

**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 AUGUST 13, 2025,  
AT 11:00 AM. BIDS TO BE TURNED IN NO  
LATER THAN 11:00 AM ON THIS DATE.

DATE: July 21, 2025  
BID: ROW Mowing and  
Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 11:00 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: \_\_\_\_\_

ANNUAL PRICE\*: \_\_\_\_\_ WARRANTY: \_\_\_\_\_

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

BIDS GOOD THROUGH\*\*: \_\_\_\_\_

*\*See Specifications and Bid Sheet 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 \_\_\_\_\_

Sworn and Subscribed before me  
this the \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

BY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

PHONE \_\_\_\_\_

My Commission Expires \_\_\_\_\_. DATE \_\_\_\_\_

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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.

\_\_\_\_\_  
Rebecca Leavings, Purchasing Agent

# **ROW Mowing and Maintenance REQUIREMENTS**

## **1. Bid Requirements**

Bids not conforming to the following requirements may be rejected.

- (a) **There will be a Non-Mandatory PRE-BID meeting at 1:00pm on AUGUST 6, 2025, in the Vestavia City Hall Executive Conference Room, 1032 Montgomery Highway Vestavia Hills, AL 35216.**
- (b) Bids must be complete and specific.
- (c) Bids will be free of alterations and erasures.
- (d) Bids will be properly signed by the bidder or by a legally authorized officer or agent of the bidder and notarized.
- (e) The bids will be enclosed in a sealed envelope marked “SEALED BID --- ROW Mowing and Maintenance.”
- (f) The sealed envelope must be addressed to:  
  
City of Vestavia Hills  
Office of the City Clerk  
1032 Montgomery Highway  
Vestavia Hills AL 35216
- (g) If you have any questions regarding the bid specifications, please contact Christopher Brady, City Engineer, 205-978-0198 or Jeff Hughes, Public Works Superintendent, at 205-516-1981.

**STATE OF ALABAMA**

**JEFFERSON COUNTY**

**CONTRACT**

**WITNESSETH THIS CONTRACT**, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as "City"), and \_\_\_\_\_, an Alabama \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (hereinafter referred to as "Contractor").

**WITNESSETH THESE RECITALS:**

**WHEREAS**, the Alabama Competitive Bid Law at Title 41-16-50(a), *Code of Alabama, 1975*, provides that with the exception of contracts for public works whose competitive bidding requirements are governed by Title 39, all expenditure of funds for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving thirty thousand dollars (\$30,000) or more, made by or on behalf of the governing bodies of the municipalities of the state, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible and responsive bidder; and

**WHEREAS**, the City of Vestavia Hills advertised for competitive bids under the Alabama Competitive Bid law at Title 41-16-50(a), *Code of Alabama, 1975*, for the completion of work described in the Invitation to Bid; and

**WHEREAS**, the scope of the work is described in the Invitation to Bid, a copy of which is attached hereto, marked as Exhibit 1 and is incorporated into this Contract by reference as though set out fully herein; and

**WHEREAS**, the Contractor submitted a bid proposing to perform the work, which the City has determined to be the lowest responsible bidder meeting specifications, a copy of which is attached hereto, marked as Exhibit 2 and is incorporated into this Contract by reference as though set out fully herein; and

**WHEREAS**, the City and the Contractor have agreed to the terms, provisions and conditions of this Contract and have further agreed that it is in the best interests of the parties that this Contract be reduced to writing; and

**WHEREAS**, on \_\_\_\_\_, the City Council of the City of Vestavia Hills, Alabama ("City") approved and adopted Ordinance Number \_\_\_\_\_ accepting the bid submitted by \_\_\_\_\_ ("Contractor") and authorized the Mayor and City Manager to execute and deliver this Contract.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt and sufficiency is whereof is hereby acknowledged by each of the parties hereto, the City and Contractor mutually and expressly agree as follows:

**I. RECITALS**

The recitals set forth above are incorporated herein by reference as though set out fully herein.

**II. EXHIBITS**

Exhibits 1 and 2 are attached hereto and are incorporated verbatim by reference as though set out fully herein.

**III. CONTRACTOR**

Contractor, \_\_\_\_\_, represents, covenants and warrants that it is duly licensed and qualified to furnish the equipment, labor, materials and supplies and perform the work described herein.

**IV. GENERAL STATEMENT OF WORK**

The Contractor shall furnish all labor, materials, equipment, machinery, supplies, tools, power, utilities, transportation, fuel and services, and perform all labor necessary for the work described on Exhibit 1, which is attached hereto and incorporated into this contract by reference as though set out fully herein.

**V. TERM OF CONTRACT**

The term of this contract shall be for a period of three (3) years beginning October 1, 2025 and ending on September 30, 2028. The effective date of this contract shall be October 1, 2025.

**VI. CONTRACT PRICE**

As consideration of this contract, the City agrees to pay to Contractor for the faithful performance of the work described in this Contract the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**VII. PAYMENT OF CONTRACT PRICE**

The City shall pay to the contract price to the Contractor in accordance with the following schedule:

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

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#### **VIII. COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall comply with the provisions of any and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this contract between the City and Contractor.

#### **IX. LICENSE**

The Contractor shall be properly licensed prior to commencement of the work.

#### **X. QUALITY OF WORK**

All labor, materials and supplies applied/installed by the Contractor in the performance of this agreement shall be done in a professional, proficient and workmanlike manner.

#### **XI. PROTECTION OF UNDERGROUND UTILITIES**

Contractor shall be responsible for contacting the appropriate utility company for location of any underground services which are in the work area and could be damaged in the course of operations and performance of the work. If the Contractor damages any utility equipment or apparatus during the performance of the work, then in such event the Contractor shall be solely liable for the repair or payment of repair for said damages.

#### **XII. INDEPENDENT CONTRACTOR**

The Contractor, \_\_\_\_\_, is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Contractor is the servant, agent or employee of the City of Vestavia Hills, Alabama.

#### **XIII. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, as Owner, and its agents, employees and consultants, including the Mayor, elected members of the City Council (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the work provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring

property, or persons injured thereon, that arise out of, relate to, or result from performance of the work.

#### **XIV. INSURANCE**

Contractor agrees to obtain and maintain and keep in full force and effect 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 used by Contractor (or his subcontractors) in an amount not less than:

- (i) \$500,000 personal injury per person per occurrence
- (ii) \$500,000 property damage per accident
- (iii) \$1,000,000 personal injury per occurrence

**D.** Workers' Compensation, State, and Federal Statutory requirements plus:

- (i) \$500,000 employer's liability per person

The above-described 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 and its agents, employees and consultants, including the Mayor and elected members of the City Council as additional insureds there under.

#### **XV. ADDITIONAL INSUREDS**

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

**A.** The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in

whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and/or performance of the work; and

**B.** The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations and/or performance of the work; and

**C.** The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

**D.** Contain no exclusions of the additional insureds relative to job accidents; and

**E.** The policies must be on an "occurrence" basis; and

**F.** **CERTIFICATES OF INSURANCE POLICY COVERAGES:** The Contractor shall deliver to the City insurance certificates to evidence that all insurance policies and coverages described in section XIV and section XV of this Contract are in full force and effect. Delivery of said certificates by the Contractor to the City shall be made prior to the commencement of the work by the Contractor. In other words, Contractor shall not begin work unless and until the Contractor has delivered the insurance certificates to the City.

## **XVI. ASSIGNMENT**

This contract shall not be assignable by the Contractor in any respect without having first obtained the prior written consent of the City evidenced by a properly enacted resolution of the City Council.

