

ORDINANCE NUMBER 3128

AN ORDINANCE ACCEPTING A BID FOR LANDSCAPE MAINTENANCE WITHIN THE CITY OF VESTAVIA HILLS

WHEREAS, on July 21, 2022 the City of Vestavia Hills publicly read aloud bids submitted for Landscape Maintenance; 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 3128 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 3128; and
3. This Ordinance Number 3128 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 26th 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: Landscape Maintenance Bid

On July 21 bids were opened for Landscape Maintenance for City Hall, Police Station, Library, and Parks throughout the city. Three bids were received. Multiple invitations were sent to various contractors. The returned bids are listed below:

Company	Bid	Per Cut Areas
Turf Management	\$192,110.00 per year	\$2,347.00 per cut
Landscape Workshop	\$395,406.00 per year	\$4,908.00 per cut

I recommend that the bid for the new contract from Turf Management be accepted 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
Jamie Lee

Sample Contract for Grounds Maintenance

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 subcontractors 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 subcontractors 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.

18. Required Work

City Hall Complex to include Police Department

- All work to be done once a week, on Monday-Thursday unless changed by inclement weather or by the direction of the Director of Public Service or designee.
- Mow; trim hedges and weed eat/trim all common areas.

- All lawns should be over-seeded during the winter months to ensure green lawns year-round.
- The two large lawns should be aerated and top-dressed at least 2 times per year
- Fertilize lawns as necessary to maintain the health of the lawns
- All areas should be **weed free** to include lawns, beds and sidewalks
- Edge curbing in all areas where curbing exists
- Maintain beds to include bed cover, perennials, annuals, and edging/trimming. (mulch should be renewed at least 2 times per year)
- Keep leaves swept up during fall in the areas.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

McCallum, Byrd, Shallowford, Meadowlawn Parks

- All work to be done once a week during the months of March through September, on Tuesday-Friday unless changed by inclement weather or by the direction of the Director of Public Service or designee. Work to be done twice per month from October through February.
- Mow; trim hedges and weed eat/trim entire park common areas.
- Edge curbing in all areas where curbing exists
- Keep leaves swept up during fall in the areas.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Common Area behind The Glenn, Town Village, and Andy's Nursery

- All work to be done once a week during the months of June through September, on Tuesday-Friday unless changed by inclement weather or by the direction of the Director of Public Service or designee. Work to be done once per month from

- p) All work to be performed every 3 weeks during the months of April through August. Work to be performed as needed during September through March. Total not to exceed 10 times annually.
- q) Mow entire acreage to a height not to exceed 4 inches. Ensure paved paths are clear of debris and grass clippings.
- r) All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- s) When work is complete all sidewalks, roads, etc must be free of clippings.
- t) If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- u) Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Wald Park

- All work to be done once a week, on Monday-Thursday unless changed by inclement weather or by the direction of the Director of Public Service or designee.
- Mow; trim hedges and weed eat/trim all common areas.
- The two large lawns should be aerated and top-dressed at least 2 times per year
- Fertilize lawns as necessary to maintain the health of the lawns
- All areas should be **weed free** to include lawns, beds and sidewalks
- Edge curbing in all areas where curbing exists
- Maintain beds to include bed cover, perennials, annuals, and edging/trimming. (mulch should be renewed at least 2 times per year)
- Keep leaves swept up during fall in the areas.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Liberty Park Sports Complex

- All work to be done once a week, on Monday-Thursday unless changed by inclement weather or by the direction of the Director of Public Service or designee.
- Mow; trim hedges and weed eat/trim all areas outside of the athletic fields to include the area between the baseball/softball fields and parking lot areas. The area from the parking lot to the fence for the soccer fields should be maintained. The grass along the roadway inside the park should be maintained on both sides of the

road for at least 15 feet where possible. The grassy areas around the tunnel on both sides of the road should be maintained and have a clean appearance. It does not include the area in the fenced maintenance building area.

- All areas should be **weed free** to include lawns, beds and sidewalks
- Edge curbing in all areas where curbing exists
- Maintain parking islands with mulch (mulch should be renewed at least 2 times per year)
- Keep leaves swept up during fall in the areas.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Cahaba Heights Park

- All work to be done once a week, on Monday-Thursday unless changed by inclement weather or by the direction of the Director of Public Service or designee.
- Mow; trim hedges and weed eat/trim all common areas.
- All lawns (except the dog park) should be over-seeded during the winter months to ensure green lawns year-round.
- The play lawn should be aerated and top-dressed at least 2 times per year
- Fertilize lawns as necessary to maintain the health of the lawns
- All areas should be **weed free** to include lawns, beds and sidewalks
- Edge curbing in all areas where curbing exists
- Maintain beds to include bed cover, perennials, annuals, and edging/trimming. (mulch should be renewed at least 2 times per year)
- Keep leaves swept up during fall in the areas.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.

- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Dog Parks (Cahaba Heights and SHAC)

- All work to be done once a week March through September and twice per month October through February, unless changed by the direction of the Director of Public Service or designee.
- Mow and weed eat/trim all areas inside the fence and trim the fence line inside and outside.
- Evaluate irrigation infrastructure in the park to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Civic Center

- All work to be done once a week March through September and twice per month October through February, unless changed by the direction of the Director of Public Service or designee.
- Mow; trim hedges and weed eat/trim all common areas.
- Fertilize lawns as necessary to maintain the health of the lawns
- All areas should be **weed free** to include lawns, beds and sidewalks
- Edge curbing in all areas where curbing exists
- Maintain beds to include bed cover, perennials, annuals, and edging/trimming. (mulch should be renewed at least 2 times per year)
- Keep leaves swept up during fall in the areas.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Library in the Forest

- All work to be done weekly from March 1 through September 30, on Tuesday-Friday unless affected by inclement weather or by a special request from the Director of Public Service or designee. From October 1 through February 28, all work is to be done bi-weekly.
- Scope of work includes:
 - a. Mowing lawns, edge, weed-eat along Roundhill Road, both parking lots, both sides of the building, and the back of the building
 - b. Edge curbing in all areas where curbing exists
 - c. Fertilize ornamental plantings and bed areas in accordance with the specific needs of the plants and to maintain a healthy and vigorous condition.
 - d. Maintaining all beds to include bed cover, perennials, annuals, and edging/trimming. Beds include those along Roundhill Road, both parking lots, the front of the building, the sides of the building, the back of the building, and the Rooftop Garden.
 - e. Replenishing mulch in all beds twice per year in March and September
 - f. Pruning and trimming plants in all beds annually in March and / or April
 - g. Replacing dead plants, shrubs, trees, etc. with a similar plant variety after discussion with the Director of Public Service or his designee.
 - h. Controlling/pulling weeds in all landscaping within the beds, grass areas, and lawns
 - i. Picking up, removing, and disposing of all trash and debris, such as paper, bottles, cans, leaves, weeds, broken limbs, etc.
 - j. Sweeping, blowing and bagging leaves throughout the year in all areas, including the entrances in the front and back of the Library.
 - k. Trimming and maintaining the path to and places around the Remembrance Garden located behind the Library and near the pathway to the trails
 - l. Evaluate irrigation infrastructure in the lawns, beds and rooftop garden to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete, all sidewalks, roads, etc. must be free of clippings.
- If work is unsatisfactory, the contractor will be notified by the Director of Public Service or his designee and will be given a deadline to make corrections. If corrections are not made to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor. If repairs are not made in a timely manner, a 25% penalty for the month's payment will be imposed.

