05 PINE STRAW APPLICATIONS**

Work under this item shall include all labor, materials, and equipment necessary for the application of two longleaf pine straw applications per contract year, one occurring in April and one occurring in September. Longleaf pine straw shall be applied at a depth of 3" to 4". The contractor may adjust the dates of these applications at the approval of the City.

Payment shall be based upon the unit price bid per service basis. Payment shall be issued on a monthly basis for services performed.

**06 TRAFFIC CONTROL**

Work under this item shall include all labor, materials, and equipment necessary for the installation and maintenance of required traffic control devices and utilization of flagmen as-needed. All traffic control devices must conform to the "Manual on Uniform Traffic Control Devices", Latest Edition. All required traffic control measures must be installed and approved by the City of Auburn prior to any construction activities. All traffic control measures must have reflectivity as outlined in the ALDOT Specifications. The City of Auburn reserves the right to reject any items with incorrect reflectivity and placement and deny payment of the same.

Payment shall be based upon the unit price bid per service basis. Payment shall be issued on a monthly basis for services performed.

**07 PRUNING OF ALL SHRUBS**

Work under this item shall include all labor, materials, and equipment necessary for the pruning of all woody shrubs one time during the annual service period. All pruning is to be conducted using methods appropriate to each species, pruning shall be performed to improve the appearance, health, and vigor of the shrubs, and shall be performed at a seasonally appropriate time.

Payment shall be based upon the unit price bid per service basis. Payment shall be issued on a monthly basis for services performed.

**08 TREE PRUNING**

Work under this item shall include all labor, materials, and equipment necessary for branch pruning of all trees as directed by the City. The trees will be evaluated annually by the City, and the City will coordinate all necessary branch pruning with the contractor. Pruning will be performed in accordance with International Society of Arboriculture and ANSI A300 standards

and will be limited to pruning that can be performed from the ground with power tools and hand tools (pole saws, pruners, etc.).

Payment shall be based upon the unit price bid per service basis. Payment shall be issued on a monthly basis for services performed.

**09 LITTER COLLECTION, REMOVAL, AND DISPOSAL**

Work under this item shall include all labor, materials, and equipment necessary for the proper collection, removal, and disposal of all visible litter within the service area during each service visit. Litter collected shall include all paper, plastic, cardboard, Styrofoam, metal, wood, and other discarded debris that is able to be collected by hand or "trash picker" wand.

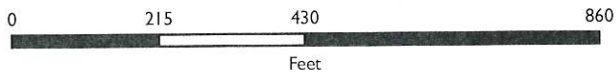
Payment shall be based upon the unit price bid per service basis. Payment shall be issued on a monthly basis for services performed.

**APPENDIX A. SERVICE AREA MAP AND LANDSCAPE PLANS**



# Interchange Landscape Maintenance

## Exit 57 (Bent Creex Road Interchange) Service Area Boundaries



 Service Area Boundaries ~18 Acres

Public Works  
12/11/2023

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.


















