

**ORDINANCE NUMBER 3127**

**AN ORDINANCE ACCEPTING A BID FOR RIGHTS-OF-WAY MOWING  
WITHIN THE CITY OF VESTAVIA HILLS**

**WHEREAS**, on July 21, 2022 the City of Vestavia Hills publicly read aloud bids submitted for Rights-Of-Way mowing (“ROW mowing”); and

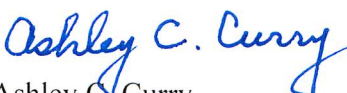
**WHEREAS**, the Public Services Director has reviewed the bids, established a bid tabulation in an Interoffice Memorandum to the City Manager dated September 20, 2022 and recommended acceptance of the bid submitted by Turf Management. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Ordinance Number 3127 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The bid submitted by Turf Management as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with Turf Management pursuant to said bid, a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3127; and
3. This Ordinance Number 3127 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 26<sup>th</sup> day of September, 2022.

  
Ashley C. Curry  
Mayor

ATTESTED BY:

  
Rebecca Leavings  
City Clerk

**Vestavia Hills Public Services  
1032 Montgomery Highway  
Vestavia Hills, AL 35216**

**INTEROFFICE MEMO**

Date: September 20, 2022

TO: Jeff Downes  
City Manager

From: Brian Davis  
Public Service Director

RE: ROW Mowing Bid

On July 21 bids were opened for ROW Mowing throughout the city. Two bids were received. Multiple invitations were sent to various contractors. The returned bids are listed below:

Company	Base Bid	Specialized Areas	Alternates
Turf Management	\$117,303 per year	\$6,740 one time	\$37,465 per year
Landscape Workshop	\$309,060 per year	\$3,675 one time	\$139,908 per year

Turf Management has the expiring contract for the ROW, and I recommend that we accept the bid for the new contract from Turf Management at the next available City Council Meeting. The funds were included in the FY23 budget requests

Please let me know if you have any questions.

CC: Rebecca Leavings  
Christopher Brady  
Jeff Hughes

## **Sample Contract for Rights of Way Mowing**

### **1. Scope of Services**

\_\_\_\_\_ (referred to as "CONTRACTOR") is to provide all supervision, labor, equipment and services required to perform all lawn services for Vestavia Hills Public Service as specified herein from October 1, 2022, to September 30, 2025, for the contract price of \_\_\_\_\_.

### **2. Safety Standards**

- a) All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.
- b) CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

### **3. Discontinuance of Work**

CONTRACTOR upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous as determined by the City of Vestavia Hills.

### **4. Observance of Laws, Ordinances and Regulators**

CONTRACTOR at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. CONTRACTOR shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

### **5. Protection of Underground Utilities**

CONTRACTOR shall be responsible for contacting the appropriate utility for location of any underground services, which are in the work area and could be damaged by operations of CONTRACTOR.

### **6. Addition or Deletion of Areas**

The City of Vestavia Hills reserves the right to change, add or delete areas for lawn service. This is conditional upon the total amount of funds available. The

City of Vestavia Hills shall give notice to CONTRACTOR of the areas to be serviced and the total amount of the annual lawn service contract. Unless otherwise authorized by the City of Vestavia Hills, failure of CONTRACTOR to comply with the approved lawn service schedule shall be sufficient cause to give notice that CONTRACTOR is in default of the contract.

#### **7. Work Schedule**

CONTRACTOR will schedule the work during typical work hours for related services, unless authorized by the City of Vestavia Hills. Serviced areas shall be completed on Tuesday-Friday, weekly, unless changed by City of Vestavia Hills.

#### **8. Licenses and Permits**

CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to contract.

#### **9. Subcontracts**

CONTRACTOR will not be allowed to subcontract work under this contract unless written approval is granted by the City of Vestavia Hills. CONTRACTOR, as approved, shall bind the subcontractor. All directions given to the subcontractor in the field shall bind CONTRACTOR as if the notice has been given directly to CONTRACTOR.

#### **10. Execution of the Contract**

The contract, when executed, shall be deemed to include the entire agreement between the parties. CONTRACTOR shall not base any claim for modification of the contract upon any prior presentation or promise made by representatives of the City of Vestavia Hills.

#### **11. Supervision**

This contract will be under the direct supervision of the City of Vestavia Hills. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between CONTRACTOR and City of Vestavia Hills and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

#### **12. Work Crew Supervision**

CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by CONTRACTOR to accept and act upon all directives issued by the City of

Vestavia Hills. (Within the Contract's scope of work) Failure of the supervisor to act on said directives shall be sufficient cause to give notice that CONTRACTOR is in default of the contract unless such directives would create potential injury or safety hazard.