## **XVII. SUBCONTRACTORS**

No proposed subcontractor shall be disapproved by the City except for cause. Contractor shall inform City of proposed subcontractor prior to work.

The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by said subcontractors, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions for the work embraced by the project.

Nothing contained in this contract shall create any contractual relations between any subcontractor and the City.

The Contractor shall pay all subcontractors for materials and supplies installed in this project by said subcontractors and all work and labor performed by said subcontractors on said project.

#### **XVIII. CHANGES IN WORK**

The City may make changes in the scope of the work required to be performed by the Contractor under the contract by eliminating any portion of the work and the corresponding unit price charged therefor. Any change order for additional work shall be done by mutual agreement and in writing. Any change order for deletion of work shall be in writing given by City to the Contractor. The deletion of work pursuant to this contract is subject to and conditioned upon the total amount of public funds available.

#### **XIX. REMOVAL OF DEBRIS AND CLEANING**

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public rights of way reasonably clear and clean. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

#### **XX. TERMINATION OF CONTRACT**

The City shall have the right at any time to cancel and terminate this contract for any reason or no reason upon seven (7) days advance written notice to the Contractor. In such cases, Contractor will be paid for all work actually performed prior to 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.

#### **XXI. IMMIGRATION**

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

#### **XXII. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS**

Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business



offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. The Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

### **XXIII. MISCELLANEOUS**

**A. NON WAIVER:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

**B. WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this contract shall not be valid unless in writing and signed by the City and Contractor. This contract may be amended at any time by written agreement of the parties signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.

**C. NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties’ last known address.

**D. CONSTRUCTION OF TERMS:** The City and Contractor negotiated the terms, provisions and conditions of this contract and both parties had the equal opportunity for input for the drafting of this contract. Therefore, any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

**E. GOVERNING LAW:** This contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

**F. ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

**G. EXECUTION IN COUNTERPARTS:** The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**H. BINDING EFFECT:** The contract shall inure to the benefit of, and shall be binding upon City and Contractor, and their heirs, successors and assigns.

**I. SEVERABILITY:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**J. SURVIVAL:** All representations and warranties of this Contract shall survive the execution and delivery of this Contract, as shall any covenants for performance thereafter.

**K. ENTIRE AGREEMENT:** This written Contract contains the entire agreement between the City and the Contractor.

**IN WITNESS WHEREOF**, the City of Vestavia Hills, Alabama, a municipal corporation, and \_\_\_\_\_, an Alabama \_\_\_\_\_, have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY:**  
CITY OF VESTAVIA HILLS, ALABAMA  
A Municipal Corporation

By \_\_\_\_\_  
Ashley C. Curry  
Its Mayor

By \_\_\_\_\_  
Jeffrey D. Downes  
Its City Manager

ATTESTED

By \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
An Alabama \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTESTED

By \_\_\_\_\_

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA**

**JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, an Alabama \_\_\_\_\_, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

## **Specifications for ROW Mowing and Maintenance**

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

To provide all supervision, labor, equipment and services required to perform all lawn services for Vestavia Hills Public Services as specified herein.

### **2. Qualification of Bidders**

Bidding on this contract shall be limited to individuals, partnerships and corporations actively engaged in the field of mowing and maintenance services. Bidders shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City of Vestavia Hills, the contracting agency, may require proof of these qualifications.

All bidders must have in their possession or available to them by formal agreement at the time of bidding, vehicles, devices, hand tools, and other equipment and supplies which are necessary to perform the work as outlined in these specifications.

### **3. Safety Standards**

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.

The 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.

### **4. Discontinuance of Work**

Any practice obviously hazardous as determined by the contracting agency shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

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

The 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. The 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.

## **6. Protection of Underground Utilities (Reference Contract)**

The 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 the contractor's operations.

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

The contracting agency reserves the right to change, add or delete areas for service. This is conditional upon the total amount of funds available. The City of Vestavia Hills shall give notice to the contractor of the areas to be serviced and the total amount of the annual service contract. Unless otherwise authorized by the contracting agency, failure of the contractor to comply with the approved service schedule shall be sufficient cause to give notice that the contractor is in default of the contract.

## **8. Work Schedule**

The contractor will schedule the work during typical work hours for related services, unless authorized by the contracting agency. Serviced areas shall be completed on Monday-Friday, weekly, unless changed by contracting agency.

## **9. Licenses and Permits**

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

## **10. Subcontracts (Reference Contract)**

The contractor will not be allowed to subcontract work under this contract unless written approval is granted by the contracting agency. The subcontractor, as approved, shall be bound by the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice has been given directly to the contractor.

## **11. Execution of the Contract**

The successful bidder shall, upon notification of selection as the successful bidder, enter into contract with the contracting agency and shall simultaneously provide the appropriate indemnities and insurance required hereunder.

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

## **12. Supervision**

This contract will be under the direct supervision of the contracting agency. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the contractor and contracting agency 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.

## **13. Work Crew Supervision**

The contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the contracting agency. (Within the Contract's scope of work) Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential injury or safety hazard.

## **14. Payments**

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

## **15. Contract Termination**

The contracting agency shall have the right at any time to cancel this contract for reasons other than breach by the contractor and require the contractor to cease work thereon. In such cases the 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.

## **16. Insurance (Reference Contract)**

The 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 in the contract document. The City, its employees and elected officials shall be named as additional insureds. A certificate of insurance shall be submitted with the executed contract and shall be renewed as needed during the term of said contract.

## **17. Crew Information**

- a) Crews shall be dressed neat. Shirts shall be worn at all times

- b) Courtesy to persons utilizing City facilities is required at all times
- c) Breaks shall 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 shall be run over with mowers or weed-eaters.**

## **18. Equipment**

- a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the contracting agency. The contracting agency 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 proposed 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.

## **19. Required Work (see following Exhibit 1 and maps)**



### **Exhibit 1 -- Required Work**

1. Unless otherwise noted below, all work to be done once a week during the months of April through September, on Monday-Friday unless changed by inclement weather or by the direction of the Public Service Director or his designee. Work to be done once per month from October through March unless otherwise noted.
2. Reference attached list, legend sheet, and detail project maps for specific site locations.
3. Contractor responsible to walk or review areas prior to mowing operations to ensure area is clear of trash or debris. If trash or debris is collected, please contact and coordinate with the City's Public Works staff or City designee for removal.
4. Contractor is responsible to include quantifications of any pesticides, herbicides, and fertilizers or other chemical application to treated areas in a monthly report to the City to be included with invoice requests for payments. This should summarize types of materials applied, brand name if available, and amount applied at each application.
5. See **Alternate List A, B, and C** at the end of document to include in bid submittal. This work will be contingent of City approval.
6. Keep leaves swept up during fall in the areas.
7. All work must be of high quality and must meet general grooming standards of a public facility as set by the Public Service Director or his designee.
8. When work is complete, all sidewalks, roads, etc. must be free of clippings.
9. If work is unsatisfactory CONTRACTOR will be notified by the Public Service Director or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Public Service Director or his designee, there will be a 25% penalty for that month's payment.
10. Any damages caused to City facilities shall be repaired or replaced immediately by the CONTRACTOR.

### **MAINTENANCE OPERATIONS – Specific to Lawns at I-65/Highway31 intersection but potentially may apply to other project areas as directed by Public Service Director**

#### **Mowing:**

1. Mow lawns a minimum of one (1) time per week during the growing season and as otherwise needed to maintain a neat appearance.
2. Lawn height shall not exceed one-half inch above 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 a minimum of one (1) time per month during the growing season and as otherwise needed to maintain a neat appearance. At minimum, edge all areas eight (8) times per year.
2. Remove and dispose of off-site, all debris the same day as the areas are edged.
3. Edge around trees, posts, utilities, etc. at frequency stated above.
4. Maintain all shapes and configurations of plant beds as originally installed. Provide a clean trenched line between all lawn and mulched areas.