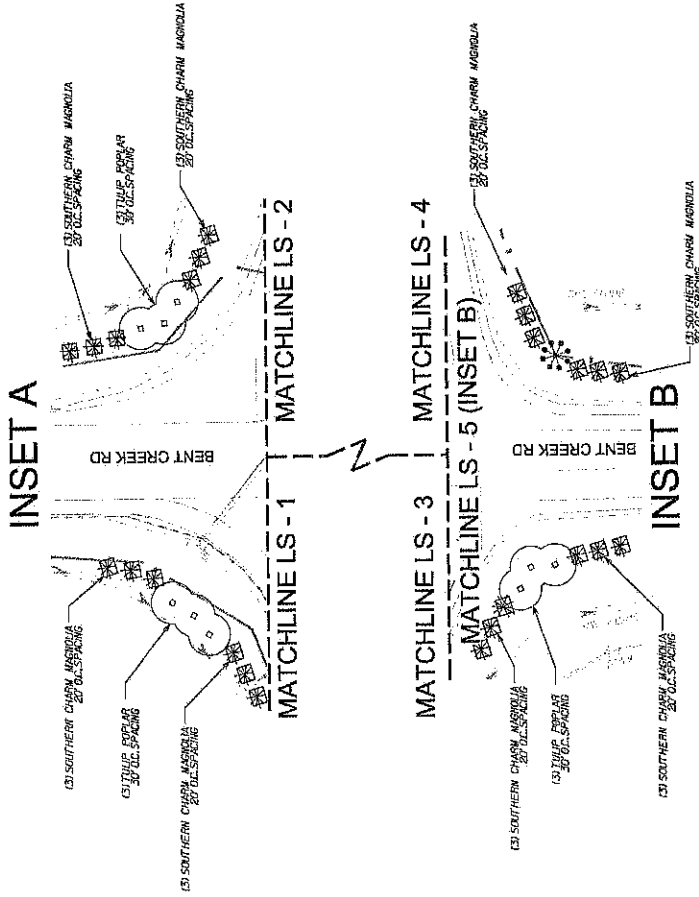
# EXIT 57 REQUIRED LANDSCAPING

REFERENCE PROJECT NO STPOA-1058(70)	FISCAL YEAR 2022	SHEET NO 10E
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## REQUIRED LANDSCAPING PLAN LS-5

### PLANT LEGEND

-  CATHEDRAL LIVE OAK
-  TULIP POPLAR
-  POND CYPRESS
-  'WILDFIRE' BLACKGUM
-  'MOON GLOW' SWEET BAY MAGNOLIA
-  TUSCARORA CREPE MYRTLE
-  'DURA HEAT' RIVER BIRCH
-  FRINGE TREE
-  LITTLE GEM MAGNOLIA
-  SOUTHERN CHARM MAGNOLIA
-  NICK'S COMPACT PFITZER JUNIPER
-  DON'S DWARF WAX MYRTLE
-  LOROPETALUM
-  PROPOSED LIGHT POLE
-  CONDUIT (UNDERGROUND)



NOTE: NO TREES ARE TO BE PLANTED WITHIN 25' OF PROPOSED LIGHT POLES.

81785 SUBER NAMES ASSOCIATION FILE SPECIFICATION55

RESPONSIBLE AGA: RUSSELL BRIAN	SUPERVISOR:	SHEET TITLE EXIT 57 REQUIRED LANDSCAPING	ROUTE F-85
DATE: APRIL 2022	DATE:	SCALE (FEET)	
		HORIZ	


















# EXIT 57 REQUIRED LANDSCAPING

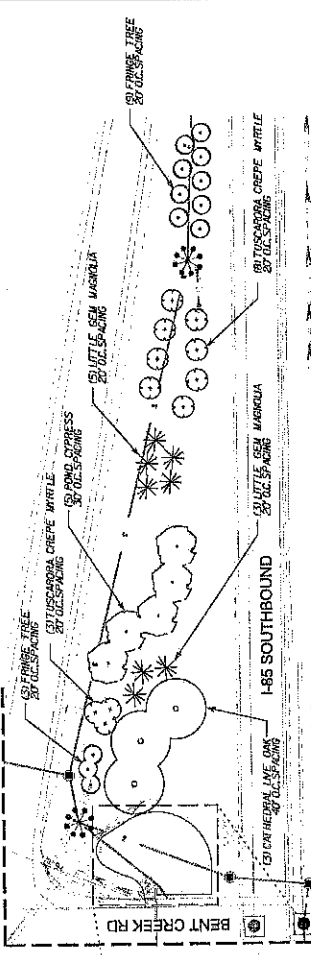
REFERENCE PROJECT NO.	STPOA-4895(70)
FISCAL YEAR	2022
SHEET NO.	188

## REQUIRED LANDSCAPING PLAN LS-2

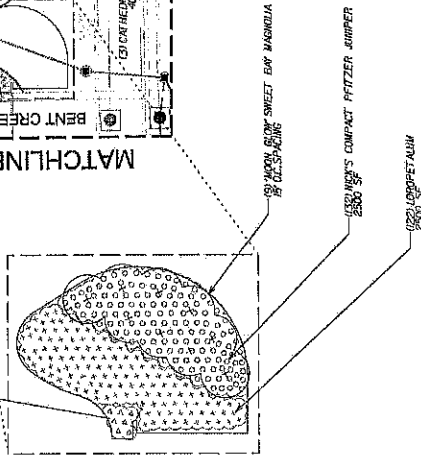
### PLANT LEGEND

-  CATHEDRAL LIVE OAK
-  TULIP POPLAR
-  POND CYPRESS
-  'WILDFIRE' BLACKGUM
-  'MOON GLOW' SWEET BAY MAGNOLIA
-  TUSCARORA CREPE MYRTLE
-  'DURA HEAT' RIVER BIRCH
-  FRINGE TREE
-  LITTLE GEM MAGNOLIA
-  SOUTHERN CHARM MAGNOLIA
-  NICK'S COMPACT PFITZER JUNIPER
-  DON'S DWARF WAX MYRTLE
-  LOROPETALUM
-  PROPOSED LIGHT POLE
-  CONDUIT (UNDERGROUND)

### MATCHLINE LS - 5 (INSET A)



### MATCHLINE LS - 4



NOTE: NO TREES ARE TO BE PLANTED WITHIN 25' OF PROPOSED LIGHT POLES.
