### 13. Payments

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

### 14. Contract Termination

The City of Vestavia Hills shall have the right at any time to cancel this contract for reasons other than breach by CONTRACTOR and require CONTRACTOR to cease work thereon. In such cases CONTRACTOR will be paid for all work actually performed the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

### 15. Insurance

CONTRACTOR agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- a) For personal injuries, including death, in an amount of not less than:
  - i) \$500,000 for any one person occurrence
  - ii) \$1,000,000 for any one occurrence
  
- b) For damage to property not belonging to CONTRACTOR or his subcontractor s in an amount not less than:
  - i) \$500,000 for any one accident
  - ii) \$1,000,000 aggregate amount
  
- c) For personal injuries including death and/or for damages to property not belonging to CONTRACTOR or his subcontractor s caused by automotive equipment or used by CONTRACTOR or his subcontractors in an amount not less than:
  - i) \$500,000 personal injury per person per occurrence
  - ii) \$1,000,000 personal injury per occurrence
  - iii) \$500,000 property damage per accident
  
- d) Workmen's Compensation, State and Federal Statutory requirements plus:
  - i) \$500,000 employer's liability per person  
Such insurance shall be placed with an insurer acceptable to the City of Vestavia Hills and the policies shall provide notice by the insurer to the

City of Vestavia Hills of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills as an additional insured there under.

#### **16. Crew Information**

- a) Crews will be dressed neat. Shirts shall be worn at all times
- b) Courtesy to persons utilizing City facilities is required at all times
- c) Breaks will be taken individually
- d) No “horseplay” will be tolerated on the job.
- e) All refuse from lunches and breaks will be disposed of immediately.
- f) No items of trash will be run over with mowers or weed eaters. Trash pick-up is the responsibility of the City and efforts must be made to schedule lawn maintenance accordingly.

#### **17. Equipment**

- a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the City of Vestavia Hills. The City of Vestavia Hills reserves the option to demand replacement of any equipment, which in its opinion has a poor operational record.
- b) Equipment will not be stored on City property.
- c) All equipment, which is to be used on the work, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- d) Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.
- e) Sharpen blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

Signed for CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

Date

Signed for the City of Vestavia Hills

\_\_\_\_\_

\_\_\_\_\_

Mayor

Date

\_\_\_\_\_

\_\_\_\_\_

City Manager

Date

Invitation to Bid - ROW Mowing & Maintenance

INVITATION TO BID

CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF VESTAVIA HILLS ON JULY 21, 2022 AT 10:00 AM. BIDS TO BE TURNED IN NO LATER THAN 10:00 AM ON THIS DATE.

DATE: June 20, 2022
BID: ROW Mowing and Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

\*\*\*\*\*

NAME OF COMPANY: Turf Management Systems, Llc

ANNUAL PRICE\*: \$102,853 WARRANTY: 90 days

DELIVERY DATE: July 21, 2022

BIDS GOOD THROUGH\*\*: October 20, 2022

\*See Specifications Enclosed.

\*\*All bids must be good for a minimum of 90 days.

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

This form must be notarized.

FIRM Turf Management Systems, Llc

Sworn and Subscribed before me this the 20 day of July 2019. 2022

BY [Signature] President

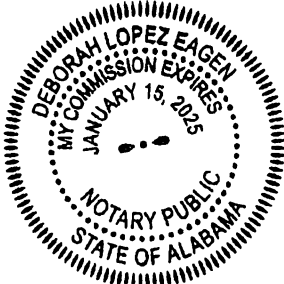
ADDRESS 2120 16th Ave S Suite 100

Birmingham, Al 35205

PHONE 205-979-8604

My Commission Expires January 15, 2025 DATE July 20, 2022

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.



[Signature]
Rebecca Leavings, Purchasing Agent



<b>Bid Sheet for ROW Mowing/Maintenance</b>	
Company <u>Turf Management Systems, Llc</u> Representative <u>Chris Sheedy</u>	
Required Work Annual Cost	\$ 102,853
<b>Specialized Areas</b>	
A. Cahaba Heights Entrance at Highway 280 and Dolly Ridge Road	
Initial Cost	\$ 6,740
Annual Maintenance Cost	\$ 1,250
B. Highway 31/165/Columbiana Road Intersection to Montreat Drive	
Annual Maintenance Cost	\$ 1,500
C. Chemically Treat medians on Highway 31 - Minimum 3 times per year	
Per Treatment Cost	\$ 3,900
<b>Alternate Areas</b>	
Alternate A	
Annual Maintenance Cost	\$ 27,161
Alternate B	
Annual Maintenance Cost	\$ 10,304

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Turf Management Systems, LLC

2120 16th Ave. S. Suite 100, Birmingham, AL 35205

as Principal, hereinafter called the Principal, and FCCI Insurance Company

6300 University Parkway, Sarasota, FL 34240

a corporation duly organized under the laws of the State of FL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Vestavia Hills

1032 Montgomery Highway, Vestavia Hills, AL 35216

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

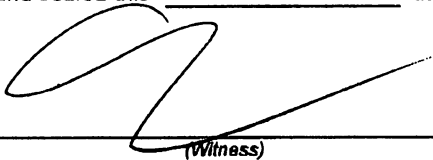
Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ROW Mowing & Maintenance

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of July, 2022

  
(Witness)

Turf Management Systems, LLC

(Principal)

(Seal)

By: 

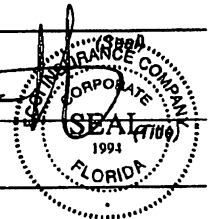
  
(Title)