**Weed Control (Improved Beds on Highway 31 and lawn at I-65/Highway31 intersection):**

1. Employ mechanical or chemical measures to ensure that weeds or undesirable grasses do not encroach upon or establish in lawn areas.
2. Apply contact herbicides on winter weeds in January. Spray on dormant Bermuda grass for wild onions and other winter weeds.
3. Apply pre-emergent herbicides to lawn areas to prevent crabgrass.
4. Apply post-emergent herbicides to lawn areas as required after the emergence and identification of the weed problem.

**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.

**TREES, 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. Prune or thin shrubs a minimum of two (2) times per year, once in late spring/summer and once during the winter. Problem growth will be pruned as required. Time pruning to maintain proper flowering of flowering shrubs.
4. Remove and dispose of off-site, all debris the same day it is accumulated.

**Mulching:**

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 one time per year minimum, typically in the spring. Replenish to the original specified depth of 2" after settlement.

**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.

## GRASS CUTTING MOWERS – 2025 update (see maps for additional detail)

### M-1 HAYES CIRCLE AND VESTRIDGE DR

Mow; weed eat/trim 1621 Hayes Circle to Pizitz Drive (sidewalk side)

Mow; weed eat/trim Vestridge Drive (both sides) from Hwy31 to first houses near Badham

Mow; weed eat/trim traffic triangle at Vestridge Drive and Badham Drive

### M-2 MERRYVALE RD (SW ONLY) & East Side of VESTAVIA PL

Mow; weed eat/trim Merryvale Road (sidewalk side) between Waldrige Rd and Vestavia Pl

Mow; weed eat/trim east side of Vestavia Place from Merryvale Rd to cul de sac

### M-3 INTERSECTION INDIAN HILL RD AND OLD ORCHARD RD

Mow; weed eat/trim Indian Hill Road at Old Orchard Road Intersection (grass island)

### M-4 OLD CREEK TRL AND CANYON CREEK LN

Mow; weed eat/trim sidewalk area to include shrubs on Old Creek Trail from Highway 31 to Canyon Creek Lane and along Canyon Creek Lane to Canyon Rd (grass and weeds along sidewalk)

### M-5 ALLEY BETWEEN MAYLAND LN AND OLD ORCHARD RD

Mow; weed eat/trim undeveloped alley way at Old Orchard Road/ Mayland Lane

### M-6 VESTAVIEW CIR

Mow; weed eat/trim the center island on Vestaview Circle

### M-7 VESTAVIEW LN

Mow; weed eat/trim sidewalk area on Vestaview Lane from edge of Shades Mountain Baptist Church parking lot to 1745 Vestaview Lane

### M-8 Unimproved ROW between TROUSDALE ST & HICKORY RD & ALLEY BEHIND 2200 SHADES CREST RD

Mow; weed eat/trim 2125 Hickory Road (alley way) including ditch line

Mow; weed eat/trim Shades Crest Road at Trousdale Street (alley way behind 2200 Shades Crest Road)

### M-9 Grass Triangle SMYER RD & SHADES CREST RD and Grass Triange BIG SPRINGS AND SHADES CREST RD

Mow; weed eat/trim grass triangle at Smyer Road and Shades Crest Road

Mow; weed eat/trim grass triangle at Big Springs Road and Shades Crest Road

M-10 VESTHAVEN WAY

Mow; weed eat/trim Vesthaven Way from Highway 31 to first house on both sides of road

M-11 CH MONUMENT SIGN HWY 280 AND DOLLY RIDGE RD& BROOKWOOD GREEN TRACE

Mow; weed eat/trim area at the intersection of Dolly Ridge Road and Highway 280 on the eastbound lane surrounding the monument sign and grass area on Woodhaven Cir side

Mow; weed eat/trim along sides of Brookwood Green Trace from Hwy 280 to City Limits

M-12 US HWY 31 ENTRANCE RAMP ENTRANCE AREA & MOUNUMENT AREA TO MONTREAT DR

Mow; weed eat/trim the right of way at the intersection of Highway 31 and Columbiana Road, the ditch line to Montreat Drive, and area around the entrance monument to include the side closest to I-65 on the North bound lane of Highway 31. This will include keeping the beds weed free and trimmed. This should also include refreshing the straw in the beds two (2) times per year.

M-13 MORGAN RD & LIMEROCK RD

Mow; trim hedges and weed eat/trim the right of way on both sides of the sidewalk on Morgan Drive from the intersection of Lime Rock Road and Morgan Drive (across from Fire Station #3) to the first business on the left.

Mow; weed eat/trim along sides of Limerock Road from Morgan to first house.

M-14 TRAFFIC TRIANGLE @ DOLLY RIDGE RD & CAHABA HEIGHTS RD

Mow; weed eat/trim traffic triangle at Dolly Ridge Road and Cahaba Heights Road, and grass on both sides of Dolly Ridge to the north of this intersection

M-15 CAHABA HEIGHTS RD- ROUND ABOUT- BLUE LAKE DR AND SICARD HOLLOW RD

Mow; weed eat/trim Cahaba Heights Road from Brent Drive to new roundabout at Sicard Hollow

Mow; weed eat/trim new roundabout at Sicard Hollow and Blue Lake

15 A BLUE LAKE DR BOTH SIDES TO CITY LIMITS ELMORE DR (TOP OF HILL)

Mow; weed eat/trim Blue Lake from roundabout to City Limits

Mow; weed eat/trim Elmore Drive

M-16 OVERTON RD – OAKDALE DR TO INT LIBRTY PKWY- & OLD OVERTON RD FROM OVERTON RD TO BOAT LAUNCH AREA

Mow; weed eat/trim Overton Road from Oakdale Drive to Liberty Parkway

Mow; weed eat/trim Old Overton Road from Overton Road to canoe launch area

M-17 LEONA WAY FROM OLD CREEK TRL TO UHAUL AT HWY 31

Mow; weed eat/trim sidewalk area to include the hand rail on Old Montgomery Highway from Old Creek Trail to the edge of Uhaul.

M-18 BLIND BROOK LN

Mow; weed eat/trim Blind Brook Lane across from 1512 Blind Brook (cut 8' behind gutter)

M-19 CAHABA RIVER RD - HEALTHY WAY & BLUE LAKE DR

Mow; trim hedges and weed eat/trim the intersection of Cahaba River Road and Healthy Way/Blue Lake Drive on both sides of Cahaba River Road.

M-20 HWY 31 FROM I-65 TO SHADES CREST RD

Mow; trim hedges and weed eat/trim the medians for entire length of Highway 31 from Shades Crest Road on the North to I-65 on the South. Periodic pruning of crepe myrtles to be included once every two years(see Alternate A). Periodic chemical treatments to prevent infestations and weeds, to be included a minimum of three applications per year (see Alternate B). The sides of the road shall be maintained in areas not in front of businesses or residents. Two times per month October through March.