RESPONSIBLE AS-A: RUSSELL BRYAN	DATE: APRIL 2022	ALABAMA DEPARTMENT OF TRANSPORTATION	SCALE (FEET)	SHEET TITLE	ROUTE
SUPERVISOR	DATE:	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ	EXIT 57 REQUIRED LANDSCAPING	I-85
DATE: APRIL 2022					

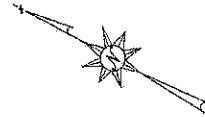
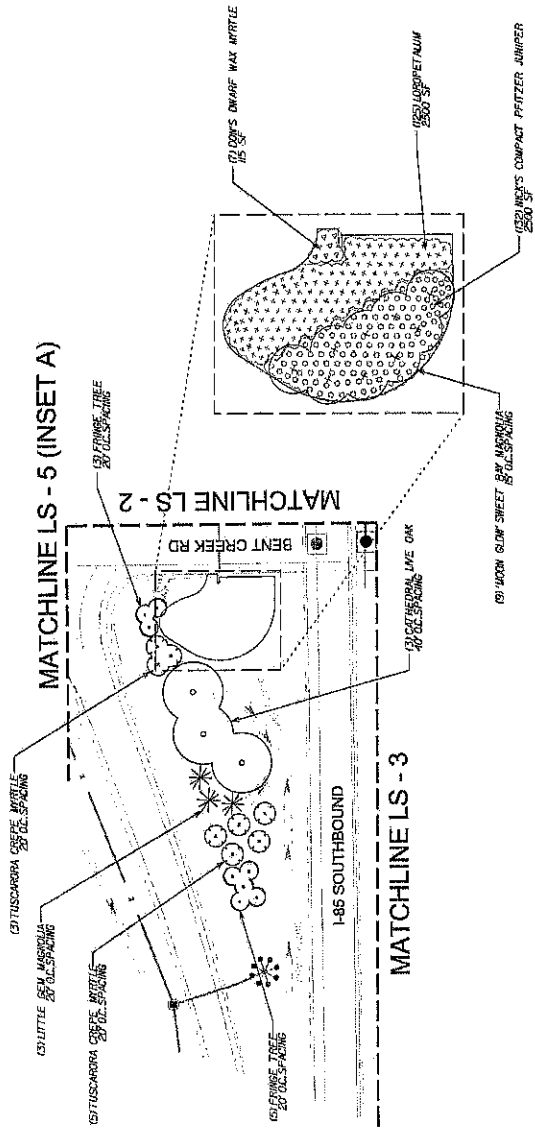
# EXIT 57 REQUIRED LANDSCAPING

REFERENCE PROJECT NO. SITPA-086870)	FISCAL YEAR 2022	SHEET NO 18A
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## REQUIRED LANDSCAPING PLAN LS-1

### PLANT LEGEND

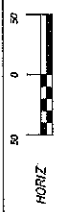
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-  TULIP POPLAR
-  POND CYPRESS
-  'WILDFIRE' BLACKGUM
-  'MOON GLOW' SWEET BAY MAGNOLIA
-  TUSCARORA CREPE MYRTLE
-  'DURA HEAT' RIVER BIRCH
-  FRINGE TREE
-  LITTLE GEM MAGNOLIA
-  SOUTHERN CHARM MAGNOLIA
-  NICK'S COMPACT PFTIZER JUNIPER
-  DON'S DWARF WAX MYRTLE
-  LOROPETALUM
-  PROPOSED LIGHT POLE
-  CONDUIT (UNDERGROUND)



NOTE: NO TREES ARE TO BE PLANTED WITHIN 25' OF PROPOSED LIGHT POLES.



