

# **REQUEST FOR PROPOSAL (RFP)**

## **for 20<sup>th</sup> Street North Landscape Maintenance Services (from Railroad Reservation to Linn Park)**

**Request for Proposal (RFP) Release Date:**

**June 9, 2023**

**Mandatory Walk-Through Date:**

**June 22, 2023 at 11:30 AM**

All proposals must be delivered in sealed envelopes bearing project name ("**20<sup>th</sup> Street North Landscaping Maintenance Proposal.**"), firm name, and contractor's license number to **5529 1<sup>st</sup> Avenue S, Birmingham, AL 35212** by **4:00 PM Local Time, Thursday June 29, 2023**, at which time they will be publicly opened and read. This is the ***required RFP response date and time***.

**City Center District Management Corporation (CCDMC) is soliciting proposals for 20<sup>th</sup> Street North Landscape Maintenance Services.**

1. It is the Respondent's responsibility to read the entire RFP and to comply with all requirements herein.
2. The scope of the RFP is summarized in Section II, Scope of Work and Proposal Items.
3. Each Respondent must provide the following included in their response:
  - a. All parts of Section V- Proposal Requirements (based on Section II, Scope of Work and Proposal Items)
  - b. Completed Schedule A – Cost Proposal Form, including Unit Price Schedule
  - c. Completed Schedule B – Stated Allowances and Unit Prices
  - d. Completed Schedule C – Unscheduled/Emergency Work
  - e. Completed Schedule D – Signature Authorization
  - f. Completed Schedule E – Bid Bond
  - g. Signed Appendix A – Sample Agreement for Professional Services
  - h. Signed Appendix B – Weekly Reporting Requirements and Template
4. All responses to this RFP must be received by the Project Contact listed below before **4:00 PM Local Time, Thursday June 29, 2023**. Late submittals will not be accepted. See schedule listed in Section III, Schedule.

Project Contact: Jonathan Crain  
jonathan@revbirmingham.org
5. Submittals must include all of the following:
  - a. Two (2) complete hard copies of all required documents delivered by the response deadline above by mail, delivery service or hand-delivered. These copies must be received at the address above by the deadline above. No exceptions will be made for deliveries after deadline.
  - b. One (1) complete electronic copy in the form of an Adobe Acrobat PDF file sent via email to **admin@capisdowntown.com**.
6. CCDMC will not accept faxed versions of the above submittals.

## **I. BACKGROUND INFORMATION**

The City Center District Management Corporation (“Owner Representative” or “CCDMC”) is requesting the services of a landscape contracting firm (Contractor) which specializes in providing landscape maintenance; emergency irrigation repair; non-emergency routine maintenance as well as scheduled repairs; and ad hoc landscaping work billed on a time and materials basis. The Owner Representative is responsible for landscaping maintenance on 20<sup>th</sup> Street North, Birmingham, Alabama between the Railroad Reservation and Linn Park (the “Project Area”) as part of a public improvement project funded by a partnership between City of Birmingham and Jefferson County, and defined in the Birmingham Green Project Agreement approved by the City of Birmingham and effective as of September 8, 2021.

The Contractor will be required to have qualified staff that have demonstrated experience with landscaping work. The firm’s assigned personnel should also have the ability to troubleshoot and diagnose problems with the city’s irrigation operations system at the project location.

The total amount of work required in this contract will be a function of routine maintenance and preventive maintenance including, but not limited to, watering, pruning, mulching, and seasonal color refreshes, plus the amount of work that is required due to normal “wear and tear,” damage, vandalism, and other factors that may result in the need for emergency maintenance services. The Owner Representative expects staff to be regularly assigned to the project as necessary to carry out the scope of work in a timely, seamless and effective manner. Please note that 20<sup>th</sup> Street is a public space that is open to visitors and residents 24 hours per day, 365 days per year and that landscaping will need to be scheduled around events as well as normal business operations in the Project Area.

**Contract Period:** The Owner’s Landscape Maintenance contract will be for the period of two (2) years from July 17, 2023 through July 16, 2025.

## **II. SCOPE OF WORK AND PROPOSAL ITEMS**

Located in the heart of the downtown core and serving as the primary north-south connector in our most-dense urban space, 20<sup>th</sup> Street is Birmingham’s main street and “grand boulevard.” Since Birmingham’s founding, the street has served as the focus for some of Birmingham’s largest companies and economic drivers in its tallest buildings. The 20<sup>th</sup> Street Refresh project, completed in 2022, upgraded the public space for the first time since the 1970s. Even as people use streets differently now, the scale and formality of the street is still evident, and this character was maintained in the recent design scheme. The work articulated in this RFP is designed to pay respect to this important historic role and maintain 20<sup>th</sup> Street as “Birmingham Green,” giving Birmingham’s residents and visitors a beautiful, pleasant and well-kept street in which to enjoy our city.

### **A. General Description**

The Contractor shall provide routine landscape maintenance; emergency irrigation repair; non-emergency routine preventative maintenance as well as scheduled repairs; and ad hoc landscaping work. All preventative maintenance and scheduled repairs will be billed at an established flat rate (Schedule B), with additional non-routine preventative maintenance services (emergency work/unscheduled repair) paid at hourly labor rates, in accordance with the Cost Proposal, Schedule C, included in this Solicitation and completed and returned by the Contractor.

The Contractor shall procure and pay for all licenses, permits, etc. as required to do business in the City of Birmingham. Contractor must provide vehicle(s) to be used as needed by the Contractor’s staff which shall be equipped traffic cones, construction, and warning signs as needed to maintain public safety as is reasonable for work within the public right-of-way. Contractor shall procure and pay for all licenses, permits, etc. as may be required to do business in and with the City of Birmingham.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to conduct the proposed scope of work. All excess materials and equipment in the Contractor's inventory shall be the property and responsibility of the Contractor until such materials or equipment are used or installed in the project area.