19. Required Documentation

- Detailed Reports for each venue should be prepared and emailed to the Director of Public Services or designee on a quarterly basis (January 15, March 15, June 15,

and September 15). In the report the following information at a minimum should be included:

- i) Number of visits with dates of visits
- ii) Fertilization and chemical application schedule
- iii) Any irrigation system concerns
- iv) Any dead loss
- v) Any new plantings (perennials, annuals, etc.)
- vi) Over seeding schedule if applicable
- vii) Any upcoming potential concerns (i.e. end of life cycle)

MAINTENANCE OPERATIONS

LAWNS:

Mowing:

- 1. Mow lawns needed to maintain a neat appearance.
- 2. Lawn height shall not exceed one-half again the specified mowing height before mowing. Mow Bermuda lawn at a cutting height of one and one-half inches (1 1/2").
- 3. Bag clippings during mowing or remove immediately after mowing is performed. Dispose of clippings off site.
- 4. Immediately remove debris resulting from mowing operations from curbs, walks, drives and other surfaces.

Edging:

- 1. Edge curbs, drives, walks and areas bordering lawn needed to maintain a neat appearance.
- 2. Remove and dispose of off-site, all debris the same day as the areas are edged.
- 3. Edge around trees, posts, utilities, etc. Do not use a weed eater around trees and shrubs.
- 4. Maintain all shapes and configurations of plant beds as originally installed. Provide a clean trenched line between all lawn and mulched areas.

Debris Removal:

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc. as necessary to maintain a manicured, neat and clean appearance.

SHRUB PLANTINGS AND BED AREAS:

Pruning:

1. Prune all ornamental plantings in accordance with standard horticultural practice to adequately maintain an attractive shape and fullness with respect to the intended character of the plant. Pruning shall be done with clean, sharp tools.
2. Prune to remove dead and/or diseased wood as it occurs throughout the year.
3. Remove and dispose of off-site, all debris the same day it is accumulated.

Mulching/Straw:

1. Rake bed surface areas one (1) time per month minimum to maintain a fresh appearance and to remove foreign material.
2. Replenish mulch/straw two (2) times a year minimum, once in the spring and once in the fall. Replenish to the original specified depth of 2" after settlement.

Fertilization:

1. Fertilize ornamental plantings and bed areas in accordance with the specific needs of the plants to maintain a healthy and vigorous condition.
2. Apply fertilizer two (2) times a year minimum with a fertilizer analysis confirming to Soil Test Reports. Spread fertilizer around the base of the plant and work into soil by hand. Thoroughly water all plantings immediately following fertilizer application.

Insect and Disease Control:

1. Inspect all ornamental plant material once every two (2) weeks to ensure against insect infestations or diseases.
2. Apply insecticides, pesticides or fungicides as required for effective control of identified conditions. Use manufacturer's recommended rates of application and precautions.

Weed Control:

1. Contractor shall employ mechanical or chemical measures to ensure that weeds or undesirable plants or grasses do not encroach upon or establish in shrub areas.
2. Apply pre-emergent herbicides to shrub and bed areas to prevent summer annual broadleaf and grass-type weeds.
3. Apply contact herbicides for control of perennial broadleaf and grass-type weeds.

Debris Removal:

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc., from shrub plantings and bed areas as necessary to maintain a manicured and clean appearance.

TREES:

Pruning:

1. Remove all sucker growth (shoots that sprout out around base of tree trunk) as required.
2. Prune to remove all dead, broken or diseased branches or wood as it occurs throughout the year.
3. Remove and dispose of off-site, all debris the same day it is accumulated.

Mulch/Straw:

Replenish mulch/straw as required to maintain the original specified depth of two inches (2") after settlement two (2) times a year minimum.

Insecticides and Disease Control:

1. Inspect all trees once per month to ensure against insect infestations or diseases.
2. Apply insecticides, pesticides or fungicides as required for effective control of identified conditions. Use manufacturer's recommended rates of application and precautions.

Signed for CONTRACTOR

_____ Date

Signed for the City of Vestavia Hills

Mayor

_____ Date

City Manager

_____ Date

Invitation to Bid - Grounds 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: JULY 21, 2022
BID: Grounds 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

PRICE*: Please use attached Spreadsheet for pricing WARRANTY:

DELIVERY DATE: July 21, 2022

BIDS GOOD THROUGH**: 90 days

*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, 2022.

BY [Signature] President

ADDRESS 2120 16th Ave S Suite 100

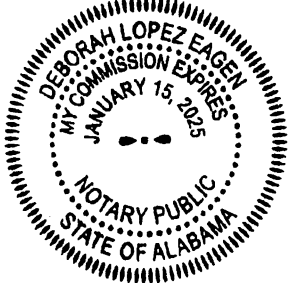
Birmingham, Al 35205

[Signature] Notary Public

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

Bid Sheet

Grounds Maintenance

Area	Price Per Cut	Annual Cost
City Hall Complex/Police Department	Not Applicable	\$52,007
McCallum, Byrd, Shallowford, and Meadowlawn Parks	Not Applicable	\$20,276
Wald Park	Not Applicable	\$43,709
Cahaba Heights Park	Not Applicable	\$23,046
Sicard Hollow Athletic Complex (SHAC)	Not Applicable	\$11,026
Liberty Park Sports Complex Common Areas	Not Applicable	\$13,559
Library in the Forest	Not Applicable	\$8,259
Dog Parks	Not Applicable	\$9,348
Civic Center	Not Applicable	\$10,880
Common area behind The Glenn, Town Village, and Andy's Nursery	\$202	Not Applicable
Altadena Park	\$2,145	Not Applicable
Overseeding – 10 pounds/thousand	\$70/1000	Not Applicable
Topdressing – Price Per ton	\$98/T	Not Applicable
TOTAL		\$192,110

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 Oblgee, hereinafter called the Oblgee, 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 Vestavia Hills Grounds Maintenance

NOW, THEREFORE, if the Oblgee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblgee 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 Oblgee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblgee 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.