M-21 CROSSHAVEN AND OVERTON RD

Mow; weed eat/trim Crosshaven Drive at Overton Road in front of cemetery wall

Mow; weed eat/trim Overton Road from Crosshaven to apartment entrance

M-22 BEARDEN DR & PARKING LOT AREA GREENDALE RD

Mow; weed eat/trim sections of Bearden Drive not in front of homes or church

Mow; weed eat/trim island area at Greendale Road

M-23 SMYER ROAD

Mow; weed eat/trim area of Smyer Road under power line easement

M-24 MASSEY ROAD

Mow; weed eat/trim land scape area at Massey Road and Vestavia Forest; this will include keeping the beds weed free and trimmed

Mow; weed eat/trim corner of Massey Road and Jacobs

M-25 ROUND HILL RD HWY 31 TO FIRST HOUSE ON NORTH SIDE

Mow; weed eat/trim edge of Roundhill from slope at office building across from library to first house (1416)

M-26 VESTAVIA LAKE DR FROM CHESNUT ST TO 2059 VESTAVIA LAKE DR

Mow; weed eat/trim Vestavia Lake Dr from Chestnut to 2059 Vestavia Lake Dr

M- 27 RIVER RUN SUBD AREA, RIVER RUN TRL FROM CITY LIMITS TO RIVER VIEW DR AS NEEDED, INTERSECTION RIVER RUN TRL AND RIVERVIEW DR, RIVER VIEW DR TO INTERSECTION OF RIVER VIEW COVE AS NEEDED, RIVER VIEW COVER FROM INTERSECTION RIVER VIEW DR EAST TO CUL DE SAC

Mow; weed eat/trim various areas along River Run not in front of homes; this includes frontage along I459 fencing, undeveloped lots, and shoulder areas at steep slopes

**Alternate C**

M-28 COLUMBIANA RD FROM VESTAVIA SCHOOL AREA NORTH TO CITY LIMITS

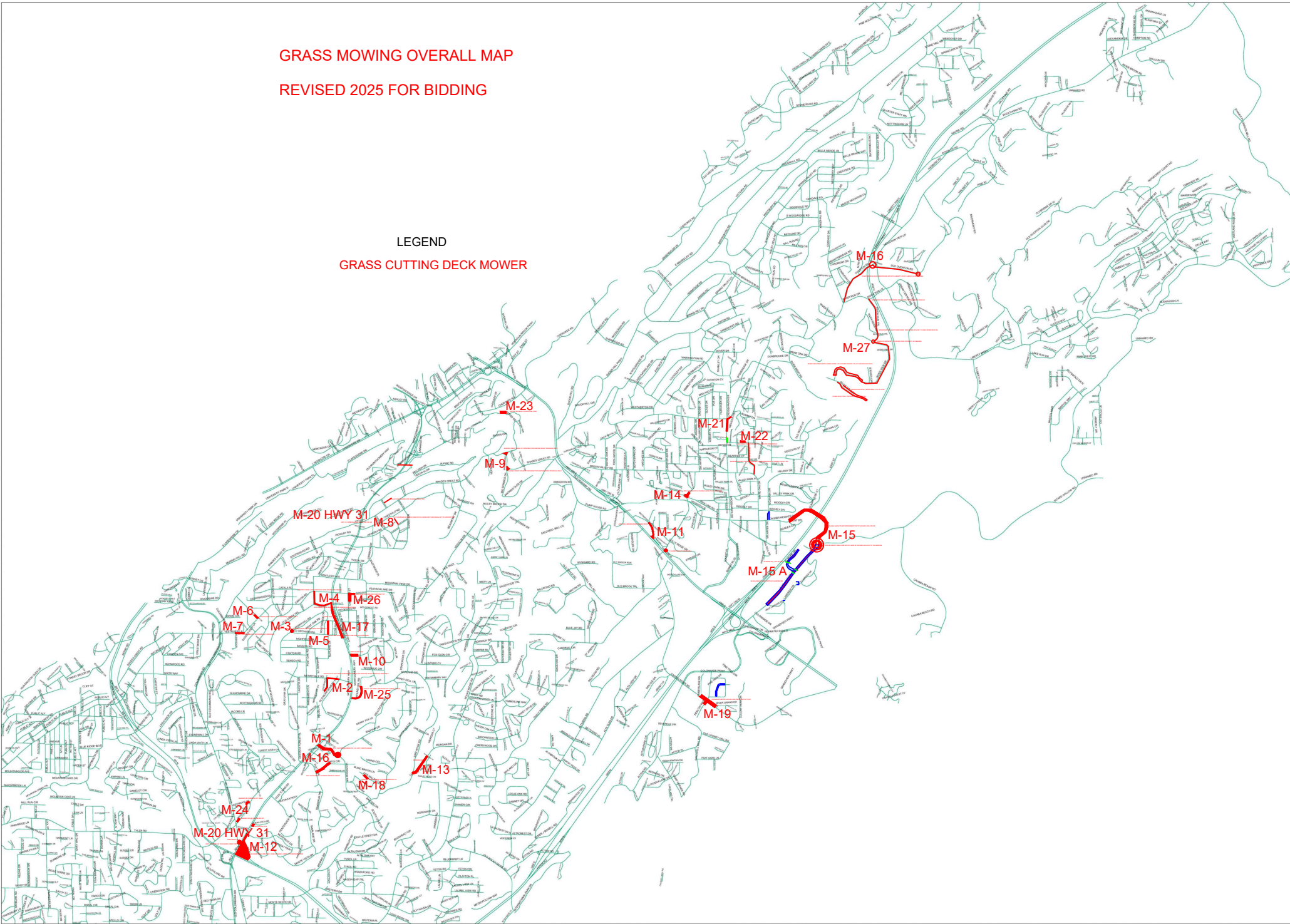
Mow; trim hedges and weed eat/trim the medians for entire length of Columbiana Road from the city limits marker on the North (just past Shades Crest Road) to Highway 31 on the South. The sides of the road shall be maintained in areas not in front of businesses or residents. Two times per month October through March.