The Contractor shall not represent the Owner Representative in matters of policy or procedures under this contract, shall not make any reference to Owner Representative policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the Owner Representative.

## **B. Scope of Work Requirements**

### **Routine / Preventative Maintenance**

The Contractor shall provide, as detailed in Schedule's A, and B: Cost Proposal, a routine, comprehensive preventative maintenance program designed to improve aesthetic appearances, minimize the incidence of unsafe conditions; reduce complaints; and extend the useful life and appearance of the Project Area.

**Special Note:** The Contractor will be required to assign a sufficient number of technicians to Project Area as may be necessary to meet standards set for routine and preventative maintenance. The Owner Representative expects technicians to be regularly assigned to Project Area as necessary to provide routine preventative maintenance during normal business hours.

1. **Limit of Work:** For the purposes of this bid, the boundaries are the public right-of-way between the building faces along 20<sup>th</sup> Street North, including the medians, from Magnolia Avenue (Railroad Reservation) to Park Place (Linn Park).
2. **Level 1 Landscape Standards:**
  - a. References: ANSI Z60.1 - American Standard for Nursery Stock; Current Edition
  - b. Definitions:
    - i. Weeds: include but are not limited to Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, Kudzu, Privet, and Brome Grass.
    - ii. Plants: Living trees, plants, and ground cover specified in this Section, and described in ANSI Z60.1.
  - c. Quality Assurance
    - i. Nursery Qualifications: Company specializing in growing and cultivating plants with three years of documented experience at a facility of comparable size and complexity.
    - ii. Staffing Qualifications: Adequate numbers of skilled workers trained and experienced in the work and familiar with the requirements and methods for the performance of the work. On-site superintendent knowledgeable of horticultural practices at all times when crews or activities are ongoing.
3. **Regulatory Requirements**
  - a. Comply with regulatory agencies for fertilizer and herbicide composition.
  - b. Plant Materials: Described by ANSI Z60.1; free of disease or hazardous insects.
  - c. Do not flush debris into sewers or drainage ditches.
4. **Environmental Requirements**
  - a. Do not install plant life when ambient temperatures may drop below 35 degrees or rise above 90 degrees F.

- b. Do not install plant life when wind velocity exceeds 30 mph.
- 5. General Landscape Maintenance**
- a. Provide all labor, products, equipment and services necessary to maintain landscape work within the Project Area.
  - b. Remove dead plants. Remove other living portions of plants only at the direction of Owner Representative. Do not top or remove terminal growth point or leader of any plant.
  - c. Prune shrubs, including removal of dead or broken branches. Existing and new plant material shall be allowed to grow into appropriate masses with no excessive pruning of individual plants. Plant material shall be pruned to maintain consistency and health.
  - d. Prune trees per NAA Class 2. Remove any limbs overhanging sidewalk that are less than 80" above pavement. Remove any limbs overhanging street that are less than 14' above surface.
  - e. Monitor Project Area's irrigation systems and schedule for proper watering of all plant material. Water landscape areas not covered by automatic irrigation system as necessary to maintain proper moisture level including filling self-watering planters, hanging baskets, and additional regular watering as needed. Water during early morning hours using appropriate volume and pressure to ensure water percolates to a depth consistent with root ball height for species, size, and other soil conditions. Maintain uniform moisture in all planting areas during winter, especially when a freeze is expected. Owner will provide water at quick couplers in on-site irrigation system. Contractor shall provide necessary hoses, attachments, and accessories.
  - f. Replace annual plantings to maintain blooming condition. Blooming plants shall be in bloom at the time of planting and shall be replaced as necessary throughout specified maintenance period to maintain blooming condition.
  - g. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Two applications (Spring and Fall) of chemical pre-emergent spray, approved. Two applications during growing season of chemical contact spray, approved. Weekly manual weeding (by hand) during the contract period except where bi weekly weeding services are called for in Frequency of Key Services chart (7a).
  - h. Apply pesticides for ant and other insect infestations that cause damage to plants. Remedy damage from use of insecticides. Use only pesticides approved by the Alabama Department of Agriculture and Industries. Pesticide applicators shall be licensed/certified by the State of Alabama.
  - i. Observe all applicable laws, statutes, and ordinances regulating the purchase, use, application and licensing for all pesticides.
  - j. Keep planting areas neat and uniformly mulched to 3" depth on a continuous basis. In addition, completely replenish mulch in all planting areas at least twice a year.
  - k. Keep all planting areas on sidewalks and in medians cultivated, neat, weeded and uniformly mulched on a continuous basis.
  - l. Remove fallen leaves and plant matter from sidewalks and flex lanes. This includes year round maintenance as well as a focused additional effort during the fall season.
  - m. Maintain all plants in a pest and disease-free condition by approved means.
  - n. Remove all unwanted plant species planters and beds as needed by hand. Unwanted plant material in Project Area includes, but is not limited to, all tree seedlings, all weeds and other invasive non-native species.
  - o. Selectively apply herbicides in necessary areas using the "spot spray method". Only use herbicide approved by the Alabama Department of Agriculture and

Industries. Herbicide applicators shall be licensed/certified by State of Alabama.