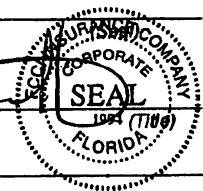
Signed and sealed this 19th day of July, 2022

[Handwritten Signature]
(Witness)

Turf Management Systems, LLC
(Principal) (Seal)
By: *[Handwritten Signature]* *[Handwritten Title]*
(Title)

[Handwritten Signature]
Jennifer Barranco
(Witness)

FCCI Insurance Company
(Surety)
By: *[Handwritten Signature]*
Attorney-in-Fact Jeffrey W. Cutshall





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

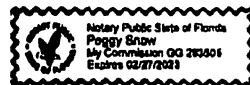


Peggy Snow
Notary Public

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 19th day of July, 2022

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

Invitation to Bid - Grounds 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: JULY 21, 2022
BID: Grounds 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

PRICE*: Please use attached Spreadsheet for pricing WARRANTY: not required

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

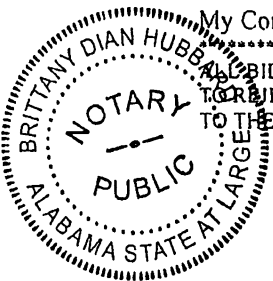
PHONE 205/424-0244

DATE July 20, 2022

[Signature]
Notary Public

My Commission Expires 3/22/26

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

Bid Sheet

Grounds Maintenance

Area	Price Per Cut	Annual Cost
City Hall Complex/Police Department	Not Applicable	\$48,696.00
McCallum, Byrd, Shallowford, and Meadowlawn Parks	Not Applicable	\$ 52,896.00
Wald Park	Not Applicable	\$107,040.00
Cahaba Heights Park	Not Applicable	\$39,192.00
Sicard Hollow Athletic Complex (SHAC)	Not Applicable	\$34,284.00
Liberty Park Sports Complex Common Areas	Not Applicable	\$52,164.00
Library in the Forest	Not Applicable	\$24,234.00
Dog Parks	Not Applicable	\$12,960.00
Civic Center	Not Applicable	\$23,940.00
Common area behind The Glenn, Town Village, and Andy's Nursery	\$1,008.00- Park Area per cut \$1,800.00 Retention Pond per cut	Not Applicable
Altadena Park	\$2,100.00	Not Applicable
TOTAL	\$4,908.00	\$395,406.00

	Location/Facility	Monthly Cost
1	City Hall and Police Department	\$ 4,058.00
2	Common Area behind The Glenn, Town Village and Andy's Nursery	\$ 2,484.00
3	McCallum Park	\$ 1,192.00
4	Byrd Park	\$ 1,440.00
5	Shallowford Park	\$ 988.00
6	Meadowlawn Park	\$ 788.00
7	Sicard Hollow Athletic Complex (SHAC)	\$ 2,857.00
8	Altadena Valley Park	\$ 1,750.00
9	Liberty Park Sports Complex	\$ 4,347.00
10	Wald Park	\$ 8,920.00
11	Cahaba Heights Park	\$ 3,266.00
12	SHAC Dog Park	\$ 586.00
13	Cahaba Heights Dog Park	\$ 494.00
14	Civic Center	\$ 1,995.00
15	Library in the Forest	\$ 2,019.50



City of Vestavia Hills: Grounds Maintenance Proposal

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/Grounds 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.

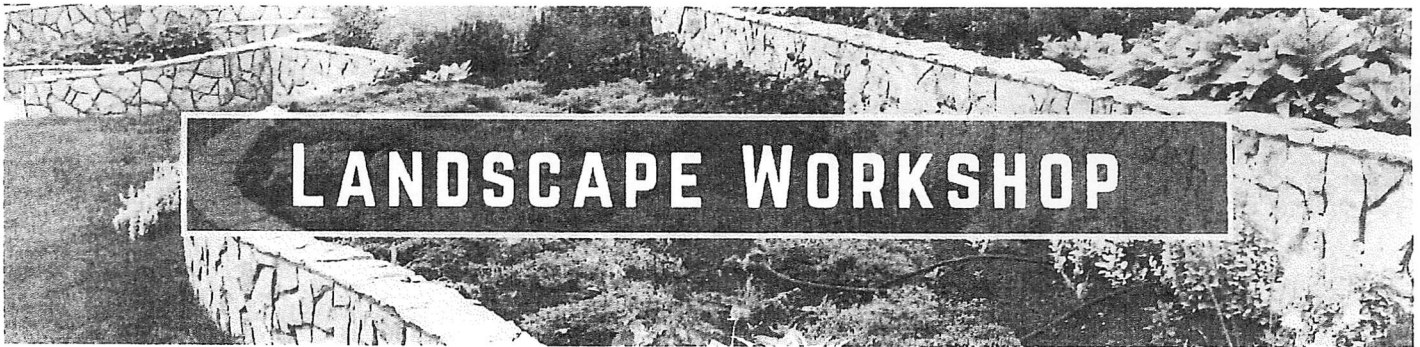


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**a leader in the
GREEN
INDUSTRY
since 1984**

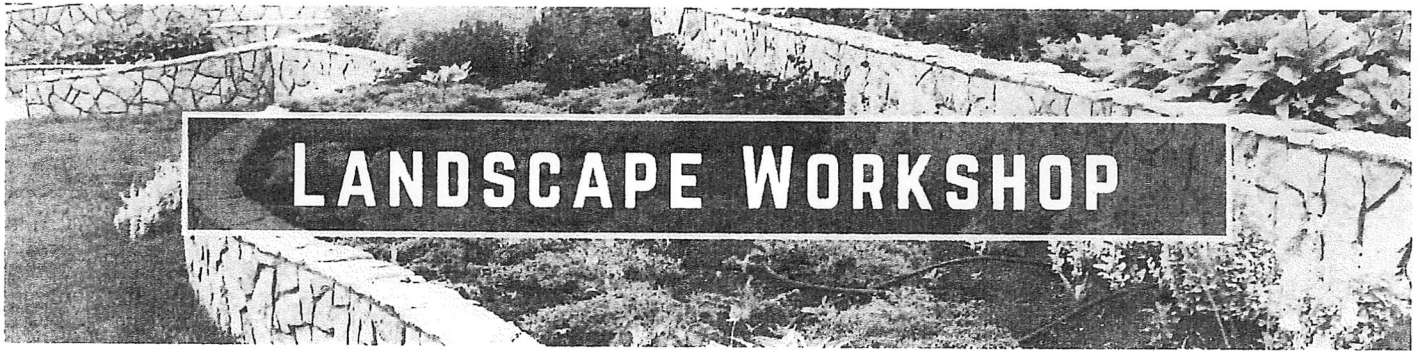
**over 600 years
INDUSTRY
EXPERIENCE
combined**



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

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 Professional Grounds Management 