RESPONSIBLE AGLA-RUSSELL BRYNN DATE: APRIL 2022	SUPERVISOR DATE:	DESIGNER: RUSSELL BRYNN DATE: APRIL 2022	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ SCALE (FEET)	ROUTE I-65	SHEET TITLE EXIT 57 REQUIRED LANDSCAPING
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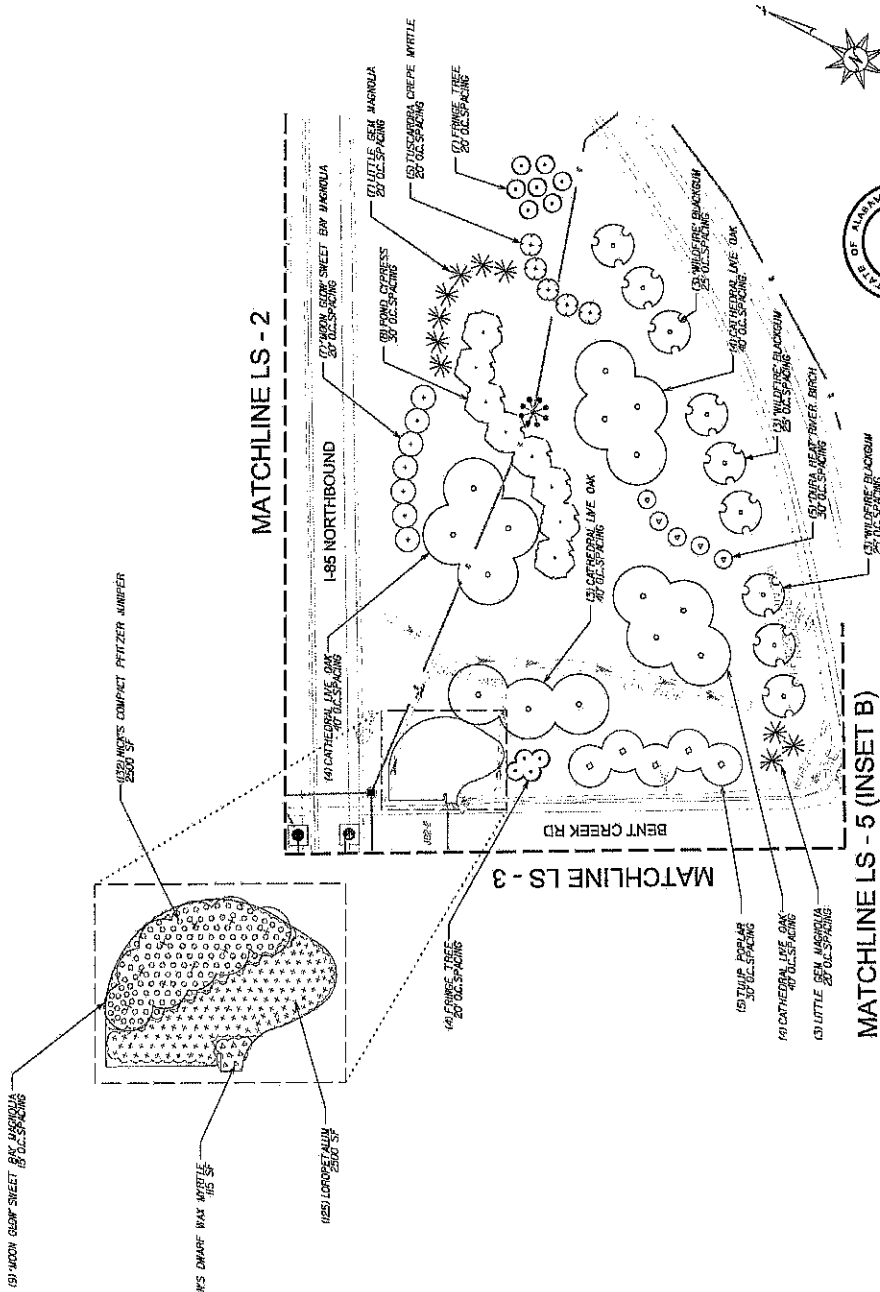
# EXIT 57 REQUIRED LANDSCAPING

REFERENCE PROJECT NO	SIFDA-HB6370
FISCAL YEAR	2022
SHEET NO	18D

## REQUIRED LANDSCAPING PLAN LS-4

### PLANT LEGEND

- CATHEDRAL LIVE OAK
- TULIP POPLAR
- POND CYPRESS
- 'WILDFIRE' BLACKGUM
- 'MOON GLOW' SWEET BAY MAGNOLIA
- TUSCARORA CREPE MYRTLE
- 'DURA HEAT' RIVER BIRCH
- FRINGE TREE
- LITTLE GEM MAGNOLIA
- SOUTHERN CHARM MAGNOLIA
- NICK'S COMPACT PFITZER JUNIPER
- DON'S DWARF WAX MYRTLE
- LOROPETALUM
- PROPOSED LIGHT POLE
- CONDUIT (UNDERGROUND)