6. Hardscapes
  - a. Blow all hardscape surfaces free of leaf and landscape debris at least twice a week annually.
  - b. Bag and remove all leaf litter from sidewalks and hardscape areas as necessary during the Fall season.
  - c. Assist in keeping Project Area clean and free of unexpected landscape debris.
7. Frequency of Key Services
  - a. Provide maintenance per the following schedule:

Weeks per month	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
<b>ANNUAL RECURRING SERVICES</b>												
Policing/trash pick-up/blowing	5	4	4	5	4	4	5	4	5	4	4	4
Weeding	5	4	4	5	4	4	5	4	5	4	4	4
Deadheading/pruning	2	2	2	2	2	2		1		1		2
Pest management (monitor/treat)	1	1	1	1	1	1				1		
<b>SEASONAL SERVICES</b>												
Leaf service							5	4	2			
Pest management (monitor/treat)	1	1	1	1	1	1				1		
Fertilizing							1				1	
Pre-emergent application						1				1		
Tree limb-up									1			
Perennial/groundcover cutback							1				1	
Ornamental grass cutback											1	
Mulch application												1
Seasonal color (annuals)	1					1						
Seasonal color (bulbs)								1				

### C. Equal Opportunity

Bidders shall make every effort to maximize the utilization of Minority and Disadvantaged Business Enterprises (MBE/DBE) for subcontracted work. Bidders are highly encouraged to meet the guidelines set forth in the Birmingham Plan-Construction Industry Program ("BP-CIP"), which is a Minority Business Enterprise Program/Disadvantaged Business Enterprise Program (MBE/DBE) designated to encourage the participation of MBE/DBEs in construction and maintenance projects of the City. The program is administered by the Birmingham Construction Industry Authority ("BCIA").

#### **D. Weekly Activity Report**

The Contractor shall provide a weekly activity report to the Owner Representative by Tuesday of each week for work performed during the previous week in the format provided by Owner Representative in Appendix C. This weekly report shall be sent by email to the Owner Representative to record work carried out, to include the following:

1. Pruning, weeding, itemized by plant species, quarter block completed and plants worked on, per provided form.
2. Mulching, leaf/debris cleanup itemized by quarter block per provided form.
3. Date of work carried out, per provided form.
4. Plant installations and seasonal refreshes itemized by plant species and quarter block completed and plants worked on, per provided form.
5. Removal of dead plants itemized by plant species and quarter block completed and plants worked on, per provided form.
6. Personnel list (number of employees and hours spent).
7. Other work performed within the project area to maintain standards set forth in this RFP.

**Special Note:** All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the Owner Representative is the property of the Owner Representative. At the end of the Contract Period, the Contractor will provide a full and complete copy of all data records regarding work completed to the Owner Representative in an electronic format. In the event that the Owner Representative terminates contract with the Contractor, Contractor will provide a full and complete copy of all data records regarding work completed to the Owner Representative in an electronic format. Transfer method of these full data records will be determined based on the size of the data records at the time of transfer.

#### **E. Meetings**

Contractor's assigned project manager shall be available to meet with Owner Representative's Project Contact on a monthly basis in person or virtually to discuss progress and landscape maintenance needs. No additional, or separate, compensation shall be paid for attending meetings, which shall be considered as included in the compensation paid for all of the various services provided hereunder. Email communication is noted as crucial for project management; it shall be consistent and regular on a weekly basis, with each party agreeing to respond to needs and questions within 72 hours.

#### **F. Payment**

All payments will be made within thirty (30) days after an invoice has been approved for payment by the Owner Representative. Copies of all invoices for supplies, materials, and installed equipment should be included with the sent invoice. **Invoices must include itemized cost breakouts for materials and labor.**

Compensation for all routine preventative maintenance work will be paid at an established flat rate in any given month, in accordance with the Cost Proposal, Schedule A, completed and returned by the Contractor in its response.

**Final Payment:** Final payment shall be made by the Owner's Representative to the Contractor when Contractor has fully performed the scope of work defined in the contract, except for the Contractor's responsibility to correct work, and to satisfy other requirements, if any, which extend beyond final payment.

#### **G. Contract Period**

The Owner's Landscape Maintenance contract will be for the period of two (2) years from July 17, 2023 through July 16, 2025.

### **III. SCHEDULE**

The following schedule represents a target timeframe for the Respondent selection process and execution of the Agreement. Dates are subject to change.

<b>Action</b>	<b>Date</b>
Request for Proposal (RFP) Released	June 9, 2023
Mandatory Walk-through at Project Site	June 22, 2023
Deadline for receipt of Questions	June 26, 2023
Deadline for receipt of Proposals	June 29, 2023
Contract awarded	July 5, 2023
Contract Begins (Start Date)	July 17, 2023

Proposer(s) MUST attend a mandatory walk-through of the location to be serviced under the contract resulting from this RFP. Attendance will be considered an indicator of the Contractor's responsiveness. Representative in attendance shall be personnel that is directly responsible for the preparation of the proposal. Respondents shall convene in the Harbert Plaza at the corner of 6th Avenue North and 20<sup>th</sup> Street North, Birmingham, Alabama.

### **IV. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION**

#### **A. Contractor's License**

A Contractor must possess a valid, current and in good standing Alabama Horticulture Professional Services License issued by the Alabama Department of Agriculture and Industries. A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.

#### **B. Qualified Personnel**

The submitted Proposal shall identify by name the certified personnel who will be available and would be assigned to Project Area's landscape maintenance work performed. Contractor's Project Supervisor shall have expertise in urban landscape management, entomology, pest control, soils, plant identification, and irrigation system maintenance. Contractor and Supervisor shall be capable of communicating effectively in written and spoken English; background must include experience in similar projects of the project type.

### **C. Company Background / References**

Contractor must be skilled and regularly engaged in landscaping maintenance. minimum of two (2) references from other municipal, city or county governmental agencies for which the firm is currently providing the services described in this Solicitation must be provided. An additional three (3) references for which the firm previously provided the services described in this Solicitation (but no longer contract with) within the last five (5) years must also be provided. All listed references must be governmental, corporate or institutional campuses.