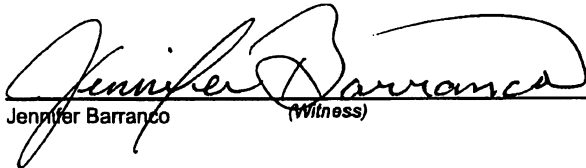
FCCI Insurance Company

(Surety)

By: 

Attorney-in-Fact Jeffrey W. Cutshall



  
Jennifer Barranco  
(Witness)



**GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

**Jeffrey W. Cutshall**

Each, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

Surety Bond No.: Bid Bond  
Principal: Turf Management Systems, LLC  
Obligee: City of Vestavia Hills

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any 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.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

**CERTIFICATE**

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 21st day of July, 2022

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

Invitation to Bid - ROW Mowing & Maintenance

INVITATION TO BID

CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF VESTAVIA HILLS ON JULY 21, 2022 AT 10:00 AM. BIDS TO BE TURNED IN NO LATER THAN 10:00 AM ON THIS DATE.

DATE: June 20, 2022
BID: ROW Mowing and Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

NAME OF COMPANY: Landscape Workshop, LLC
ANNUAL PRICE\*: \$224,808.00 WARRANTY: 5% bid price/attached
DELIVERY DATE: July 21, 2022
BIDS GOOD THROUGH\*\*: November 1, 2022

\*See Specifications Enclosed.
\*\*All bids must be good for a minimum of 90 days.

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

This form must be notarized.

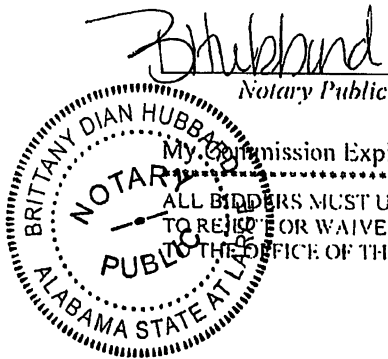
FIRM Landscape Workshop, LLC

Sworn and Subscribed before me this the 20th day of July 2022.

BY [Signature]
ADDRESS 550 Montgomery Hwy, suite 200 Vestavia Hills, AL 35216

PHONE 205/424-0244

DATE July 20, 2022



My Commission Expires 3/22/26

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

[Signature]
Rebecca L. Savings, Purchasing Agent

## Bid Sheet for ROW Mowing/Maintenance

Company Landscape Workshop, LLC  
 Representative Adam Leger, General Manager/Central AL

Required Work Annual Cost	\$	224,808.00*
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\* cost does NOT included Specialized Areas' annual costs below

### Specialized Areas

A. Cahaba Heights Entrance at Highway 280 and Dolly Ridge Road

Initial Cost	\$	3,675.00
Annual Maintenance Cost	\$	11,892.00

B. Highway 31/I65/Columbiana Road Intersection to Montreat Drive

Annual Maintenance Cost	\$	50,940.00
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C. Chemically Treat medians on Highway 31 - Minimum 3 times per year

Per Treatment Cost	\$	7,140.00
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### Alternate Areas

Alternate A

Annual Maintenance Cost	\$	122,640.00
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Alternate B

Annual Maintenance Cost	\$	17,268.00
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## BID BOND

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Landscape Workshop, LLC  
550 Montgomery Highway, Suite 200  
Vestavia Hills, AL 35216

**SURETY:**

*(Name, legal status and principal place of business)*

Westchester Fire Insurance Company  
436 Walnut Street, P. O. Box 1000  
Philadelphia, PA 19106  
**Mailing Address for Notices**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

**BOND AMOUNT:** 5% Five Percent of Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

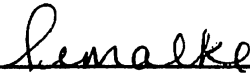
ROW Mowing and Maintenance

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

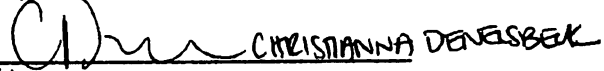
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

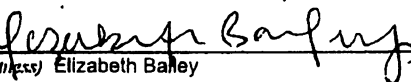
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of July, 2022.

  
\_\_\_\_\_  
*(Witness)*

Landscape Workshop, LLC  
*(Principal)* \_\_\_\_\_ *(Seal)*

By:   
*(Title)* CFO

  
\_\_\_\_\_  
*(Witness)* Elizabeth Bailey

Westchester Fire Insurance Company  
*(Surety)* \_\_\_\_\_ *(Seal)*

By:   
*(Title)* Thomas J. Bole, Attorney-in-Fact

CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Thomas J. Bole, Sharon E. Griffith, Grantland Rice III and Gregg A. Tatum of Birmingham, Alabama -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any Instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of June, 2019.

*Dawn M. Chloros*  
Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*  
Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 5th day of June, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS  
NOTARY PUBLIC OF NEW JERSEY  
No. 50072400  
Commission Expires November 22, 2022

*Rose Curtis*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that  
(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,  
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 21, 2022.