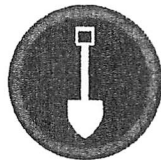
Maintenance



Enhancements



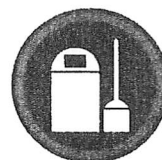
Floriculture



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**

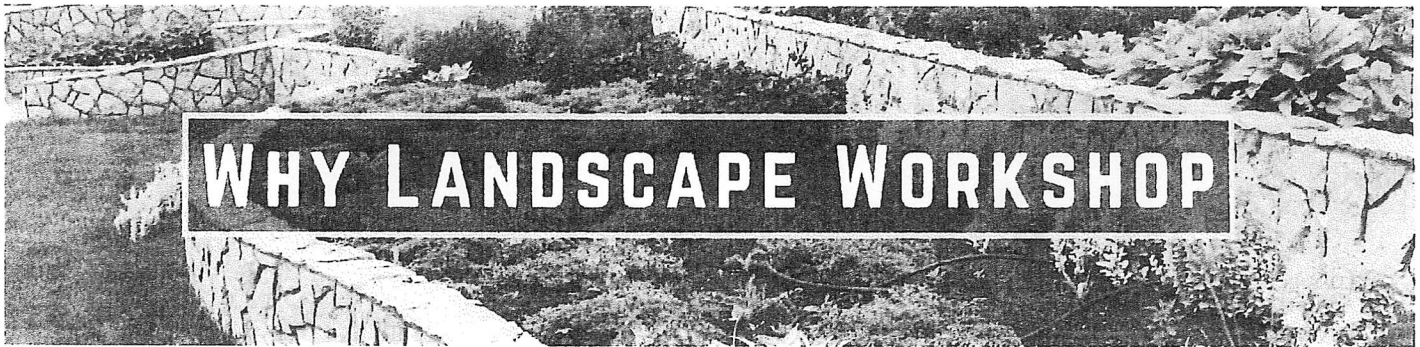
**Passionate
About
Landscaping**

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**

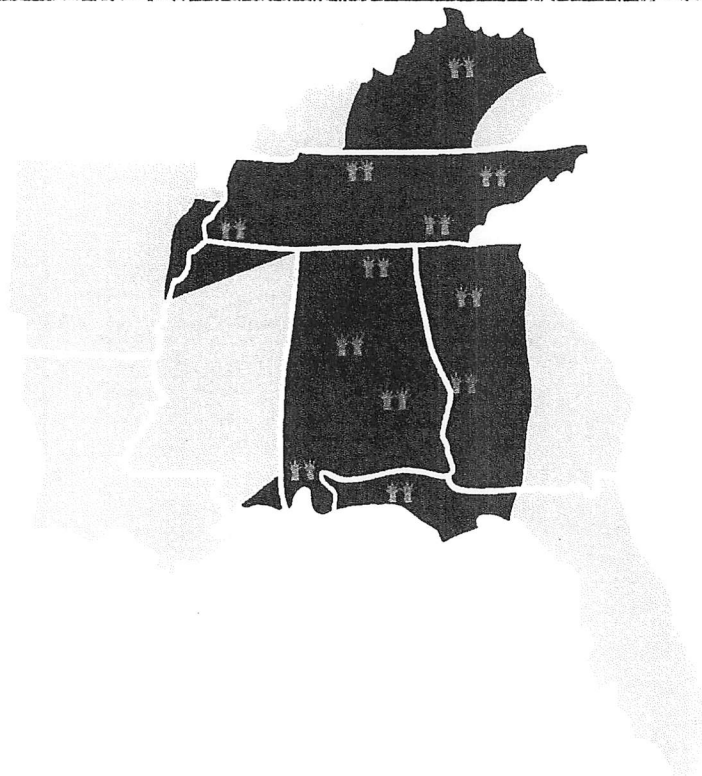
LW is consistently recognized for providing comprehensive commercial landscape services and solutions that exceed our client expectations.



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

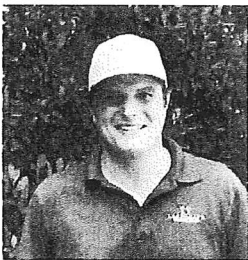
- | | |
|-----------------------------|--------------------------|
| Baumhower's Victory Grille | Urgent Care for Children |
| Church of Latter Day Saints | Regions Bank |
| BC/BS of Alabama | Cadence Bank |
| CVS Pharmacy | QuikTrip |





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

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

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.



JEREMY COMER

JEREMY COMER, Senior Account Manager and Enhancements Manager

jcomer@landscapeworkshop.com

Jeremy is a graduate of Auburn University and holds a B.S. in Ornamental Horticulture. He manages all enhancement operations for the Birmingham branch, manages several maintenance accounts, and provides enhancement support to other Landscape Workshop branches throughout the Southeast. Jeremy has over 7 years of industry experience and is ICPI certified for hardscape construction. He also holds an Alabama state license in Setting of Landscape Plants (SLP).

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.

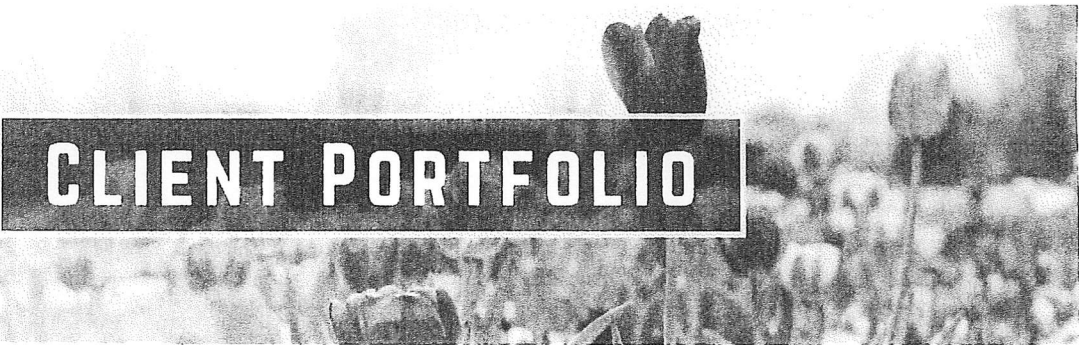
Our breadth of services affords our customers the benefit of hiring one vendor to oversee all grounds management matters.