### **D. Negative History**

Contractor must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.

If there is no negative history to disclose the firm must affirmatively state in its Proposal there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The Owner Representative reserves the right to reject any proposal based upon the firm's prior documented history with the Owner Representative or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

## **V. PROPOSAL REQUIREMENTS**

The Proposal should describe the methodology to be used to accomplish each of the project tasks and services expected as defined in the Scope of Work. The Proposal should also describe the work that shall be necessary to satisfactorily complete the tasks and service requirements.

This Request for Proposal cannot identify each specific, individual task required to successfully and completely implement this project. The Owner Representative relies on the professionalism and competence of the Proposing Firm to be knowledgeable of the general areas identified in the Scope of Work and of adequate competence to include in its proposal all required tasks and subtasks, personnel commitments, personnel hours, direct and indirect costs, etc. The Owner Representative will not approve addenda to the Contractor's agreement which do not involve a substantial change from the general Scope of Work identified in this Request for Proposal.

### **A. Criteria**

1. The submittal should not exceed thirty (30) pages including an organization chart, staff resumes and appendices, and cover letter. Dividers, and Addenda acknowledgments do NOT count toward the thirty (30) page limit. Submittals must include:
  - i. Two signed copies of respondent's proposals in hard copy format.
  - ii. One copy of the signed proposal in .pdf format.Faxed submittals will not be accepted.

### **B. Responses should be organized into five (5) sections:**

1. Information/background on the Firm

Provide a brief introduction, address the size of the firm, number of years in business, the availability of the firm to perform the tasks and services requested, and the history of the firm. Include key contact information (address, phone, fax, and email). Refer to the "Company Background" and "Negative History" requirements listed above.



2. Key Personnel/Qualifications

Provide a brief resume for each of the key persons proposed to work on this project. Credentials of corporate executives or firm principals are not necessary or desired unless these individuals will play an active role in the proposed project. Any key sub-Contractors proposed should be identified, and information on their respective role in the project shall be included. Refer to "Qualified Personnel" requirements listed above.

3. Past Experience/References

Refer to "Client References" requirements listed above. Indicate the experience that best qualifies the Contractor to carry out the work proposed herein.

4. Understanding of Scope of Work and Work Proposal

Provide information that indicates a clear understanding of the tasks and services requested in the Scope of Work, and provide a Work Proposal to accomplish the services described in this Solicitation.

5. Cost Proposal

The Contractor shall provide all work necessary to perform 20<sup>th</sup> St N Landscape Maintenance as defined in this proposal. Compensation for this work shall be made monthly based on 1/12<sup>th</sup> of those items listed on Schedule A:

i. Schedule A – Cost Proposal Form

All firms shall provide a lump sum bid for the work proposed. The lump sum shall be shown on a per year basis on the form.

ii. Schedule B – Unscheduled / Emergency Work

All firms shall indicate an hourly labor rate and overtime labor rate on Schedule B included in this Solicitation, to serve as the basis for negotiations of compensation for providing those services described under "Unscheduled or Emergency" in this Solicitation. Overtime labor rates may only be billed from 4:00 PM to 7:00 AM weekdays, or on weekends, or Owner observed holidays.

Note that the Cost Proposal, including all fees and compensation shall remain firm for a minimum of ninety (90) days from the proposal submission deadline.

**C. Pre-Proposal Questions**

**ALL** questions, technical or otherwise, pertaining to this Request for Proposal **must be submitted IN WRITING (via e-mail) and sent to: [admin@capisdowntown.com](mailto:admin@capisdowntown.com)** No questions will be addressed in person or by phone. Answers will be provided in the form of an Addendum that will be published.

The deadline for all questions is June 26, 2023 at 5:00 PM Local Time. Questions received after this date and time will not be answered. Only questions that have been resolved in writing by the Owner Representative and issued in an Addendum prior to the bid date will be binding.

**D. Delivery**

Proposals must be hand-delivered to the required physical address of **5529 1<sup>st</sup> Avenue S, Birmingham, AL 35212** and emailed to **[admin@CAPisDowntown.com](mailto:admin@CAPisDowntown.com)**. Proposals must contain the following information:

1. A copy of the firm's valid, current and in good standing landscape contractor's license issued by the Alabama Department of Agriculture, Division of Plant Industries including pesticide application and plant setters (ALCLP).
2. Proof of insurance coverage required.
3. Information on the proposing firm, key personnel, past experience, references, understanding of scope of work/work proposal, and cost proposal.
4. Schedules A, B C, D, and E with signed acknowledgements as required.
5. Signed acknowledgments of Addenda.
6. Label on the outside of the envelope and subject line of the email shall clearly state **"20<sup>th</sup> St N Landscape Maintenance Proposal"** and the name of the proposing firm.

#### **E. Cooperation with Other Work Forces**

Other contractors, other utilities and public agencies or their contractors, other Owner's contractors, and Owner personnel may be working in the vicinity at the same time as the Contractor at any given time. There may be some interference between these activities and the work under to be performed by the Contractor. The Contractor shall cooperate and coordinate this work with that of other work forces to assure timely contract completion. Any costs for providing cooperation with other work forces shall be considered as included in the bid price for the various contract items of work, and no separate payment will be made therefor.

#### **F. Working Day**

The Contractor's working day activities shall be limited to the hours between 6:00 AM and 6:00 PM, Monday through Friday, excluding designated Owner holidays. Deviations from normal working hours will be allowed with prior consent of the Owner Representative.