GRASS MOWING OVERALL MAP

REVISED 2025 FOR BIDDING

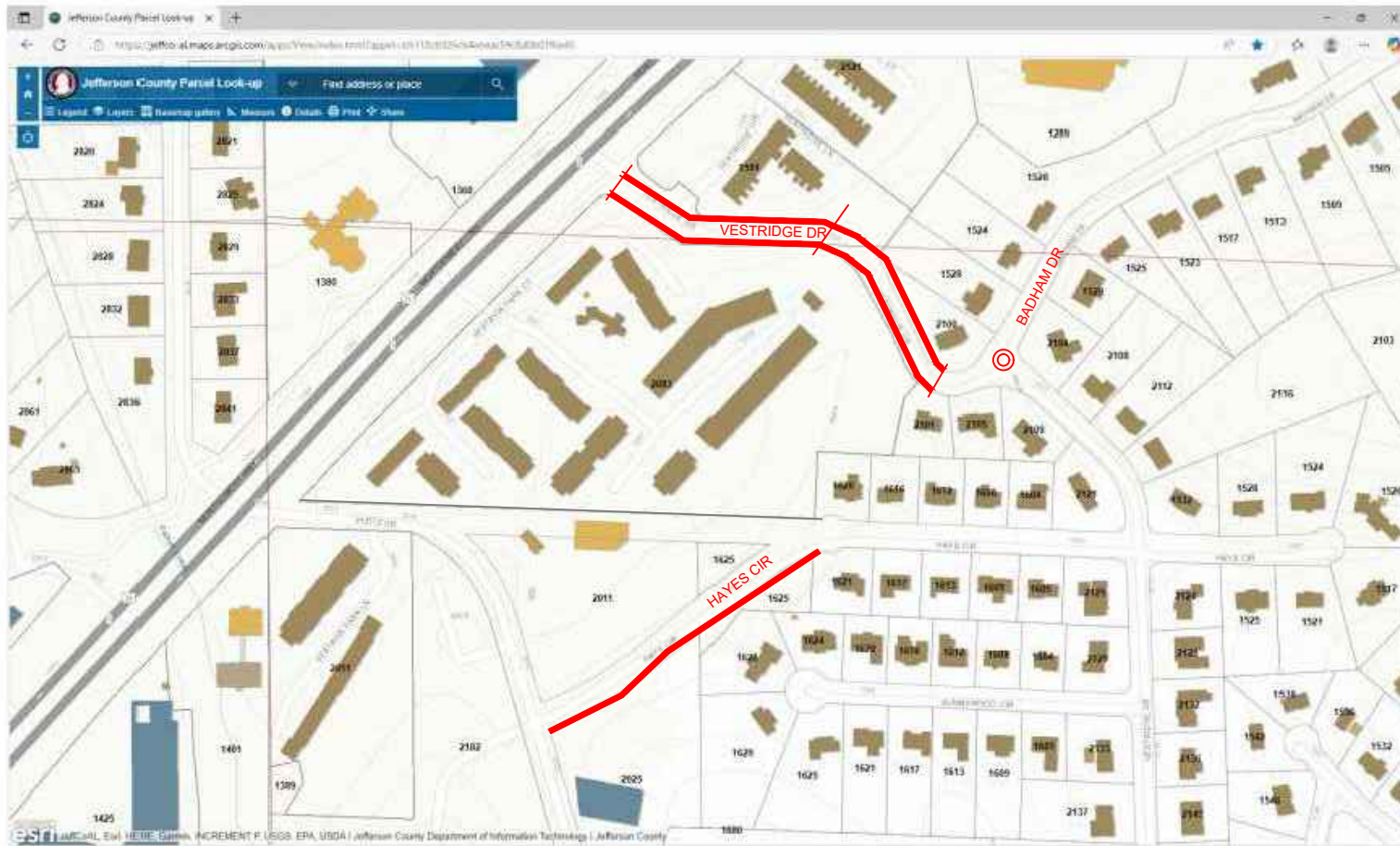
LEGEND

GRASS CUTTING DECK MOWER





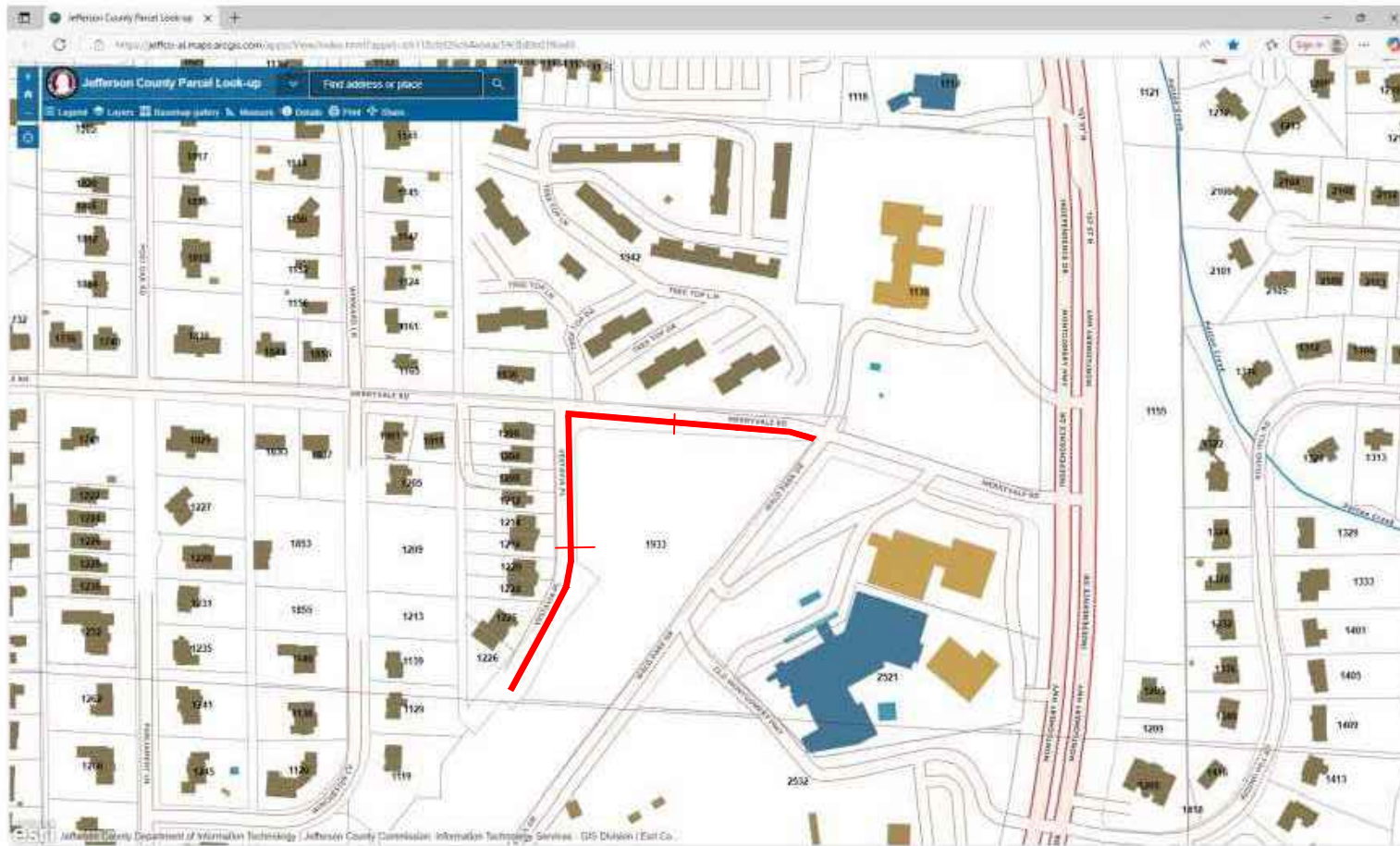
## HAYES CIRCLE AND VESTRIDGE DR



FROM 1621 HAYES CIRCLE TO PIZITZ DR  
FROM 2101 VESTRIDGE DR TO U.S. HWY 31 BOTH SIDES  
TRAFFIC TRIANGLE @ INT. VESTRIDGE DR & BADHAM DR