 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

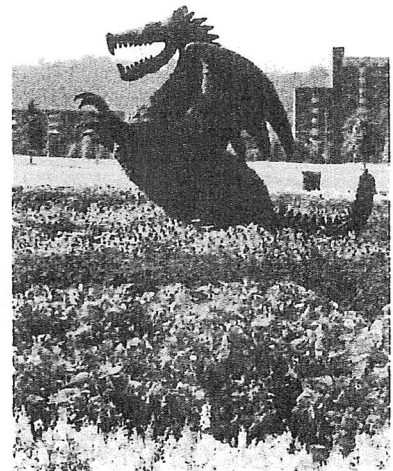
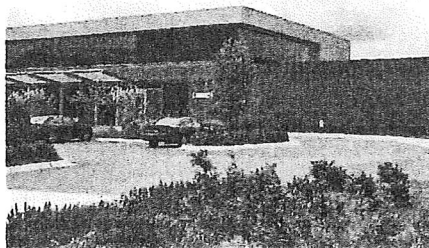
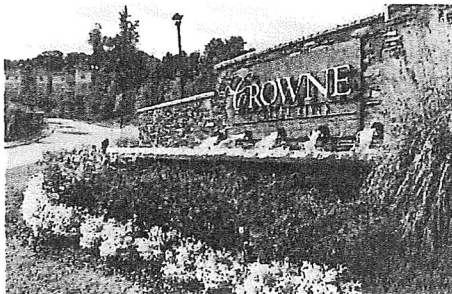
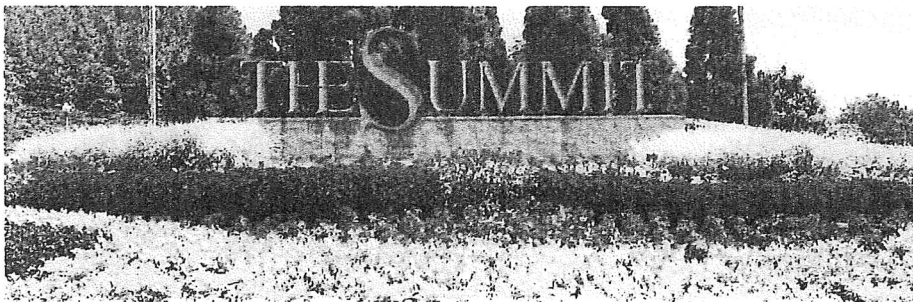
City of Hoover
City of Foley ~ Floriculture
Town of Collierville
Pell City Municipal Complex

SENIOR LIVING

Shannondale of Maryville
Sommerby 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

LAWN AND LANDSCAPE

Top 100 List, 2020

INC. 5000

Fastest Growing Private Companies, 2020

BIRMINGHAM BUSINESS JOURNAL

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

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. 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: _____
\$395,406.00

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: _____

ORDINANCE NUMBER 3129

AN ORDINANCE AUTHORIZING THE SETTLEMENT OF THE WORKERS' COMPENSATION DIVISION CLAIM OF *CHRISTOPHER MARENO, EMPLOYEE V. CITY OF VESTAVIA HILLS, ALABAMA, EMPLOYER* PENDING IN WORKERS' COMPENSATION DIVISION, DEPARTMENT OF LABOR FOR THE STATE OF ALABAMA; AUTHORIZING AND DIRECTING THE MAYOR AND CITY MANAGER TO PAY THE FUNDS DESCRIBED HEREIN AND TO TAKE ANY ACTION AND EXECUTE AND DELIVER ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SAID SETTLEMENT.

THIS ORDINANCE NUMBER 3129 is approved, adopted and enacted by the City Council of the City of Vestavia Hills, Alabama on this the 26th day of September 2022.

WITNESSETH THESE RECITALS:

WHEREAS, Alabama law at Title 11-43-56, *Code of Alabama, 1975*, provides that the City Council shall have the management and control of the finances and all of the property, realand personal, belonging to the City; and

WHEREAS, Title 11-43-43, *Code of Alabama, 1975*, provides that all legislative powers granted to cities shall be exercised by the City Council; and

WHEREAS, Title 11-40-1, *Code of Alabama, 1975*, declares municipalities bodies corporate and gives them the power to contract and be contracted with; provided, however, thatthe contract is in writing as required by Title 11-47-5, *Code of Alabama, 1975*; that the execution and delivery of the contract shall have first been approved by the City Council, *Town of Boligee v. Greene County Water and Sewer Authority*, 77 So.3d 1166(2011), in the form of an ordinance or resolution, *Van Antwerp, et al v. Board of Commissioners of City of Mobile*, 217 Ala. 201, 115 So. 239 (1928); that the contract be signed by the Mayor as required by Title 11-43-83, *Code of Alabama, 1975*; and that the contract be signed by the City Manager as required by Title 11-43-21(7), *Code of Alabama, 1975*;and

WHEREAS, Title 11-47-24(b), *Code of Alabama, 1975*, provides that all municipal corporations of the State of Alabama are authorized to contract at governmental expense for policies of liability insurance to protect the City and its employees in the course of their employment; and

WHEREAS, Title 11-47-190, *Code of Alabama, 1975*, provides that municipalities maybe liable for negligence; and

WHEREAS, Title 11-93-2, *Code of Alabama, 1975*, establishes the maximum amount of damages recoverable against governmental entities with a limit of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the workman's compensation case of *Christopher Mareno*, (hereinafter referred to as "Claim") was filed with the Workers' Compensation Division of the Alabama Department of Labor against the City and said Claim is presently pending; and

WHEREAS, a copy of the Settlement Agreement and Memorandum Agreement dated September 2022 is attached hereto, marked as Exhibit A and is incorporated into this ordinance by reference as though set out fully herein.

WHEREAS, attorneys and legal counsel of record representing the City in the lawsuit have recommended that the City accept the Plaintiffs offer of settlement to the City as detailed in said Memorandum Agreement; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The recitals set forth in the premises above are hereby incorporated into this ordinance by reference as though set out fully herein.
2. The City Manager and Mayor are hereby authorized and directed to settle the Claim described in the premises above and attached.
3. The total amount of settlement to be paid by and/or for and on behalf of the City of Vestavia Hills, Alabama ("City") shall be the sum of Fifteen Thousand Dollars (\$15,000.00) and the restoration of 840 hours of sick with pay employee (SWPE) time. Upon payment, the Claim against the City shall be settled.
4. The City Manager is hereby authorized and directed to pay the funds specified in section 3 above and to take any action and execute and deliver any and all documents necessary to effectuate said settlement.
5. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
6. The provisions of this Ordinance Number 3129 shall become effective immediately upon the passage, approval and adoption thereof by the City Council and the

publication and/or posting thereof as required by Alabama law.

ORDAINED, APPROVED, ADOPTED, DONE and ORDERED on this the 26th day of September, 2022.


Ashley C. Curry
Mayor

ATTESTED BY

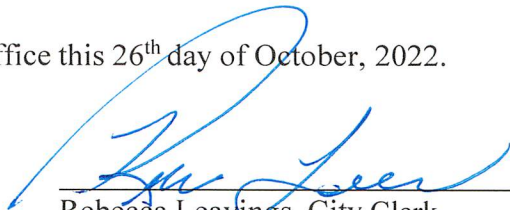

Rebecca Leavings,
City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, on the 26th day of October 2022 while in regular session, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 26th day of October, 2022.