The following are the designated Owner Representative holidays:

1. January 1 (New Year's Day)
2. The third Monday in January (Martin Luther King Jr Birthday)
3. Good Friday
4. The last Monday in May (Memorial Day)
5. June 19 (Juneteenth)
6. July 4 (Independence Day)
7. The first Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. The fourth Thursday in November (Thanksgiving Day)
10. The day after Thanksgiving
11. December 24 (Christmas Eve)
12. December 25 (Christmas Day)

When a designated Owner Representative holiday falls on a Sunday, the following Monday shall be a designated holiday. When Christmas Day or New Year's Day falls on a Sunday or Monday the preceding Friday shall be a holiday.

#### **G. Hours of Operation**

Contractor shall provide Owner's Representative with a toll-free telephone number which may be contacted at any time during non-business hours, weekends, and legal holidays to handle emergency calls.

Contractor shall maintain and provide direct telephone numbers, cellular phone numbers,

and email addresses of various pertinent staff/ employees with which the Owner and Owner's Representative can maintain regular and direct contact regarding billing, estimating, service calls, status reports, scheduling, testing of equipment, and various other issues.

#### **H. Superintendence**

Contractor shall designate a competent, efficient supervisor of the work. The Supervisor shall have complete authority to represent and act for the Contractor. If Contractor or Supervisor is not available, any reasonable direction given by the Owner Representative including stopping work shall be followed by Contractor's employees suppliers, and subcontractors.

#### **I. Uniforms and Dress**

Contractor's personnel shall wear all appropriate personal safety equipment and garments when required by any law, statute, ordinance, or State and County guidelines. Personnel uniforms and dress shall be required to conform to the successful Proposer's standard operating procedures. Payment for uniforms and personal protective equipment shall be the responsibility of the Contractor. No additional compensation shall be allowed for uniforms and personnel equipment.

#### **J. Equipment Maintenance Requirements**

Vehicles and equipment used within the Project Area shall be maintained at all times in good and safe mechanical condition, and kept relatively clean.

#### **K. Insurance Requirements**

The Contractor shall maintain such insurance as will protect themselves and the Owner Representative, its employees and the City of Birmingham from direct, assumed and contingent liability, from claims under Workmen's Compensation Acts, and from any other claims for damages for personal injury including death or damage to property, which may arise from operations under this Contract, whether such operations be done by himself or by any person directly or indirectly employed by either of them; whether in consequence of any negligence or delay in performing or safeguarding the Work, use of defective or unacceptable materials, or any act or omission by him or his agents whereby any persons or property suffers in jury through his or his agent's fault.

Contractor or anyone directly or indirectly employed by them shall maintain Comprehensive Automobile Liability Insurance against liability arising out of the ownership, maintenance, or use of all owner, non-owner and hired automobile equipment. In the event of such injuries or damages, the Contractor and Surety will hold and save the Owner Representative and City of Birmingham harmless from all suits, actions, or claims thereby arising.

Contractor shall provide certification of required coverage to the Owner Representative. Certification shall provide Owner Representative with **30 days' Notice of Cancellation**. Required insurance shall not be written for less than the limits required herein, or greater if required by law. Additional named insureds shall be the Owner Representative, the City of Birmingham, and each of their agents, employees, successors or assigns.

The insurance shall extend to and include all of the Contractor's operations, regardless of whether they may be in connection with work that is temporary, permanent, or classified as "extra work".

The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until thirty(30) days after the Owner Representative has received written notice as evidenced by return receipt of registered or

certified letter. Certificates of Insurances shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, location and the operation to which the insurance applies the expiration date and the above-mentioned notice of cancellation clause.

#### **L. Insurance Coverage Amounts**

The following Minimum Limits of insurance coverage are required to be carried by Contractor and in full force and effect during the contract period. Proof of coverage must be included in RFP response:

1. Workers' Compensation: statutory minimum
2. Employer's Liability: \$1,000,000 per accident for bodily injury or disease
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
4. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONTRACTOR's vehicle usage in performing services hereunder)
5. Professional Liability: \$1,000,000 per claim and \$2,000,000 aggregate

#### **M. Indemnity**

The Contractor shall assume all liability for and shall indemnify and save harmless the City of Birmingham, Owner Representative, and their agents, employees, successors or assigns from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, occurring on or about the premises or the ways and means immediately adjacent, during the term of the Contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under this Contract.

### **VI. FIRM SELECTION**

#### **A. Review**

Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements for the Request for Proposal will be cause for rejection of the proposal.

#### **B. Process**

The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Proposer(s) participating in this process. Attendance at any such interview will be at the Proposers expense.

#### **C. Selection**

The final selection of a firm will be determined following review of all work proposals, cost proposals and/or formal oral presentations. The evaluation committee will make a recommendation of the Contractor to which a contract will be awarded by the Owner Representative.

The Owner Representative reserves the right to reject any or all proposals that do not meet the standards set in this RFP, or to reject all proposals if the Owner Representative deems it in the Owner's best interest. Costs for developing, submitting, and presenting proposals are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the Owner/Owner Representative.

#### **D. Award of Contract**

It is the Owner Representative's intent to award a single contract to the firm that can best meet the requirements of the Request for Proposal document. The Owner Representative reserves the right to award a contract to multiple firms or a single firm or to make no award, whichever is in the best interest of the Owner or its Representative. It is anticipated that award will occur after the evaluation committee has made its final selection of the firm to be recommended for award. The decision of the Owner Representative will be final.

#### **E. Cost Related to Proposal Preparation**

The Proposer shall be responsible for all costs incurred in the development and submission of this response. The Owner Representative assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a Proposer, the evaluation of an accepted response, or the selection of finalists. The Owner Representative shall not be contractually bound until the Owner Representative and the successful Proposer has executed a written contract for performance of the work.