*Dawn M. Chloros*  
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com





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## City of Vestavia Hills: ROW Mowing and Maintenance Proposal

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July 21, 2022

PREPARED FOR

**Brian Davis, Director of Public Services**  
**Rebecca Leavings, Purchasing Agent**

PREPARED BY

**Caren Gresham, Business Development Manager**  
**Landscape Workshop, Central AL**  
**Cell (205) 552-4241**





City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

Dear Brian and Rebecca,

Thank you for allowing **Landscape Workshop** to prepare and present our proposal for landscaping and professional grounds management services for the **City of Vestavia Hills/ROW Mowing & Maintenance**.

For over 35 years, Landscape Workshop has built its reputation as the leading and largest commercial landscaping and professional grounds maintenance services company in the Southeast. With our headquarters in Birmingham and (12) branch operations serving clients in AL, MS, GA, TN, KY and northwest FL- we continue to bring out the best in every property.

**Landscape Workshop** is a commercial properties full service landscape and grounds management company. In addition to scheduled turf, shrubbery, arbor, seasonal color plantings and complete irrigation system maintenance- we also provide complete landscape architecture design and installation services. Our commitment to professionalism and client communications sets us apart and has earned us our reputation as the "lead dog" in the landscaping industry.

Should our proposal not totally meet your exact requirements, we would welcome the opportunity to have further dialogue to explore the quoted Scope of Work specifications. Our objective is to create a more customized package of services that will help you to best realize your landscaping goals, while meeting your financial budget management requirements.

Thank you, again. We are eager to earn your business and truly look forward to partnering with you.

Sincerely,

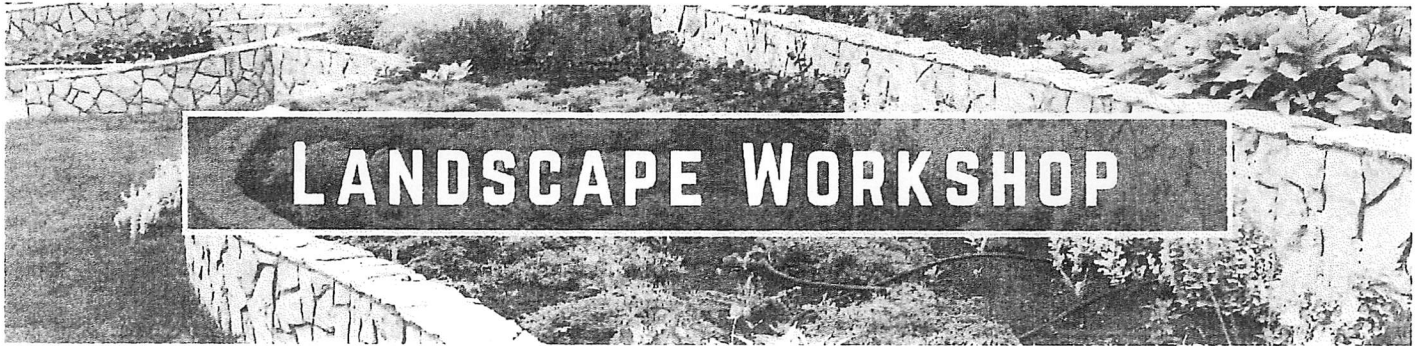
*Caren Gresham*

Business Development Manager/Central AL  
**Landscape Workshop**

Landscape Workshop is a full-service grounds maintenance provider for commercial properties across the Southeast. Our reputation for excellence is driven by our carefully-cultivated team of professionals, which includes degreed horticulturalists, expert landscapers, irrigation specialists and hundreds of year-round, E-verified, background checked, experienced crew members.

As one of the largest landscaping companies in the US, the LW footprint includes all of Alabama and Tennessee and expands into parts of Georgia, Kentucky, Mississippi and the Florida panhandle. We continue to expand our footprint.

As a trusted industry leader since 1984, we have been maintaining landscapes and providing superior customer service for close to 40 years. Our comprehensive line of service offerings includes: landscape maintenance and design, award-winning seasonal color programs, irrigation installation and maintenance, facility services, as well as landscaping construction and installation.



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**a leader in the  
GREEN  
INDUSTRY  
since 1984**

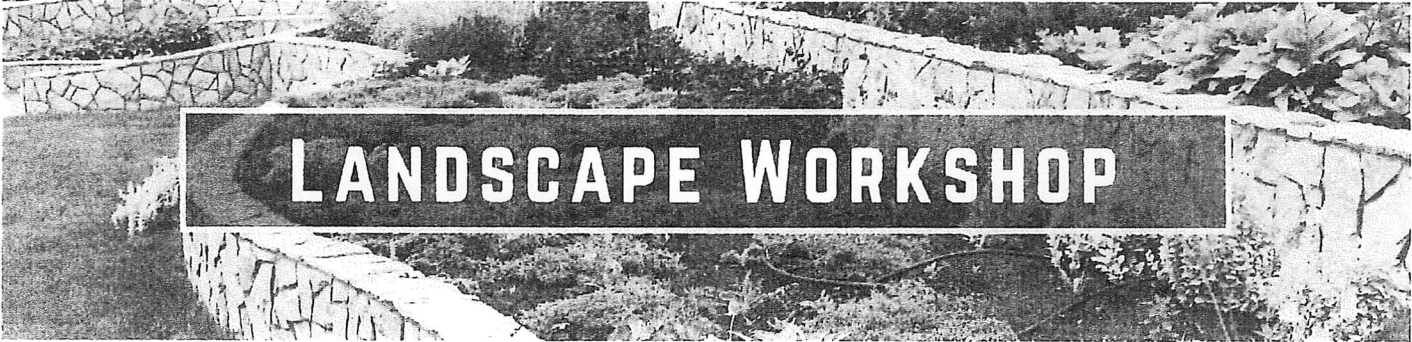
**over 600 years  
INDUSTRY  
EXPERIENCE  
combined**