RESPONSIBLE GSA: RUSSELL BRYAN	SUPERVISOR	ROUTE
DATE: APRIL 2022	DATE:	F-85
ALABAMA DEPARTMENT OF TRANSPORTATION		SHEET TITLE
		EXIT 57 REQUIRED LANDSCAPING
SCALE (FEET)		
HORIZ		
NOTE: NO TREES ARE TO BE PLANTED WITHIN 25' OF PROPOSED LIGHT POLES.		

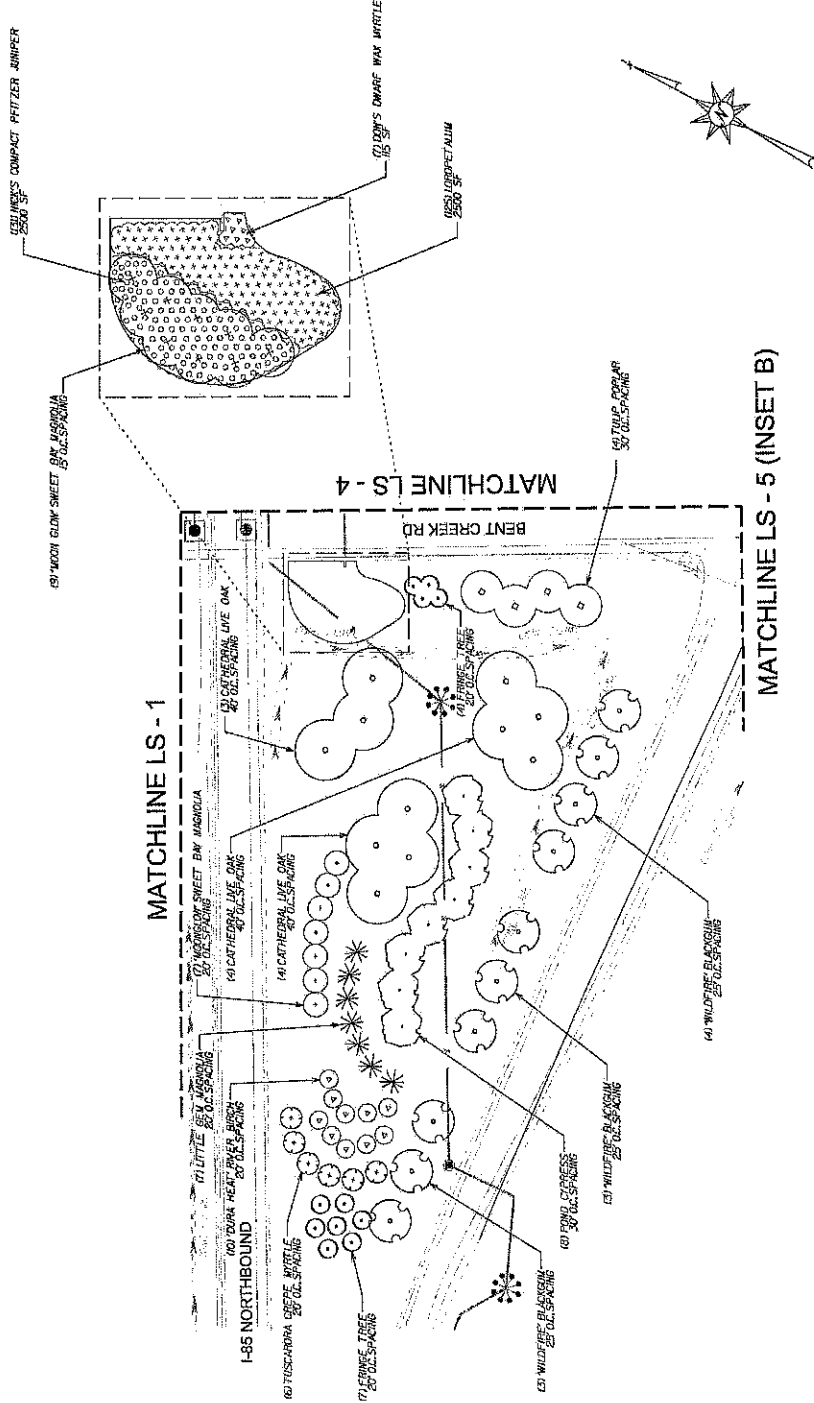
# EXIT 57 REQUIRED LANDSCAPING

## REQUIRED LANDSCAPING PLAN LS-3

REFERENCE PROJECT NO. STP04-106(570)	FISCAL YEAR 2022	SHEET NO. 18C
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### PLANT LEGEND