#### **F. Business License**

The successful Proposer that is awarded the contract will be required to be licensed in accordance with the City of Birmingham Business License Ordinance of the Municipal Code.

#### **G. Signed Proposal and Exceptions**

Submission of a signed Proposal will be interpreted to mean that Proposer has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement must be submitted with the proposal and clearly defined. Exceptions to the RFP document or standard boilerplate language, terms or conditions may be considered in the evaluation process.

### **VII. AGREEMENT**

The selected Respondent will be required to sign an agreement similar to that provided in Appendix A. Proposer must identify any exceptions to this agreement with their bid response. If Proposer does not note any exceptions, Proposer will be expected to sign a final contract incorporating all of the terms and conditions of this sample.

### **VIII. CONDITIONS OF THE RFP**

The following conditions are applicable to the RFP:

1. All responses to the RFP become the property of the Owner and the Owner Representative.
2. The Owner and Owner Representative reserves the right to accept, reject or negotiate modifications to any and all proposals as it shall, at its sole discretion.
3. Submission of an RFP does not bind the Owner or Owner Representative to any action or to any party.
4. The Owner and Owner Representative will not be liable for any cost incurred in the preparation of the proposals.
5. The Owner and Owner Representative reserves the right to cancel in part, or in its entirety, this RFP and to waive any irregularities in the RFP process.

### **IX. CONTACT**

Any requests for clarification and/or additional information shall be directed in writing via email to: **admin@CAPisDowntown.com**

## SCHEDULE A: COST PROPOSAL FORM

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

TO: City Center District Management Corporation

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to **20<sup>th</sup> St N Landscape Maintenance Services**, including Addenda as acknowledged below.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Contract Documents, for the following sum of money:

Item	Description				Total
1	Base Bid				
Total Amount of Base Bid / Lump Sum Price					

2. **Unit Prices Requested:** Provide unit prices for all plant material on Schedule B. Any tasks included here (such as installing or removing hanging baskets) are to be provided on an as-requested basis during the contract period. Please provide rate / cost inclusive of all labor, material and equipment per task.
3. I understand that Owner Representative reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of thirty (30) days from the date prescribed for its receiving.
4. There will be a mandatory walk-through meeting for this project. Any questions or clarifications regarding the bid should be submitted in writing via email to [admin@capisdowntown.org](mailto:admin@capisdowntown.org) and answers will be provided in writing via an Addendum issued to all prospective bidders.
5. The Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed from the Owner and to fully complete work as specified in the required timeframe.
6. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within thirty (30) days after the date set for the receiving of this Bid, or at any other time thereafter before it is withdrawn, the undersigned shall execute and deliver the Contract Documents to the Owner Representative in accordance with this Bid as accepted, and will also furnish and deliver to the Owner Representative the proof of insurance coverage with additional insured required, within ten (10) days after personal delivery or any deposit in the mails of the notification of acceptance of this Bid.

7. The receipt of the following Addenda is acknowledged:

**ADDENDUM NO. 1 INITIALED/DATED** \_\_\_\_\_

**ADDENDUM NO. 2 INITIALED/DATED** \_\_\_\_\_

**ADDENDUM NO. 3 INITIALED/DATED** \_\_\_\_\_

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder or interested person is an individual, give first and last names in full.)

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**NOTE:** If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ALABAMA LANDSCAPE CONTRACTOR'S LICENSE #: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Note: If a corporation, Bid must be signed by person authorized by corporation by-laws to bind it to a contract.

## SCHEDULE B: STATED ALLOWANCES AND UNIT PRICES

The following items of work are anticipated during construction of this contract; however the exact quantity of each work item may not be determinable prior to bidding. The Contractor, shall therefore, include in his Lump Sum Base and / or Alternates Bid (as applicable), an allowance for the following items in the quantities indicated: Allowance Unit Prices include all charges for labor, materials and equipment, shoring, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Allowance item(s). Where quantities of same items of work are defined and are quantified in the bid documents, the allowance quantities indicated hereinafter shall be in addition to those which are indicated. (Example: If the site grading plan indicates new and existing grades, the bidder shall compute the quantity of earthwork required and include that quantity of work in the bid the same as if no "allowance quantity were specified. If an additional allowance quantity of earthwork is stipulated, that stipulated allowance quantity of work shall also be included in addition to the quantity computed from the bidders earthwork "takeoff").

The following Unit Prices Quoted are for increases or decreases in the above quantities included in the Lump Sum Base and/or Alternate Bids. These Unit Prices include all charges for labor, materials and equipment, fee, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Unit Price item(s).

Clarification Note: The Unit Prices quoted by the Contractor shall apply to increases (additive change orders) and to decreases (deductive change orders). This requirement shall supplement the requirements of the General Conditions, and Instructions to Bidders. Changes in the contract amount which are computed using the Stated Allowances and Unit Prices shall be figured at the same unit price whether additive or deductive.