Rebecca Leavings, City Clerk

GENERAL RELEASE AND INDEMNITY AGREEMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **CHRISTOPHER MARENO**, for and in consideration of the total lump sum payment of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) plus the restoration of 840 hours of SWPE time**, as reflected in the separate but related Memorandum Agreement entered in this matter, the receipt and sufficiency of which is hereby acknowledged by the undersigned, does for himself, his heirs, executors, administrators, agents, and assigns, hereby release, acquit and forever discharge **CITY OF VESTAVIA HILLS; THE MUNICIPAL WORKERS COMPENSATION FUND; THE LEAGUE OF MUNICIPALITIES; MILLENNIUM RISK MANAGEMENT** and its/their respective heirs, administrators, parent companies, subsidiary companies, affiliate companies, member companies, fund members, servants, agents, employees, directors, officers, insurers, reinsurers, legal counsel, predecessors, successors and assigns (hereinafter “Releasees”), of and from any and all actions, causes of action, claims, demands, suits and damages of every kind and nature, which the undersigned has had, now has, or may hereafter have, whether now known or hereafter discovered, both to person and property, so that the undersigned will have no claim against the Releasees, directly or indirectly, as a result of, arising out of, connected directly or indirectly with, or in any way based upon or incidental to his alleged work related accident, non-accidental injury, or disease occurring on or about June 9, 2020, June 15, 2020 and/or June 22, 2020, and any resulting injuries, his workers’ compensation claim (including any claim for past, present or future indemnity, vocational or medical benefits, or otherwise), and from any and all other claims, demands, damages, costs, expenses, compensation, and all consequential damages

whether or not relating to any of the matters, allegations or claims referred to herein.

The undersigned expressly acknowledges that the release and waiver referred to above is a compromise of a doubtful and disputed claim and that this settlement for value is not to be construed as an admission of liability on the part of the Releasees, or any others, by whom liability is expressly denied.

The undersigned acknowledges and understands that the United States, the State of Alabama, Medicare, Medicaid, any other governmental entity, or any third-party medical treatment insurer, provider, or coverage may have claims against all or a portion of the undersigned's settlement of past, present and future indemnity, vocational and medical workers' compensation benefits in the event he seeks medical treatment at their expense. Consideration has been given to the fact that the undersigned has not applied for and/or is not receiving Social Security benefits and Medicare coverage/benefits, nor does he have a reasonable expectation of applying for and/or receiving said benefits in the next thirty (30) months. It is not the intention of the parties to this release to transfer or shift responsibility for medical treatment to Social Security, the United States, the State of Alabama, Medicare, Medicaid, or any other governmental entity or third-party medical insurer for medical treatment and expenses associated with the alleged injuries suffered as a result of the claimed on-the-job accident, non-accidental injury, or disease of June 9, 2020, June 15, 2020 and/or June 22, 2020.

The undersigned represents and warrants that, to the extent applicable, he will read and adhere to any requirements or regulations imposed by Medicare or any others and fully assumes any and all responsibility and liability associated with any future medical treatment of obligations related to the June 9, 2020, June 15, 2020 and/or June 22, 2020 alleged accident, non-accidental

injury, or disease.

In still further consideration of the aforesaid payment, the undersigned stipulates and agrees that any claims or liens, including but not limited to any subrogation claims, payment claims, overpayment claims, conditional payments, etc., whether now known or later discovered, against the undersigned, or any others, as the result of this alleged on-the-job accident, non-accidental injury, or disease, in any way involving or which are against these settlement monies, will be paid, or have been paid or otherwise satisfied by the undersigned prior to disbursement or use of said settlement monies.

This settlement has been premised upon the representations made by the undersigned that the undersigned has the sole right to receive any payments or proceeds being paid on behalf of the persons and companies released herein and that he is over the age of nineteen (19) years and of sound mind.

NO PROMISE, INDUCEMENT OR AGREEMENT NOT HEREIN EXPRESSED HAS BEEN MADE TO ME. THIS RELEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND THE TERMS OF THIS AGREEMENT ARE CONTRACTUAL, AND ARE NOT A MERE RECITAL.

The undersigned does hereby declare that the terms of this settlement have been completely read, or read to him, and understood and voluntarily accepted for the purposes of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the incident(s) involving the alleged work-related accident, non-accidental injury and/or disease to the undersigned as described above. The undersigned further acknowledges that he has had the opportunity to consult with legal counsel of his own choosing and after doing so, he has

read this General Release and Indemnity Agreement and all other settlement documents (or had same read to him), and fully understands them and has signed them voluntarily.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this _____ day of September 2022.

CHRISTOPHER MARENO
Employee

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

On this _____ day of September 2022, before me, a Notary Public within and for said County and State, personally appeared **CHRISTOPHER MARENO** to me known to be identical person described in, and who executed the foregoing instrument as employee, and acknowledged that the same is true, and that after reading the same, or having the same read to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed.

Notary Public
My Commission Expires: _____

READ AND APPROVED BY:

KAREN BERHOW
Attorney for Plaintiff

STATE OF ALABAMA
Workers' Compensation Division
Department of Labor
Montgomery, Alabama 36131

MEMORANDUM AGREEMENT

Pursuant to §25-5-292
Alabama Workers' Compensation Law

CHRISTOPHER MARENO,	Employee	Social Security No.:	xxx-xx-1089
CITY OF VESTAVIA HILLS,	Employer	Date of Injury:	June 9, 2020 June 15, 2020 June 22, 2020

Jefferson County, Alabama

Pursuant to §25-5-290(e) of the Alabama Workers' Compensation Law, a benefit review conference was held by agreement between the above parties with Ombudsman, Ted Roose.

Issues – the issues presented for mediation were as follows:

- Closed** Permanent Partial Disability/Permanent Total Disability
- Closed** Vocational Rehabilitation Service
- Closed** Vocational Disability
- Closed** Future Medical Services

Resolution –

The parties have reached a compromised agreement of a hotly contested and wholly disputed claim whereby the Employee, CHRISTOPHER MARENO, agrees to accept, and the Employer, CITY OF VESTAVIA HILLS, agrees to pay, the lump sum in the amount of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), plus the restoration of 840 hours of Sick With Pay Employee (SWPE) time** in full, final and complete settlement of any and all claims of any nature or kind, whether now known or later discovered, including but not limited to any claim arising out the Employee's employment relationship with the Employer as well as any claim for past, present or future workers' compensation indemnity, vocational benefits and medical benefits arising out of the alleged June 9, 2020, June 15, 2020, and/or June 22, 2020 on the job accident, non-accidental injury and/or disease. This settlement includes any and all claims the Employee may have for temporary total disability benefits, temporary partial disability benefits, permanent total disability benefits and permanent partial disability benefits, any claims for vocational disability benefits, retraining or rehabilitation at the expense of the Employer (including any claim pursuant to §25-5-57(a)(3)(i), Ala. Code (1975)), and future medical benefits which shall be closed. **(Future Medical Benefits Closed)**. The Employee represents and warrants that he has not applied for disability benefits through the Social Security Administration nor does he have a reasonable expectation of becoming eligible for said benefits within the next preceding thirty (30) months.