- CATHEDRAL LIVE OAK
- TULIP POPLAR
- POND CYPRESS
- 'WILDFIRE' BLACKGUM
- 'MOON GLOW' SWEET BAY MAGNOLIA
- TUSCARORA CREPE MYRTLE
- 'DURA HEAT' RIVER BIRCH
- FRINGE TREE
- LITTLE GEM MAGNOLIA
- SOUTHERN CHARM MAGNOLIA
- NICK'S COMPACT PRITZER JUNIPER
- DON'S DWARF WAX MYRTLE
- LOROPETALUM
- PROPOSED LIGHT POLE
- CONDUIT (UNDERGROUND)

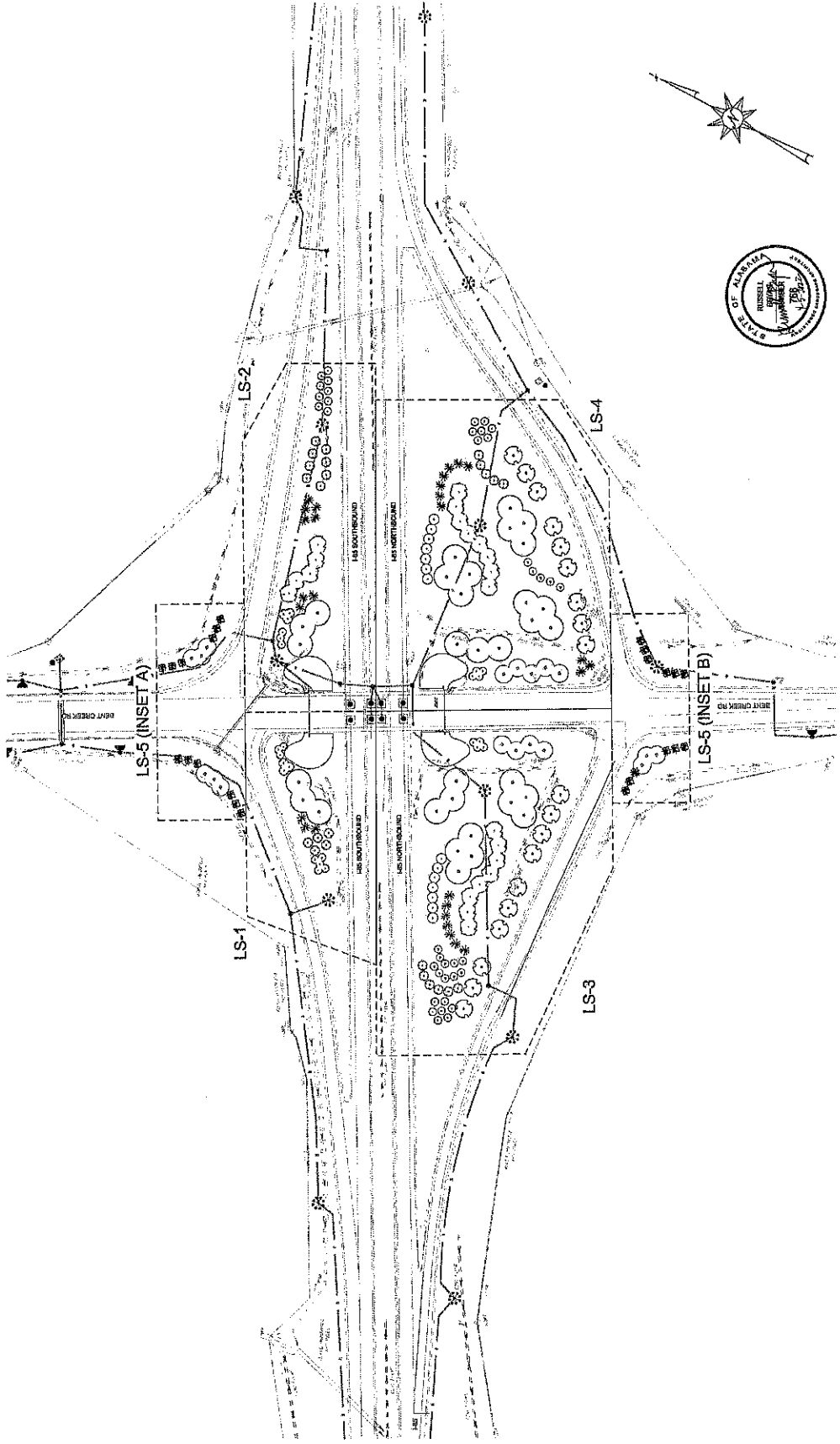


NOTE: NO TREES ARE TO BE PLANTED WITHIN 25' OF PROPOSED LIGHT POLES.

RESPONSIBLE ASLA: RUSSELL BRYAN DATE: APRIL 2022	SUPERVISOR: DATE:	DESIGNER: RUSSELL BRYAN DATE: APRIL 2022	ALABAMA DEPARTMENT OF TRANSPORTATION	SCALE (FEET) 50 0 50 HORIZ	SHEET TITLE EXIT 57 REQUIRED LANDSCAPING	ROUTE I-85
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# EXIT 57 REQUIRED LANDSCAPING

## LANDSCAPING OVERALL PLAN



ALABAMA DEPARTMENT OF TRANSPORTATION

DESIGNER: RUSSELL BRYAN  
DATE: APRIL 2022

SUPERVISOR:  
DATE:

RESPONSIBLE ASLA: RUSSELL BRYAN  
DATE: APRIL 2022

STMS

ROUTE I-85

SCALE (FEET)

HORIZ

0 100 200

EXIT 57 REQUIRED LANDSCAPING

SHEET TITLE

ROUTE I-85

REFERENCE PROJECT NO. STPOA-095(970)	FISCAL YEAR 2022	SHEET NO. 18
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# SUMMARY OF QUANTITIES