<u>ITEM</u>	<u>ALLOWANCE QUANTITY</u>	<u>ALLOWANCE UNIT PRICE</u>	<u>TOTAL</u>
(irrigation supplies)	1 EA		
"	1 EA		
"	1 EA		
"	1 EA		
"	1 EA		
Planting soil mix (in-grade planting)	10 CY		
Self-watering planter soil mix	5 CY		
Mulch	1 CY		
Pearl Glam Beautyberry, 15-18" spd.	1 EA		
Cinnamon Girl Distylium, 15-18" spd.	1 EA		
Starlet Forsythia, 15-18" spd.	1 EA		
Dwarf Fothergilla, 15-18" spd.	1 EA		
Little Lime Hydrangea, 18-24" spd.	1 EA		
Compact Inkberry, 15-18" spd.	1 EA		
Little Henry Virginia Sweetspire, 15-18" spd.	1 EA		



Tuscan Blue Rosemary, 3 gal.	1 EA		
Gold Mound Spiraea, 18-24" spd.	1 EA		
Mrs. Schiller's Delight Viburnum 15-18" spd.	1 EA		
Everillo Sedge, 1 gal.	1 EA		
Japanese Pachysandra (specify unit)	1 EA		
Asiatic Jasmine, 1 gal.	1 EA		
Snow White Indian Hawthorne, 3gal	1 EA		
Appalachian Sedge, 1gal	1 EA		
Blue Sedge, 1 gal	1 EA		
Heuchera (specify type and unit)	1 EA		
Lenten Rose, 1 gal.	1 EA		
Pandora's Box Daylily, 1 gal.	1 EA		
Creeping Jenny, 4" pot	1 EA		
Pink Muhly Grass, 3 gal.	1 EA		
Mexican Feather Grass, 1 gal.	1 EA		
Autumn Fern, 12-15" spd.	1 EA		
Purple Coneflower, 1 gal.	1 EA		
Whirling Butterflies Gaura, 1 gal.	1 EA		
Blue Wonder Catmint, 1 gal.	1 EA		
'Goldsturm' Black-eyed Susan, 1 gal.	1 EA		
Thunderstruck White Lightning Crapemyrtle, 15 gal.	1 EA		
Tree-form Camellia, 15 gal.	1 EA		
Pink Drift Rose, 15-18" spd.	1 EA		
Roman Beauty Rosemary, 1 gal.	1 EA		
Thriller Lady's Mantle, 1 gal.	1 EA		
Silver Mound Artemisia, 1 gal.	1 EA		
Passionate Rainbow Gaura, 1 gal.	1 EA		
Anne Greenway Dead Nettle, 1 gal.	1 EA		
Yellow Lantana, 1 gal.	1 EA		
Creeping Phlox, 1 gal.	1 EA		
Autumn Sage, 1 gal.	1 EA		

## SCHEDULE C: UNSCHEDULED/EMERGENCY WORK

The position titles and descriptions listed hereon may not accurately reflect the position titles and descriptions of employees of your firm. For those positions that are not employed by your firm, cross out and mark as "n/a" to indicate that the position is not applicable to the services to be provided by your firm.

	<u>Hourly Time</u>	<u>Hourly Overtime</u>
Supervisor	\$ _____	\$ _____
Foreman/Lead Worker	\$ _____	\$ _____
Landscape Maintenance Worker	\$ _____	\$ _____
Irrigation Specialist	\$ _____	\$ _____

*Special Note: This flat rate fee represents total compensation for all labor necessary to respond to unscheduled/emergency work ("Extra" Work) during or after regular working hours. Material costs shall be itemized separately from costs for labor and discussed with Owner's Representative prior to final repair.*

## SCHEDULE D: SIGNATURE AUTHORIZATION

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL\***

NAME OF PROPOSER/FIRM:

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- A. I hereby certify that I have the authority to offer this proposal to the Owner Representative for the above listed individual or company. I have read, understand, and agree to comply with the provisions of this Agreement, including the Insurance and indemnity requirements set forth herein. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

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SIGNATURE

DATE

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PRINT NAME

TITLE

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

- ☐ An individual;  
☐ A partnership, Partners' names:

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- ☐ A company;  
☐ A corporation

2. Tax identification number: \_\_\_\_\_

## **SCHEDULE E: BID BOND**

See attachment for completion with submitted RFP response.

## APPENDIX A: SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City Center District Management Corporation hereinafter called "OWNER REPRESENTATIVE" and \_\_\_\_\_ hereinafter called "CONTRACTOR".

### RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That OWNER REPRESENTATIVE desires to engage CONTRACTOR to render certain professional services for the OWNER REPRESENTATIVE;
- B. That CONTRACTOR is qualified to provide such services to the OWNER REPRESENTATIVE and;

THEREFORE, the OWNER REPRESENTATIVE has elected to engage the services of CONTRACTOR upon the terms and conditions as hereinafter set forth.

1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONTRACTOR. (b) Notwithstanding the provisions of (a) above, OWNER REPRESENTATIVE may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, OWNER REPRESENTATIVE shall compensate CONTRACTOR for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of OWNER REPRESENTATIVE to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to OWNER REPRESENTATIVE hereunder.
3. Compensation; Expenses; Payment. OWNER REPRESENTATIVE shall compensate CONTRACTOR for all services performed by CONTRACTOR under Schedule A in an amount based upon CONTRACTOR's awarded cost proposal during the time of the performance of said services.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of

\_\_\_\_\_ (\$\_\_\_\_\_) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services.

Compensation for work covered under Schedule B, or any other repairs or replacements, must be approved and authorized by OWNER REPRESENTATIVE in advance of performing such services. CONTRACTOR shall submit an estimated cost of such services including labor as described in Schedule B, and any necessary materials, services, or supplies incidental to the work.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefore by CONTRACTOR to OWNER REPRESENTATIVE, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. A copy of CONTRACTOR's hourly rates for which services hereunder shall be performed are set forth in CONTRACTOR's fee schedule marked Exhibit B hereof, attached hereto and by this reference incorporated herein.

4. Additional Services. In the event OWNER REPRESENTATIVE desires the performance of additional services not otherwise included within the services described in Schedule A, such services shall be authorized in advance of the performance thereof by the OWNER REPRESENTATIVE. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services.
5. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to OWNER for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the services required and the OWNER REPRESENTATIVE shall rely on such skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONTRACTOR hereunder. CONTRACTOR acknowledges the importance to OWNER of the skill, competency, ability to appropriately work with OWNER REPRESENTATIVE staff and expertise of individual staff assigned to the project, and accordingly the individuals assigned to the Project must be acceptable to OWNER REPRESENTATIVE.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to OWNER REPRESENTATIVE, become the property of OWNER REPRESENTATIVE.
9. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the

OWNER REPRESENTATIVE is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the OWNER REPRESENTATIVE.