**one of the  
TOP 50  
LANDSCAPE  
COMPANIES  
in the U.S.**

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 Professional Grounds Management 



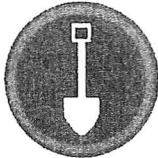
Maintenance



Enhancements



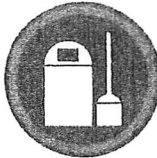
Floriculture



Construction



Irrigation



Facility Services

**PROACTIVE  
MANAGEMENT**

**Perceptive &  
Prompt**

LW proactively informs customers about their properties' needs with focused attention and frequent communication. Clients are able to leave the worry to us.

**DEDICATED  
PROFESSIONALS**

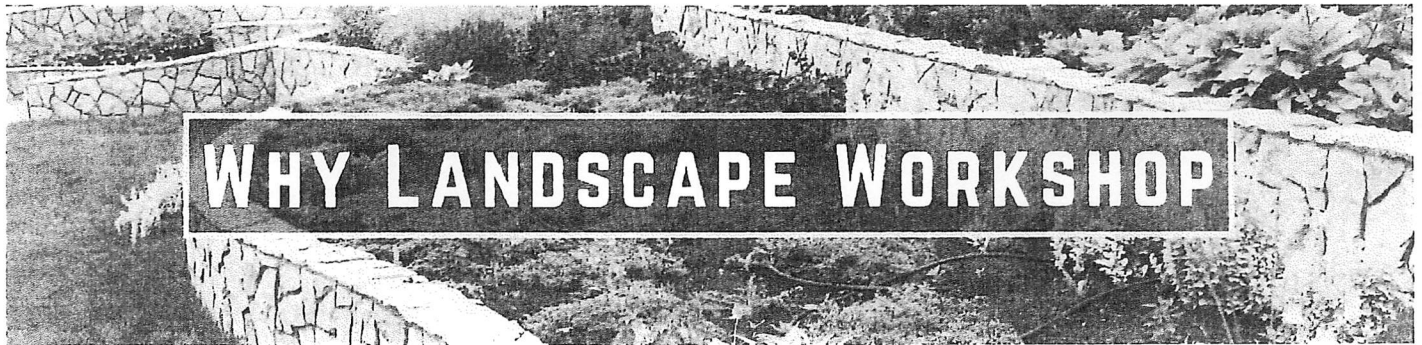
**Passionate  
About  
Landscaping**

LW's team of highly trained professionals is the foundation of our success. We empower team members to address all landscaping needs quickly and efficiently.

**QUALITY  
SERVICE**

**Committed to  
Excellence**

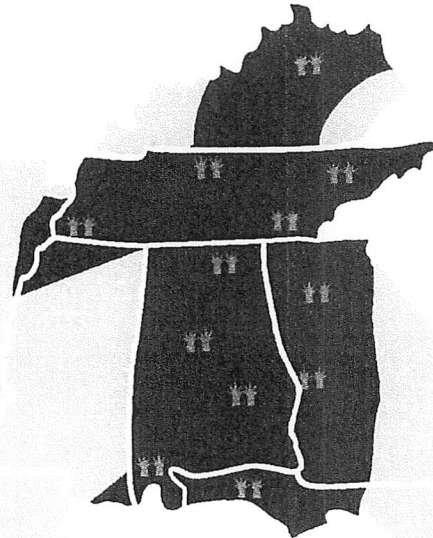
LW is consistently recognized for providing comprehensive commercial landscape services and solutions that exceed our client expectations.



With multiple locations throughout the southeast, LW has the resources to consistently deliver superior landscaping services across our expansive footprint. Our regional clients have the unique benefit of hiring one landscape vendor for multiple locations.

**REGIONAL CLIENTS**

- |                             |                          |
|-----------------------------|--------------------------|
| Baumhower's Victory Grille  | Urgent Care for Children |
| Church of Latter Day Saints | Regions Bank             |
| BC/BS of Alabama            | Cadence Bank             |
| CVS Pharmacy                | QuikTrip                 |





Landscape Workshop's flagship location, LW Birmingham, proudly serves as Central Alabama's largest provider of commercial landscaping services. Since 1984, our team of dedicated professionals has earned a well-deserved reputation for providing expert landscaping services with a proactive management approach. LW Birmingham operates out of two branch locations, allowing us to provide professional commercial landscaping services throughout Central Alabama. Our service area extends east to Tuscaloosa, west to Pell City, and north to Cullman, south to Sylacauga.