## MERRYVALE RD AND VESTAVIA PLACE



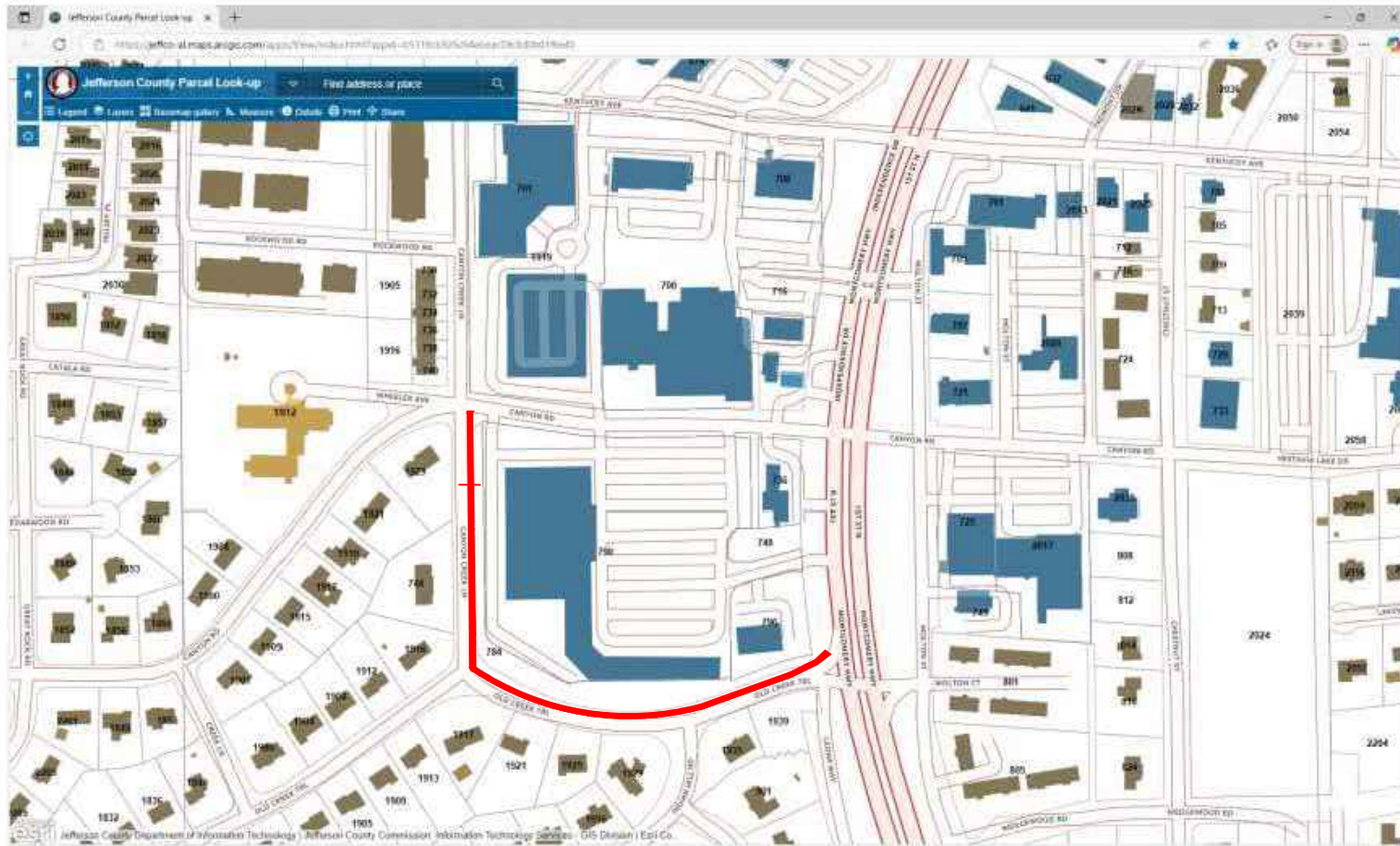
MERRYVALE RD FROM VESTAVIA PL TO WALDRIDGE RD  
VESTAVIA PL FROM MERRYVALE RD TO END OF CUL DE SAC