10. Schedule. CONTRACTOR shall adhere to the schedule set forth in Exhibit A; provided, that OWNER REPRESENTATIVE shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to OWNER REPRESENTATIVE of OWNER REPRESENTATIVE's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. CONTRACTOR hereby agrees to defend, indemnify, and save harmless OWNER REPRESENTATIVE, its Council, boards, commissions, officers, attorneys, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs of litigation and attorneys fees) of every nature, kind or description, which may be brought against, or suffered or sustained by, OWNER REPRESENTATIVE, its Council, boards, commissions, officers, attorneys, employees or agents arising or resulting directly or indirectly from any act or omission of CONTRACTOR, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONTRACTOR to indemnify and save harmless, as set forth herein, shall include the duty to defend provided, however, that nothing herein contained shall be construed to require CONTRACTOR to indemnify OWNER REPRESENTATIVE, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention.

12. Insurance. CONTRACTOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance covering risks relating to CONTRACTOR's services to be performed hereunder in form subject to the approval of the OWNER REPRESENTATIVE Attorney and/or OWNER REPRESENTATIVE's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and

property damage (coverage required to the extent applicable to CONTRACTOR's vehicle usage in performing services hereunder)

<sup>1</sup>Professional Liability

\$1,000,000 per claim and \$2,000,000 aggregate

Concurrently with the execution of this Agreement, CONTRACTOR shall furnish OWNER REPRESENTATIVE with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after OWNER REPRESENTATIVE shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Naming the OWNER REPRESENTATIVE, its officers, boards, commissions, attorneys, employees, and agents, as additional insureds; and
- (c) Providing that CONTRACTOR's insurance coverage shall be primary insurance with respect to OWNER REPRESENTATIVE, its Council, officers, boards, commissions, attorneys, employees, and agents, and any insurance or self-insurance maintained by OWNER REPRESENTATIVE for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONTRACTOR's insurance and not contributory with it.

- 13. WORKERS' COMPENSATION. CONTRACTOR certifies that he is aware of the provisions of the Labor Code of the State of Alabama which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
- 14. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101- 336) which prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the OWNER REPRESENTATIVE setting forth the provisions of this non-discrimination clause.
- 15. Notice. All notices required by this Agreement shall be given to the OWNER, OWNER REPRESENTATIVE, and CONTRACTOR in writing, by first class mail, postage



prepaid, addressed as follows:

OWNER: City of Birmingham  
Department of Transportation  
710 20<sup>th</sup> Street North  
Birmingham, AL 35203  
Christina.argo@birminghamal.gov

OWNER'S REPRESENTATIVE: City Center District Management Corp.  
P.O. Box 11  
Birmingham, AL 35201  
admin@capisdowntown.com

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of Alabama and any suit or action initiated by either party shall be brought in the County of Jefferson, Alabama. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs. If a party refuses or fails to participate in mediation in good faith prior to filing a lawsuit, then that party shall be barred from recovery of attorneys' fees and costs of suit.
21. Entire Agreement. Each party acknowledges that this agreement, the exhibits hereto, and the documents incorporated by reference herein constitute the complete agreement and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, verbal and written, between the parties relating to the subject matter of this agreement. This agreement may not be modified or altered except by written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

[CONTRACTOR NAME]

City Center District Management Corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
By: David B. Fleming  
Its: President & CEO  
Date: \_\_\_\_\_, 2023

**APPENDIX A SIGNATURE AUTHORIZATION:**

I have read, understand, and agree to comply with the provisions of this Agreement, including the Insurance and indemnity requirements set forth herein. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

## APPENDIX B: WEEKLY REPORTING REQUIREMENTS AND TEMPLATE:

The attached **Weekly Reporting Form** must be used for effective communication with Owner's Representative as follows:

- One form will be filled out for each day landscaping work is performed on 20<sup>th</sup> Street as part of CONTRACT.
- All completed forms are to be turned in weekly on Tuesdays for work performed during the previous week.
- Reporting form may be completed and returned via email in a one of the following formats - Word, Excel or in the form of a handwritten copy via PDF.
- "Hours" is to represent the total hours that the team spent working on 20<sup>th</sup> Street such that the "Crew" number times "Hours" will represent total person hours of landscaping work was performed on the given date.
- The reporting form is broken into quarter blocks with check boxes representing the eastern and western sides as well as the median.
- Where East, West or Median is checked, it is assumed that noted work was completed for the all beds/or hardscape areas within the indicated geography unless otherwise noted.
- All species upon which work has been performed are to be noted in the "Plant(s)" column.
- "Pruning" refers to all clipping or trimming of plants.
- "Planting" refers to the addition of new plants including scheduled seasonal refreshes, or replacement of dead plants on an as needed basis.
- "Plant Removal" refers to the extrication of any plants that are part of the current 20<sup>th</sup> Street palette, not weeds or invasive species.
- "Mulching" refers to the application of fresh mulch to plant beds.
- "Leaf/Debris" refers to the raking, blowing, bagging, or otherwise removal of excess plant matter and or garbage from the landscaped and hardscape areas of 20<sup>th</sup> St.
- "Other" refers only to work performed that is not captured in the fields above.

I have read, understand, and agree to comply with the reporting provisions outlined within Section II D and further described here and indicated on the required forms provided. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

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SIGNATURE

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DATE

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PRINT NAME

---

TITLE