Under the leadership of General Manager Adam Leger, the LW Birmingham team is held accountable to delivering high-quality service with proactive management and responsive communication. Our experienced horticulturalists are passionate about landscaping and are dedicated to providing our customers with a first-class experience. Adam ensures his team performs at a high-level by consistently developing talent and upholding LW's culture of safety and performance.



Adam Leger

**ADAM LEGER, General Manager**

[aleger@landscapeworkshop.com](mailto:aleger@landscapeworkshop.com)

Education: Auburn University | B.S. in Ornamental Horticulture

With over 15 years of experience in the green industry, Adam has dedicated his career to providing exceptional landscaping services to a wide array of commercial clients. Since joining Landscape Workshop in 2014, Adam's exceptional performance and dedication to customer service resulted in numerous promotions. Prior to his role as General Manager of LW Birmingham, Adam served as Operations Manager for Central Alabama, General Manager of LW Montgomery/Auburn and General Manager of LW Nashville.

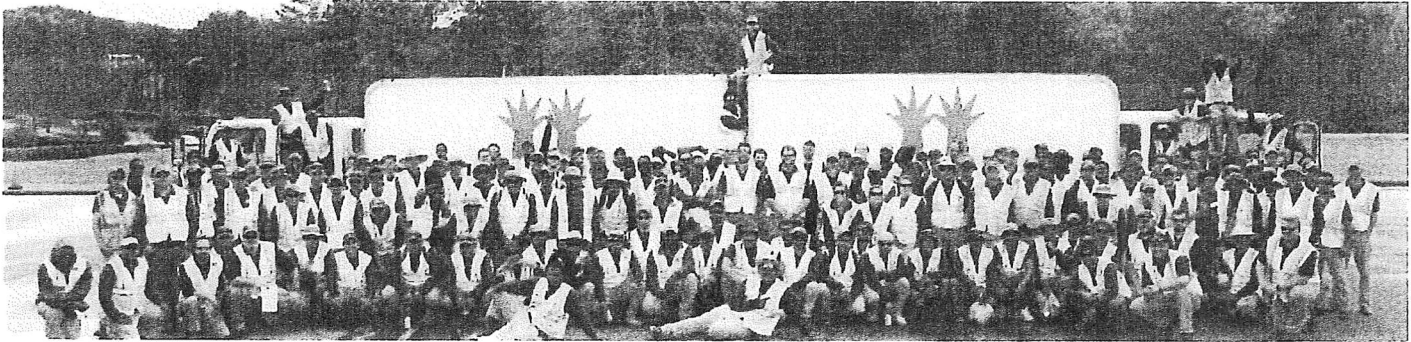


Caren Gresham

**CAREN GRESHAM, Business Development Manager**

[cgresham@landscapeworkshop.com](mailto:cgresham@landscapeworkshop.com)

With over 10-years of sales experience, Caren serves as the Business Development Manager for the Central Alabama market. Caren obtained a Master's Degree in Social Work, starting out as a Medical Social Worker and Case Manager. Progressing her career, she took on the role of Pharmaceutical Sales Representative, and most recently held the title of District Sales Manager for a high-end women's clothing line. Caren joined the Landscape Workshop in 2021, bringing with her an established sales background and a thoughtful appreciation of the Greater Birmingham area. Caren is passionate about creating and cultivating professional relationships as she works to expand LW Birmingham's portfolio of commercial accounts.



JT BURKHART

**JT BURKHART, Account Manager**

[jtburkhart@landscapeworkshop.com](mailto:jtburkhart@landscapeworkshop.com)

**Our Clients  
Say It Best...**

*"They are extremely dependable and I never have to call them back for anything. Our grounds look great!"*

*"Your people are your biggest asset. All of my account managers are great. The people are easy to deal with, knowledgeable and seem eager to do a good job."*

*"Landscape Workshop does an exceptional job with keeping our property looking Great!"*

**Proactive Management**

LW Birmingham's team of Account Managers is comprised of degreed, knowledgeable horticulturalists who are committed to exceeding our customers' needs and expectations. Using a proactive management approach, their responsibility is to ensure that field crews provide superior service and high-quality product while operating safely and efficiently.

LW Account Manager's serve as a single-point-of contact for our customers, ensuring consistent and reliable service through thoughtful attention and open communication.

**Dedicated Professionals**

Our team of hard-working professionals is the foundation of Landscape Workshop's success; employees are held to the highest standards of safety and professionalism. All LW team members are E-verified and background checked, full-time employees who consistently receive comprehensive training on safety and best practices. LW empowers team members to address landscaping needs quickly and efficiently.

**Quality Service**

LW strives to consistently provide comprehensive landscape services and solutions that not only meet our clients' needs, but also exceed their expectations. Our professionals are dedicated to excellence, providing detailed care that takes the headache out of landscape management for our busy clients.

Our breadth of services affords our customers the benefit of hiring one vendor to oversee all grounds management matters.