The Employee further represents and warrants that he is not currently receiving Medicare or Medicaid benefits and does not have a reasonable expectation of becoming eligible for Medicare or Medicaid benefits within the next preceding thirty (30) months. This Ombudsman determines, based upon that representation and warranty, and the direct questions to the Employee, Employer, and/or their representative that the Employee has no reasonable expectation of receiving benefits from the Social Security Administration and/or Medicare within the next thirty (30) months. The parties further stipulate, they have considered Medicare's interests in this settlement and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative, that an allocation for future Medicare covered expenses is not required at this time pursuant to the policy and procedure established by the Center for Medicare and Medicaid Services (CMS) through its policy memoranda and its WCMSA Reference Guide 3.7 of June 6, 2022, or any subsequently released version. The parties stipulate that it is not the intention of any party to this action to shift responsibility for future medical benefits to the United States, the State of Alabama, Medicare, Medicaid, any other governmental entity or third-party medical provider. Rather, it is the express intention of the parties that the parties are as fully as possible compensating the Employee for the injuries and damages he has suffered without the constraints of selected and managed care as required by the Workers' Compensation Act of Alabama, as last amended. Consideration has been given to the fact that the Employee has not applied for and is not receiving Social Security Disability benefits and/or Medicare coverage at this time. This Ombudsman determines that the parties have adequately considered Medicare's interests in the resolution of this matter.

The Employee acknowledges and agrees that he has a right to legal counsel and has selected Larry King, Esq. and/or Karen Berhow, Esq. to represent him in this matter. The Employee acknowledges and agrees that he has sought guidance and counsel from said attorneys in regard to his legal rights and in entering this settlement agreement and that his chosen legal counsel are entitled to an attorney fee as set by statute and reimbursement of reasonable costs in representation of the Employee. The Employee also acknowledges and agrees that he has a right to a trial of his workers' compensation claim, and after consideration of his right to trial and consultation with his chosen legal representation, he has voluntarily waived the same in order to participate in this settlement.

The parties agree and stipulate that on or about June 9, 2020, June 15, 2020, and/or June 22, 2020, Employee was employed by the Employer as a firefighter. As to such employment, the parties were subject to and governed by the Workers' Compensation Act of Alabama, as last amended. On the aforesaid date, Employee alleges he sustained chest pain 1 ½ months earlier and now was scheduled for cardiac bypass surgery. The Employee contends that his Employer was notified of his chest pain at the time the event(s) occurred. The Employer contests notice of any claimed on-the-job accidental, non-accidental or occupational illness or disease and generally denies all liability with respect to this claim. These are disputed claims. Regarding past, unauthorized medical treatment and any and all future treatment (including treatment that would otherwise be authorized), the parties have a dispute. The Employee asserts that certain past, unauthorized treatment and future medical treatment may be compensable under the Act. The Employer denies the Employee's claims and asserts that any and all past, unauthorized

treatment and any and all future medical treatment would not be compensable under the Act. The parties jointly stipulate and agree as a part of this settlement that any and all past, unauthorized medical treatment and any and all future medical treatment received by the Employee would not be compensable treatment under the Workers' Compensation Act of Alabama, as amended. Accordingly, any and all past, present and future medical benefits are CLOSED.

The Employee was seen at by his primary physician, Dr. Brian Wells on July 7, 2020 at which time he reported chest discomfort not associated with exercise. Ultimately he was referred to Alabama Cardiovascular and then on September 14, 2020 underwent surgery, four coronary artery bypass grafting procedures, performed by Dr. John Casterline at Grandview Medical Center. The Employer contends that all medical treatment rendered to the Employee was unauthorized, that none of the Employee's medical conditions arise out of and in the course of his employment, that the Employee's medical condition is not caused or aggravated by his employment, and that the Employer is not liable for payment of workers' compensation medical benefits to these medical providers or on the Employee's behalf. The parties stipulate, and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative that the Employee's present medical condition is not compensable under Alabama's Workers' Compensation Act, and no workers' compensation benefits are due to be paid by the Employer to or on behalf of the Employee. The parties further stipulate, and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative that the employee has reached maximum medical improvement (MMI) with respect to his current medical condition.

At the time of the alleged accident, non-accidental injury, and/or disease, the Employee average weekly wage was approximately \$XXXX with a corresponding maximum compensation rate of \$XXXX. The Employer has paid no indemnity or medical benefits to or on behalf of the Employee. The Parties stipulate that the Employee's time away from work for the medical treatment reflected herein totaled 840 hours.

The Employee understands that this settlement will be paid in a lump sum and that the Employee's attorney is to receive a 15% attorney fee of the lump sum, in addition to reimbursement for reasonable expenses incurred in the prosecution of this matter. Said lump sum payment, after reduction of attorney fees and expenses incurred, leaves a balance of \$11,975.60 to be paid to Employee. The amount to be paid under this settlement shall be paid without commutation of interest and shall represent the compromise agreement that the Employee is 49 years of age, and has a life expectancy of 32.16 years, or 1,676.8224 weeks forward from the date of this agreement and that the settlement herein reached represents the payment of, to wit: \$37.14 per week over the life expectancy of the Employee. The parties jointly stipulate that they have adequately considered Medicare's interest.

The Employee represents, stipulates and warrants that he has entered into this agreement voluntarily and on his own free will, and has not been influenced, coerced or pressured by anyone in reaching this settlement. The Employee acknowledges and affirms that he has been informed that he does not have to accept this settlement. The Employee further acknowledges that he has read the settlement documents or had the same read to him in his native tongue, has had sufficient opportunity to consult with his chosen legal counsel about same, and fully

understands the terms and conditions and has signed them voluntarily. The Employee represents that this settlement is in the Employee's best interest, and by execution of this agreement after examination of the Employee and approval of this settlement, the below signed Ombudsman agrees.

Settlement Document – The parties do not intend to submit this settlement to the court for approval.

Dated the th day of September, 2022.

Employee,
CHRISTOPHER MARENO

Claims Representative

Attorney for Employee
KAREN BERHOW

Attorney for Employer
JONATHAN BERRYHILL

Employer

Ombudsman, Ted Roose

STATE OF ALABAMA
Workers' Compensation Division
Department of Labor
Montgomery, Alabama 36131

CHRISTOPHER MARENO, Employee Social Security No.: xxx-xx-1089
CITY OF VESTAVIA HILLS, Employer Date of Injury: June 9, 2020
June 15, 2020
June 22, 2020

Jefferson County, Alabama

AFFIDAVIT

I acknowledge that I have the right to be represented by counsel, and the right to have any settlement of my claim reviewed by a court of competent jurisdiction at any time within 60 days after the date of the settlement, and at the end of 60 days it shall be final and irrevocable. I have had the opportunity to consult with legal counsel of my own choosing regarding these rights and fully understand my rights to have this settlement reviewed by a court of competent jurisdiction and with this understanding, cognizant of my rights, whereby in exchange for accepting the lump sum payment of \$15,000, I hereby waive the right to have this settlement reviewed and understand that the settlement shall be final and irrevocable as of the date below.

Dated the th day of September, 2022.

at Birmingham, Alabama
City/State

Employee, CHRISTOPHER MARENO

STATE OF ALABAMA
COUNTY OF JEFFERSON

On this th day of September, 2022, before me, a Notary Public within and for said County and State, personally appeared CHRISTOPHER MARENO, to me known to be identical person described in, and who executed the foregoing instrument as employee, and acknowledged that the same is true, and that after reading the same, or having the same read to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed.