## INT. INDIAN HILL RD & OLD ORCHARD RD



## TRAFFIC ISLAND @ INT. INDIAN HILL RD & OLD ORCHARD RD

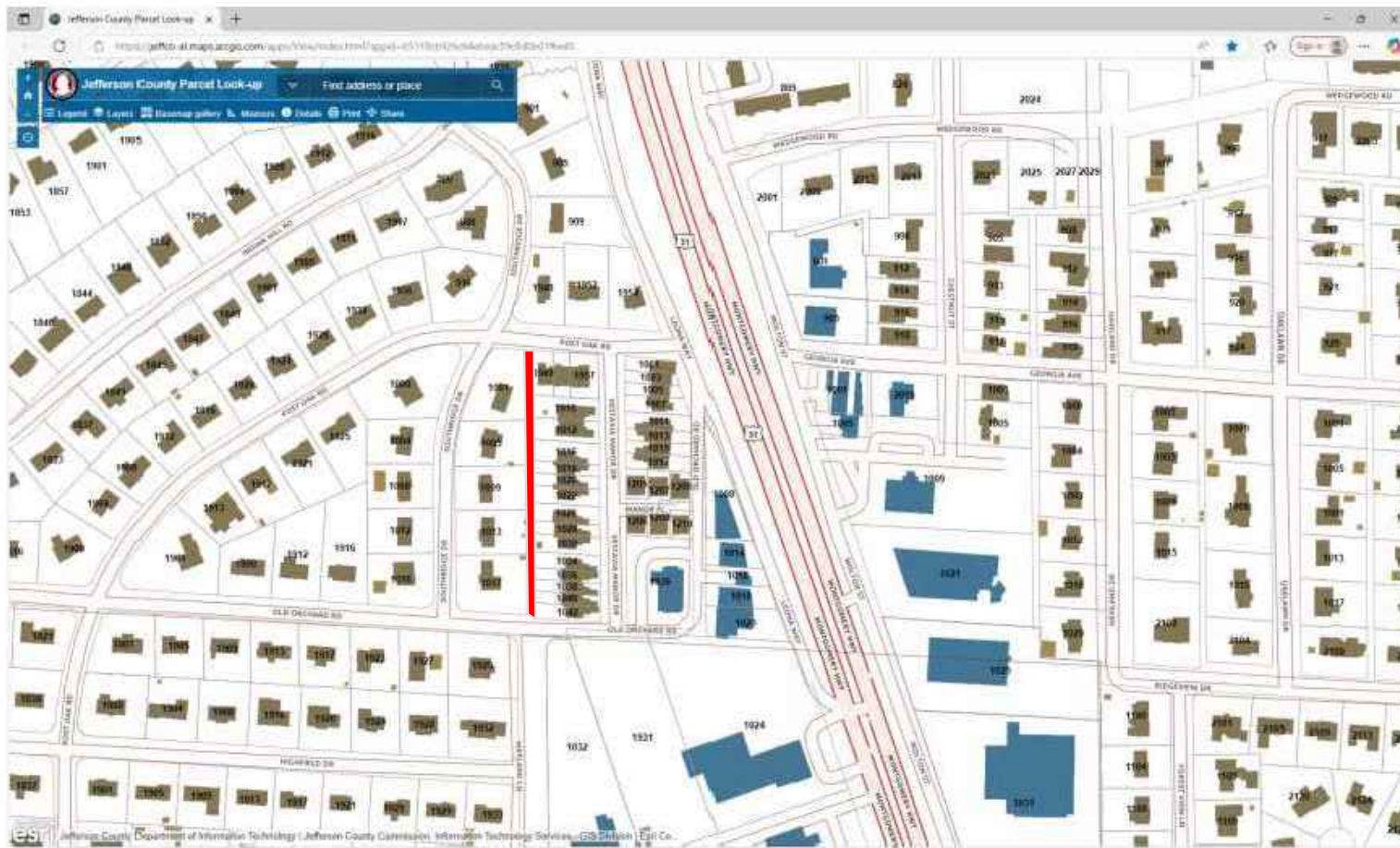
## OLD CREEK TRL & CANYON CREEK LN



OLD CREEK TRL FROM U.S. HWY 31 TO CANYON CREEK LANE  
CANYON CREEK LANE FROM OLD CREEK TRL TO CANYON RD



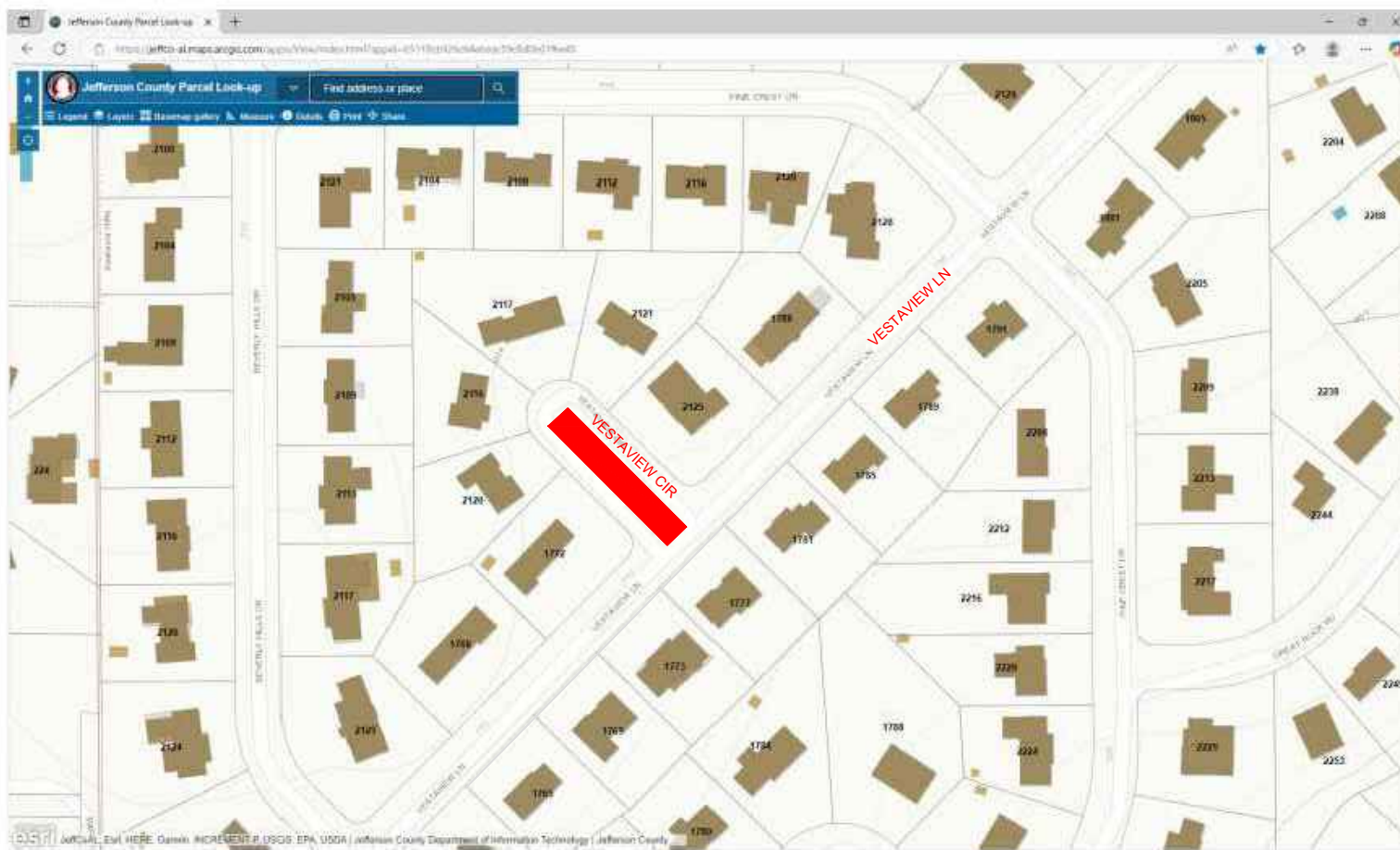
## OLD ORCHARD RD AND POST OAK RD



## ALLEY BETWEEN OLD ORCHARD RD AND POST OAK RD

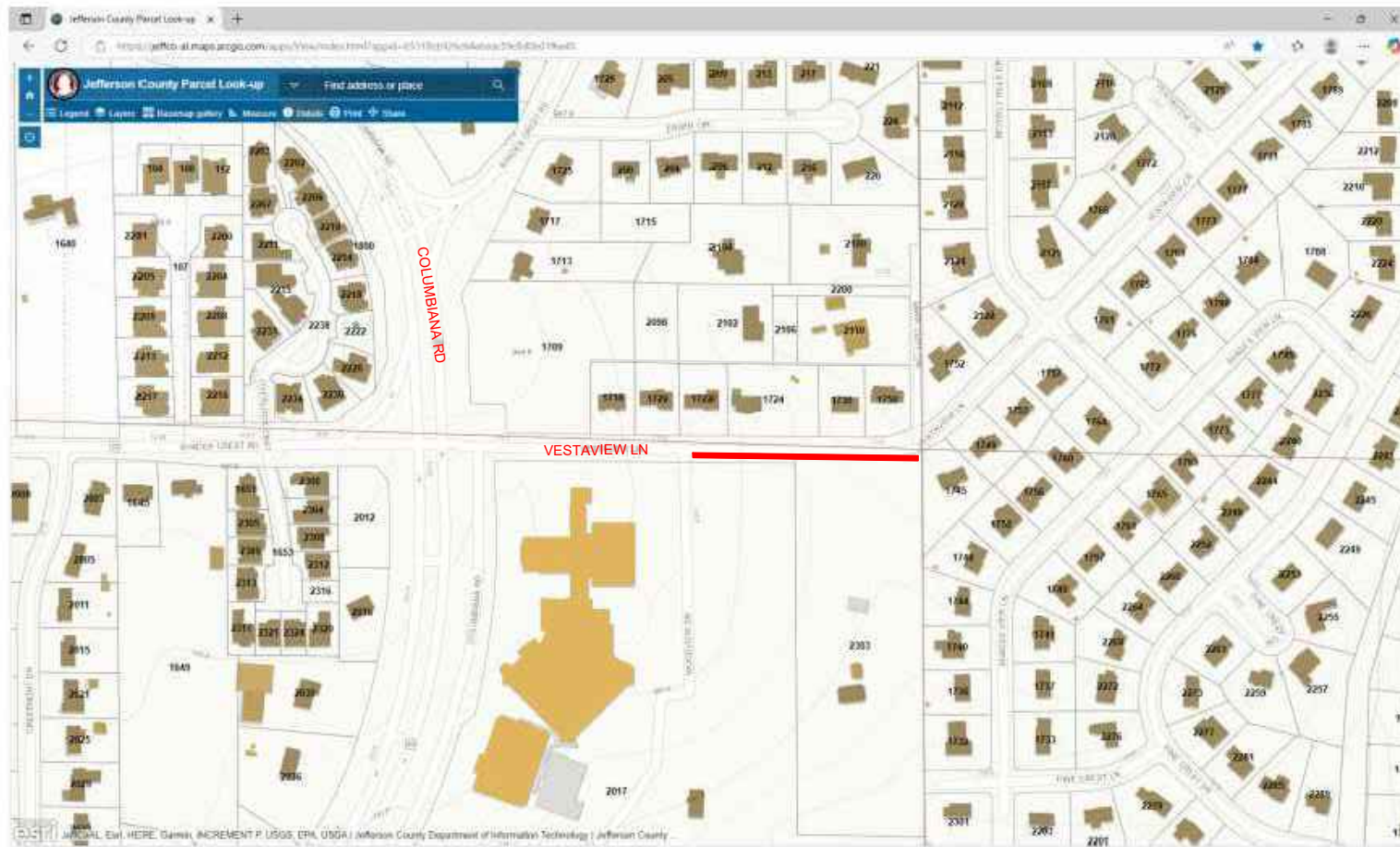