🌿 Local Representative Clients 🌿

Cahaba Grand Office Park  
The Pizitz  
Bayer Properties  
One Inverness Center  
The Colonnade

Shannon Waltchack Group  
Retreat at Greystone  
The Narrows  
Summer Classics

Pell City Municipal Complex  
Patton Creek  
Mitchell's Place  
Town of Mount Laurel  
Altamont School



**CLIENT PORTFOLIO**

🌿 LW Representative Commercial Clients 🌿

CORPORATE / OFFICE

ALFA Alabama Headquarters  
BL Harbert International  
Redstone Gateway  
Airpark Business Center

HOSPITALITY

InTown Suites  
OWA Amusement Park  
Edgewater Beach Resort  
Sea Watch Condominiums

RETAIL

Tanger Outlets  
The Summit Birmingham  
The Pinnacle at Turkey Creek  
Bass Pro Shops

EDUCATION

Auburn University Research Park  
University of Tennessee  
Memphis University School  
University of Kentucky

INDUSTRIAL

Home Depot Warehouse  
Southern Research Institute  
American Honda Motor Corp.  
Blue Bell Creameries

HOA

The Waters HOA  
Swift Creek Plantation  
Creekside Manor HOA  
Ross Bridge Neighborhood Association

HEALTHCARE

Children's of Alabama  
UAB Midwest Emergency Room  
South Baldwin Regional Medical Center  
Baptist Memorial Hospital

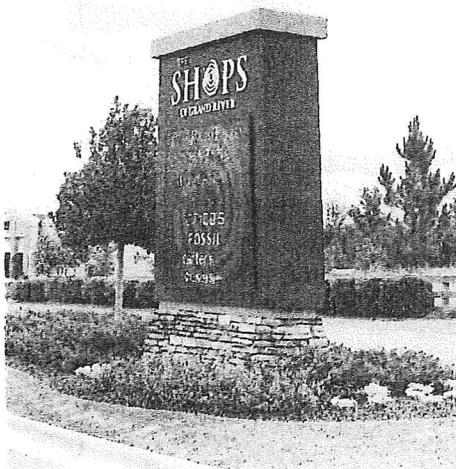
MUNICIPAL

City of Hoover  
City of Foley ~ Floriculture  
Town of Collierville  
Pell City Municipal Complex

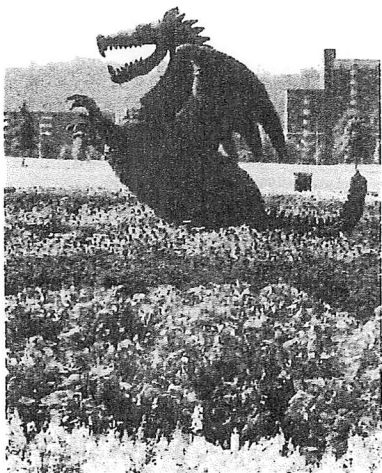
SENIOR LIVING

Shannondale of Maryville  
Somerville Senior Living  
Meadowthorpe Assisted Living  
Dominion Senior Living





# LOCAL PORTFOLIO



## 🌿 The Landscape Workshop Difference 🌿

Landscape Workshop employees are held to the highest standards. From our crews in the field to our corporate culture, we pride ourselves on our professionalism. We enforce strict conduct measures to ensure a first-class experience at every property and to keep our employees and clients safe at all times.

- |                                 |                                 |                             |
|---------------------------------|---------------------------------|-----------------------------|
| Professional Crews              | Consistent Safety Training      | No Smoking or Headphones    |
| Dedicated Point Of Contact      | Regular Property Quality Audits | Neat And Clean Vehicles     |
| E-verified, Full-time Employees | Landscape Workshop Uniforms     | State-of-the-art Technology |
| Background Checks               |                                 | Insured And Compliant       |

### Single Source For All Grounds Management Services



## 🌿 Industry Awards and Honors 🌿

- NATIONAL ASSOCIATION OF LANDSCAPE PROFESSIONALS
- Silver Award of Excellence The National Memorial for Peace and Justice, 2019 and 2021
  - Overall Safety Achievement Award Silver Performance Level, 2020
  - No Days Away from Work Award, 2020
  - Bronze Award of Excellence Pinnacle at Turkey Creek, 2018
  - Grand Award of Excellence the Summit Birmingham, 2017
  - Award of Excellence Redstone Gateway, 2016

LANDSCAPE MANAGEMENT  
LM150 Largest Landscape Companies

BIRMINGHAM BUSINESS JOURNAL  
Birmingham's Top Landscape Firm  
Birmingham's Top 30 Fastest Growing Companies  
Birmingham 100 - Largest Private Companies