REFERENCE PROJECT NO. SFCA-1065(870)  
 FISCAL YEAR 2022  
 SHEET NO. 3E

## LANDSCAPE QUANTITIES & VEGETATION SCHEDULE

### SEASONAL APPLICATIONS-DATES & RATES

### FALL & WINTER

### REQUIREMENTS

PAY ITEM	UNIT	ITEMS	QTY	SIZE	RATES		DATES		REQUIREMENTS
					PER CU.YD.	PER CU.YD.	NOT APPLICABLE	NOT APPLICABLE	
660000P	CU. YD.	PLANT TOPSOIL	225		PER CU.YD.	NOT APPLICABLE			3" DEPTH PLANT AND HOLO-TILLAGE INTO BED PREP AREAS (TOP 6" AND 1" CY MIXED INTO BACKFILL FOR TREES PLANTED OUTSIDE OF BED PREP AREA (25 CY)
660000B	EACH	SHRUBS, JUNIPERUS CHINENSIS (PRITZERIANA COMPACTA) (NICKS COMPACT JUNIPER)	627	3 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 4.5" OC SPACING; NICKS COMPACT VARIETY RECD.
660000C	EACH	SHRUBS, LONICERATA CHINENSIS (COROPETALUM)	487	3 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 4.5" OC SPACING; NICKS COMPACT VARIETY RECD.
660000D	EACH	SHRUBS, MYRTICA PUBESULA (DOMUS DWARF WAX MYRTLE)	28	3 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 4.5" OC SPACING; DWARF VARIETY RECD.
660000E	EACH	TREES, CHONANTHUS VIRGINICUS (FRINGE TREE)	42	30 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 20" OC SPACING; MULTI-TRUNK TREE FORM / FULL CANOPY; DURA HEAT VARIETY RECD.
660000F	EACH	TREES, BETULA NIGRA (NATIF) (DURA HEAT RIVER BIRCH)	15	30 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 20" OC SPACING; MULTI-TRUNK TREE FORM / FULL CANOPY; DURA HEAT VARIETY RECD.
660000G	EACH	TREES, LAGERSTROEMIA INDICA (TUSCARORA) (TUSCARORA CREPE MYRTLE)	30	30 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 20" OC SPACING; SINGLE STRAIGHT TRUNK / FULL CANOPY
660000H	EACH	TREES, LINDENBOMBIUM TULIPIFERA (TULIP POPLAR)	18	30 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 20" OC SPACING; SINGLE STRAIGHT TRUNK / FULL CANOPY; WILD FIRE VARIETY RECD.
660000I	EACH	TREES, NYSSA SYLVATICA (WILD FIRE) (WILD FIRE BLACKGUM)	19	30 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 20" OC SPACING; SINGLE STRAIGHT TRUNK / FULL CANOPY; WILD FIRE VARIETY RECD.
660000J	EACH	TREES, TAXODIUM ASCENDENS (POND CYPRESS)	21	30 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 20" OC SPACING; SINGLE STRAIGHT TRUNK / FULL CANOPY; THE PALM VARIETY RECD.