Notary Public, State at Large
My Commission Expires: _____

STATE OF ALABAMA
Workers' Compensation Division
Department of Labor
Montgomery, Alabama 36131

MEMORANDUM AGREEMENT

Pursuant to §25-5-292
Alabama Workers' Compensation Law

CHRISTOPHER MARENO,	Employee	Social Security No.:	xxx-xx-1089
CITY OF VESTAVIA HILLS,	Employer	Date of Injury:	June 9, 2020 June 15, 2020 June 22, 2020

Jefferson County, Alabama

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- Closed** Future Medical Services

Resolution –

The parties have reached a compromised agreement of a hotly contested and wholly disputed claim whereby the Employee, CHRISTOPHER MARENO, agrees to accept, and the Employer, CITY OF VESTAVIA HILLS, agrees to pay, the lump sum in the amount of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), plus the restoration of 840 hours of Sick With Pay Employee (SWPE) time** in full, final and complete settlement of any and all claims of any nature or kind, whether now known or later discovered, including but not limited to any claim arising out the Employee's employment relationship with the Employer as well as any claim for past, present or future workers' compensation indemnity, vocational benefits and medical benefits arising out of the alleged June 9, 2020, June 15, 2020, and/or June 22, 2020 on the job accident, non-accidental injury and/or disease. This settlement includes any and all claims the Employee may have for temporary total disability benefits, temporary partial disability benefits, permanent total disability benefits and permanent partial disability benefits, any claims for vocational disability benefits, retraining or rehabilitation at the expense of the Employer (including any claim pursuant to §25-5-57(a)(3)(i), Ala. Code (1975)), and future medical benefits which shall be closed. **(Future Medical Benefits Closed)**. The Employee represents and warrants that he has not applied for disability benefits through the Social Security Administration nor does he have a reasonable expectation of becoming eligible for said benefits within the next preceding thirty (30) months.

The Employee further represents and warrants that he is not currently receiving Medicare or Medicaid benefits and does not have a reasonable expectation of becoming eligible for Medicare or Medicaid benefits within the next preceding thirty (30) months. This Ombudsman determines, based upon that representation and warranty, and the direct questions to the Employee, Employer, and/or their representative that the Employee has no reasonable expectation of receiving benefits from the Social Security Administration and/or Medicare within the next thirty (30) months. The parties further stipulate, they have considered Medicare's interests in this settlement and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative, that an allocation for future Medicare covered expenses is not required at this time pursuant to the policy and procedure established by the Center for Medicare and Medicaid Services (CMS) through its policy memoranda and its WCMSA Reference Guide 3.7 of June 6, 2022, or any subsequently released version. The parties stipulate that it is not the intention of any party to this action to shift responsibility for future medical benefits to the United States, the State of Alabama, Medicare, Medicaid, any other governmental entity or third-party medical provider. Rather, it is the express intention of the parties that the parties are as fully as possible compensating the Employee for the injuries and damages he has suffered without the constraints of selected and managed care as required by the Workers' Compensation Act of Alabama, as last amended. Consideration has been given to the fact that the Employee has not applied for and is not receiving Social Security Disability benefits and/or Medicare coverage at this time. This Ombudsman determines that the parties have adequately considered Medicare's interests in the resolution of this matter.

The Employee acknowledges and agrees that he has a right to legal counsel and has selected Larry King, Esq. and/or Karen Berhow, Esq. to represent him in this matter. The Employee acknowledges and agrees that he has sought guidance and counsel from said attorneys in regard to his legal rights and in entering this settlement agreement and that his chosen legal counsel are entitled to an attorney fee as set by statute and reimbursement of reasonable costs in representation of the Employee. The Employee also acknowledges and agrees that he has a right to a trial of his workers' compensation claim, and after consideration of his right to trial and consultation with his chosen legal representation, he has voluntarily waived the same in order to participate in this settlement.

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The Employee understands that this settlement will be paid in a lump sum and that the Employee's attorney is to receive a 15% attorney fee of the lump sum, in addition to reimbursement for reasonable expenses incurred in the prosecution of this matter. Said lump sum payment, after reduction of attorney fees and expenses incurred, leaves a balance of \$11,975.60 to be paid to Employee. The amount to be paid under this settlement shall be paid without commutation of interest and shall represent the compromise agreement that the Employee is 49 years of age, and has a life expectancy of 32.16 years, or 1,676.8224 weeks forward from the date of this agreement and that the settlement herein reached represents the payment of, to wit: \$37.14 per week over the life expectancy of the Employee. The parties jointly stipulate that they have adequately considered Medicare's interest.

The Employee represents, stipulates and warrants that he has entered into this agreement voluntarily and on his own free will, and has not been influenced, coerced or pressured by anyone in reaching this settlement. The Employee acknowledges and affirms that he has been informed that he does not have to accept this settlement. The Employee further acknowledges that he has read the settlement documents or had the same read to him in his native tongue, has had sufficient opportunity to consult with his chosen legal counsel about same, and fully

understands the terms and conditions and has signed them voluntarily. The Employee represents that this settlement is in the Employee's best interest, and by execution of this agreement after examination of the Employee and approval of this settlement, the below signed Ombudsman agrees.

Settlement Document – The parties do not intend to submit this settlement to the court for approval.

Dated the th day of September, 2022.

Employee,
CHRISTOPHER MARENO

Claims Representative

Attorney for Employee
KAREN BERHOW

Attorney for Employer
JONATHAN BERRYHILL

Employer

Ombudsman, Ted Roose

STATE OF ALABAMA
Workers' Compensation Division
Department of Labor
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CHRISTOPHER MARENO, Employee Social Security No.: xxx-xx-1089
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I acknowledge that I have the right to be represented by counsel, and the right to have any settlement of my claim reviewed by a court of competent jurisdiction at any time within 60 days after the date of the settlement, and at the end of 60 days it shall be final and irrevocable. I have had the opportunity to consult with legal counsel of my own choosing regarding these rights and fully understand my rights to have this settlement reviewed by a court of competent jurisdiction and with this understanding, cognizant of my rights, whereby in exchange for accepting the lump sum payment of \$15,000, I hereby waive the right to have this settlement reviewed and understand that the settlement shall be final and irrevocable as of the date below.

Dated the th day of September, 2022.

at Birmingham, Alabama
City/State

Employee, CHRISTOPHER MARENO

STATE OF ALABAMA
COUNTY OF JEFFERSON

On this th day of September, 2022, before me, a Notary Public within and for said County and State, personally appeared CHRISTOPHER MARENO, to me known to be identical person described in, and who executed the foregoing instrument as employee, and acknowledged that the same is true, and that after reading the same, or having the same read to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed.

Notary Public, State at Large
My Commission Expires: _____