LAWN AND LANDSCAPE  
Top 100 List, 2020

INC. 5000  
Fastest Growing Private Companies, 2020

GREATER BIRMINGHAM APARTMENT ASSOCIATION  
Best of the Best: Landscaping Company

# MAINTENANCE CONTRACT

## Annual Landscape Maintenance Service

### term of agreement, cancellation, even monthly payments, and equalization fee

The Term of the contract for Annual Landscape Maintenance Services shall be for a period of twelve (12) months. This Landscape Maintenance Services contract may be canceled by either party effective thirty (30) days from receipt of written notice from the other party. Although the payment schedule for these services is pro-rated into twelve (12) equal monthly installments for Customer's convenience, the actual cost of the Landscape Maintenance Services are substantially higher during the growing season months. Therefore, if during the twelve month contract period this contract is canceled by the Customer for any reason, the Customer agrees to pay the Contractor any amount (the "equalization fee") above and beyond the amounts already paid for the actual work performed. The chart below illustrates the percent of the contract's value performed in each month. Enhancement services included in monthly installments, such as seasonal color and mulch, are not included in the chart and will be added to the value performed for purposes of calculating the equalization fee if the work has been completed. For example, if a contract without enhancement services begins on January 1 and is canceled after its tenth month, 89% of the annual work will have been performed but only 83.3% of the annual contract value will have been billed. The equalization fee charged to the Customer will be 5.7% of the annual contract value.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
4.0%	7.0%	8.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	6.0%	5.0%	100%

## Annual Facility (Sweeping, Portering, And Outdoor Janitorial) Services

### term of agreement and cancellations

The term of the contract for Annual Facility Services shall be for a period of twelve (12) months. The Facility Services contract may be canceled by either party effective thirty (30) days from receipt of written notice from the other party. Because the cost structure of Facility Services is not seasonal, there is no equalization fee for cancellation of Facility Services at any time.

## Automatic Renewal

In the event the Customer does not provide Contractor with 30-days written notice of their intent to discontinue services on the annual expiration date, this contract will automatically renew itself year-to-year under the same terms and conditions herein until canceled by either party upon 30-days written notice. After one full calendar year of service the next and subsequent renewal prices will be increased by the same percent as the increase in the US Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the previous year, which can be found on a monthly basis at [bls.gov/cpi/latest-numbers.htm](http://bls.gov/cpi/latest-numbers.htm). Landscape Workshop will provide at least 30 days written notice of the Annual Increase to the Customer.

## Payments

All payments for Services provided under this contract are due and payable on the first day of each month. Terms are NET THIRTY (30) DAYS. Balance Due not paid by the thirtieth (30th) day of the month will be charged a late fee of 1.5% per month beginning forty (40) days after the invoice date. In the event that it is necessary for Contractor to employ an attorney or collection agency to collect any monies owed by Customer under the terms of this contract, or if Contractor incurs any expense in the exercise of any rights hereunder, Customer agrees to pay all reasonable attorney fees, charges made by the collection agency, or any expense of Contractor incurred as a result of the Customer default. Amounts outstanding at the time of termination shall become immediately due and payable. Customer must pay all invoices in full by the due date to avoid any interruption in services. Contractor may suspend services as a result of any amounts that are past due. If the Customer is not current with all payments and services are interrupted, this contract will remain in place and once payments are current, services will resume as normal.

## MAINTENANCE CONTRACT

### Workmanship And Customer's Duty To Inspect Work

Work shall be performed in a workmanlike manner according to standard practices. Contractor reserves the right to assign or subcontract any part of this work. Customer has a duty to inspect the property or properties described herein within three (3) days after any services performed. If the Customer has reasonable cause for dissatisfaction with the work performed, written notice of such dissatisfaction shall be provided to Contractor within five (5) days from the completion of services. Contractor shall then have ten (10) days to repair or correct such work at no additional cost to Customer. Customer's failure to properly notify Contractor of any dissatisfaction of any work called for under this Agreement shall constitute a waiver of any claim or offset Customer may have in regards to the services rendered by Contractor under this contract.

### Liability, Insurance, Choice Of Law, Pricing, Scope Of Services, And Other Provisions

Contractor will carry worker's compensation, automobile liability, and comprehensive general liability insurances for the duration of this contract and upon request will provide a certificate of insurance. Contractor is an independent contractor and Customer assumes no liability for injury to the Contractor or the Contractor's agents, servants, or employees. Contractor is not responsible for additional services required as a result of storms, freezes, hurricanes, tornadoes, special events and gatherings, vandalism, theft, fire, Acts of God, etc. The Customer specifically agrees not to employ any employees of Contractor while they are under the employment of Contractor or for a six (6) month period after they leave the employment of Contractor. The "Investment" page accompanying this contract lays out the agreed upon pricing for the contracted services and is incorporated into this contract, as is the attached Schedule of Services. It shall be understood that any liability of the Contractor shall in all circumstances be limited to the one year value of this agreement. This agreement shall be governed by the laws of the state in which the property being serviced is located. Note that all landscaping services provided in Kentucky are subject to a 6% sales tax and certain landscape installation services provided in Mississippi are subject to a 7% sales tax. All sales taxes will be added to the customer's invoice.

**Contract Start Date:**

10 / 1 / 22

Customer Authorized Signature

Print Name

Title

Customer Company Name

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Total Annual Investment:** \_\_\_\_\_

**\$224,808.00**

*Adam Leger*

Landscape Workshop Authorized Signature

**Adam Leger**

Print Name

**General Manager/Central AL Branch**

Title

Date: 7 / 21 / 22

If there are contacts other than listed above, please let us know who they are

Property Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

AP Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Do you prefer invoices mailed or emailed? \_\_\_\_\_

AP mailing/email address: \_\_\_\_\_