660000K	EACH	TREES, QUERCUS VIRGINIANA (CATHEDRAL LIVE OAK)	32	30 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 40" OC SPACING; MULTI-TRUNK TREE FORM / FULL CANOPY; MOON GLOW VARIETY RECD.
660000L	EACH	TREES, MAGNOLIA VIRGINIANA (JIM WILSON) (MOON GLOW SWEETBAY MAGNOLIA)	50	30 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 40" OC SPACING; MULTI-TRUNK TREE FORM / FULL CANOPY; TEDDY BEAR VARIETY RECD.
660000M	EACH	TREES, MAGNOLIA GRANDIFLORA (SOUTHERN CHARM)	24	30 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 40" OC SPACING; SINGLE STRAIGHT TRUNK / BRANCHED TO GROUND / FULL CANOPY
660000N	EACH	TREES, MAGNOLIA GRANDIFLORA LITTLE GEM (LITTLE GEM MAGNOLIA)	25	30 GALLON	EACH	BY REQUEST ONLY	OCTOBER 1 - APRIL 30	EACH	FULL & HEALTHY PLANT; 25" OC SPACING; SINGLE STRAIGHT TRUNK / BRANCHED TO GROUND / FULL CANOPY
660000O	CU. YD.	PLANT MULCH	255		PER CU.YD.	NOT APPLICABLE			3" SURFACE APPLICATION; PLACE INTO BED PREP AREAS AND 4" 8 RAG AROUND TREES PLANTED OUTSIDE OF BED PREP AREAS; GRADE 'A' FERTILIZER; 15% - 2" SUEDE MATS; 25% BED PREP AREAS; 10% AND 8.1" CY MIXED INTO BACKFILL FOR TREES PLANTED OUTSIDE OF BED PREP AREA (30 CY); 6 MONTH DECOMPOSED PINE DARK MULCH RECD.
660000P	CU. YD.	PLANT MULCH	235		PER CU.YD.	NOT APPLICABLE			

ALL PLANT MATERIAL SHALL MEET THE MINIMUM STANDARDS FOR SPECIFIED CONTAINER SIZE AS DETERMINED BY THE AMERICAN STANDARD FOR NURSERY STOCK.

- ① THE FOLLOWING ITEMS ARE REQUIRED AS DESCRIBED BELOW AND ARE A SUBSIDIARY OBLIGATION OF 660C AND 660D:
  - A. BED PREPARATION - APPLIED IN AREAS SHOWN IN PLANS TO RECEIVE SHRUB PLANTING. ADD PLANT MULCH PLANT TOPSOIL AND HOLO-TILL INTO EXISTING SOIL TO A MINIMUM DEPTH OF 6"
  - B. FERTILIZER FOR WOODY PLANT MATERIAL, 75# NET, 21 GRAM - 4K - 5 PER 30 GALLON (420); 2 PER 3 GALLON (84)
  - C. MOISTURE ABSORBENT CRYSTALS - 120 LB - 3 OZ PER 30 GALLON (652); 1 OZ PER 3 GALLON (135)
  - D. SELECTIVE, PRE-EMERGENCE HERBICIDE - 140 LB - 2 GRAM PER SQUARE FOOT OF BED PREPARATION AREA (65,200)
  - E. SOIL TEST - 1 EACH - REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS

NOTE: SEE SHEET 18F FOR REQUIRED LANDSCAPING PLAN DETAILS.



RESPONSIBLE ASLA-RUSSELL BRYAN	SUPERVISOR	DESIGNER RUSSELL BRYAN	DATE: APRIL 2022	ALABAMA DEPARTMENT OF TRANSPORTATION	SHEET TITLE	ROUTE
DATE: APRIL 2022	DATE: APRIL 2022			SUMMARY OF QUANTITIES		I-85