M-5

## VESTAVIEW CIRCLE



## ISLAND WITHIN VESTAVIEW CIRCLE

## VESTAVIEW LN

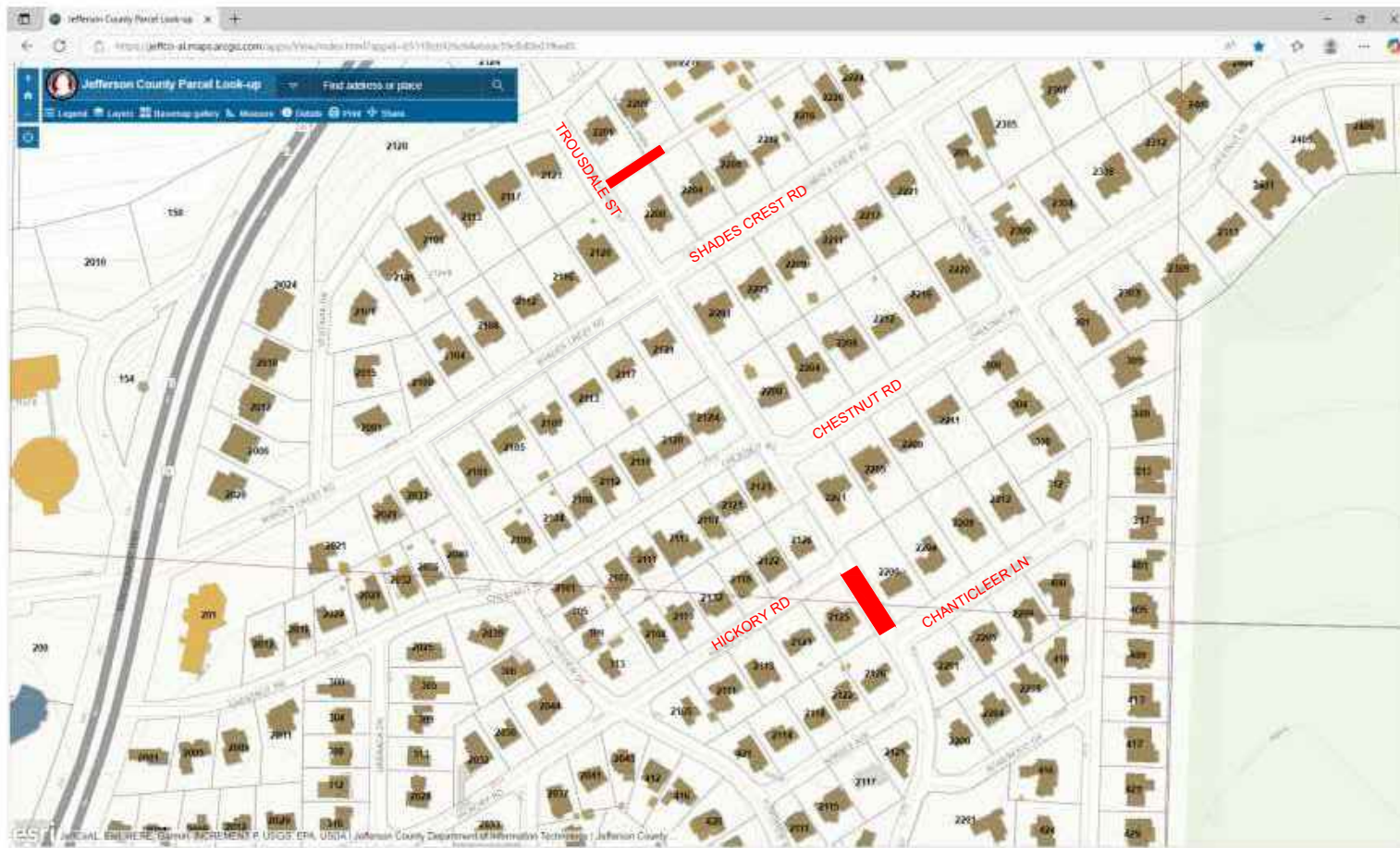


## VESTAVIEW LN SIDEWALK AREA

M-7



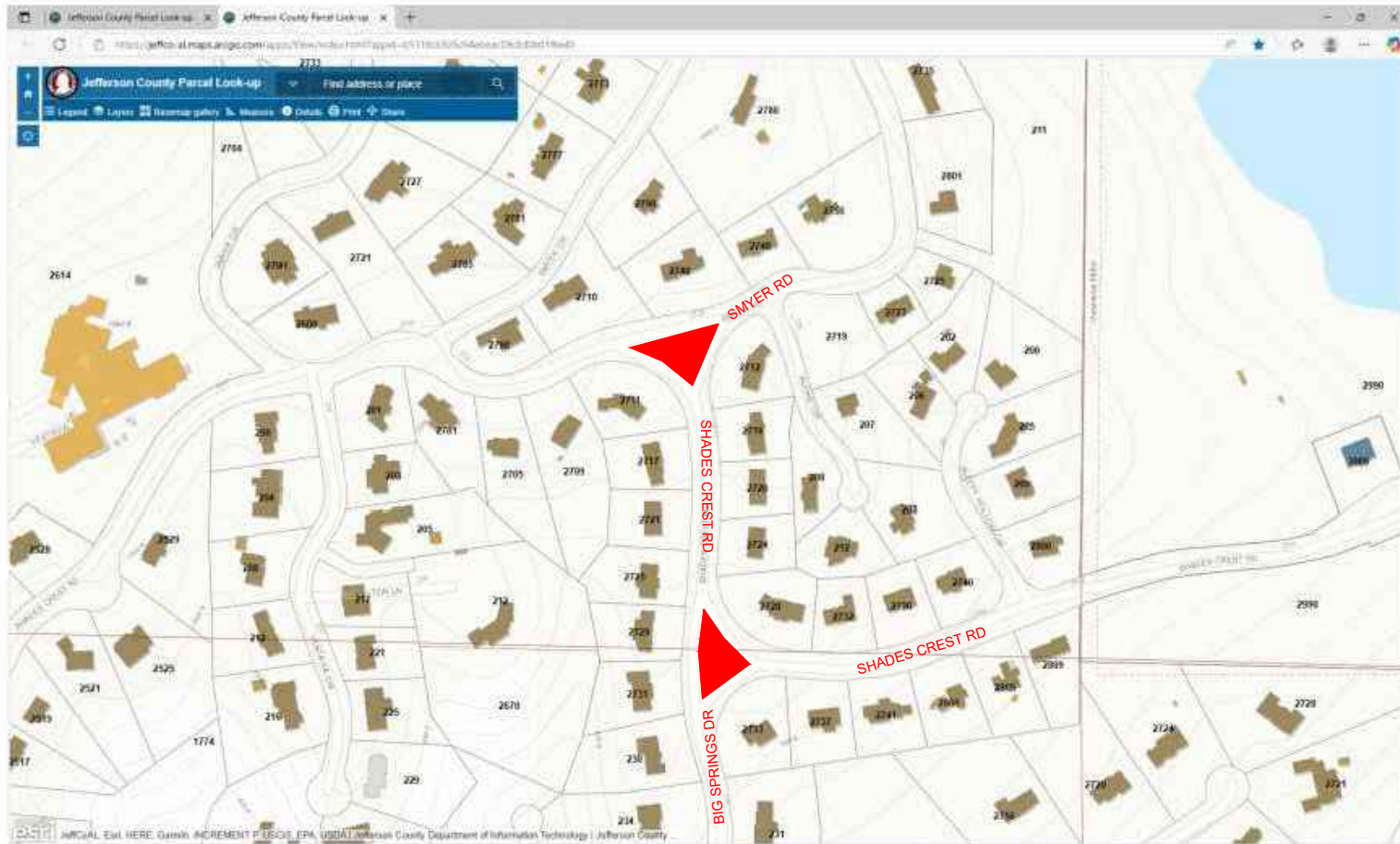
## HICKORY RD & TROUSDALE STREET



2125 & 2216 HICKORY RD UNOPENED ROADWAY & DITCH LINE

UNOPEN ALLEY EASTSIDE TROUSDASLE ST. BEHIND 2200 SHADES CREST RD

SHADES CREST RD @ SMYER RD & SHADES CREST RD @ BIG SPRINGS DR

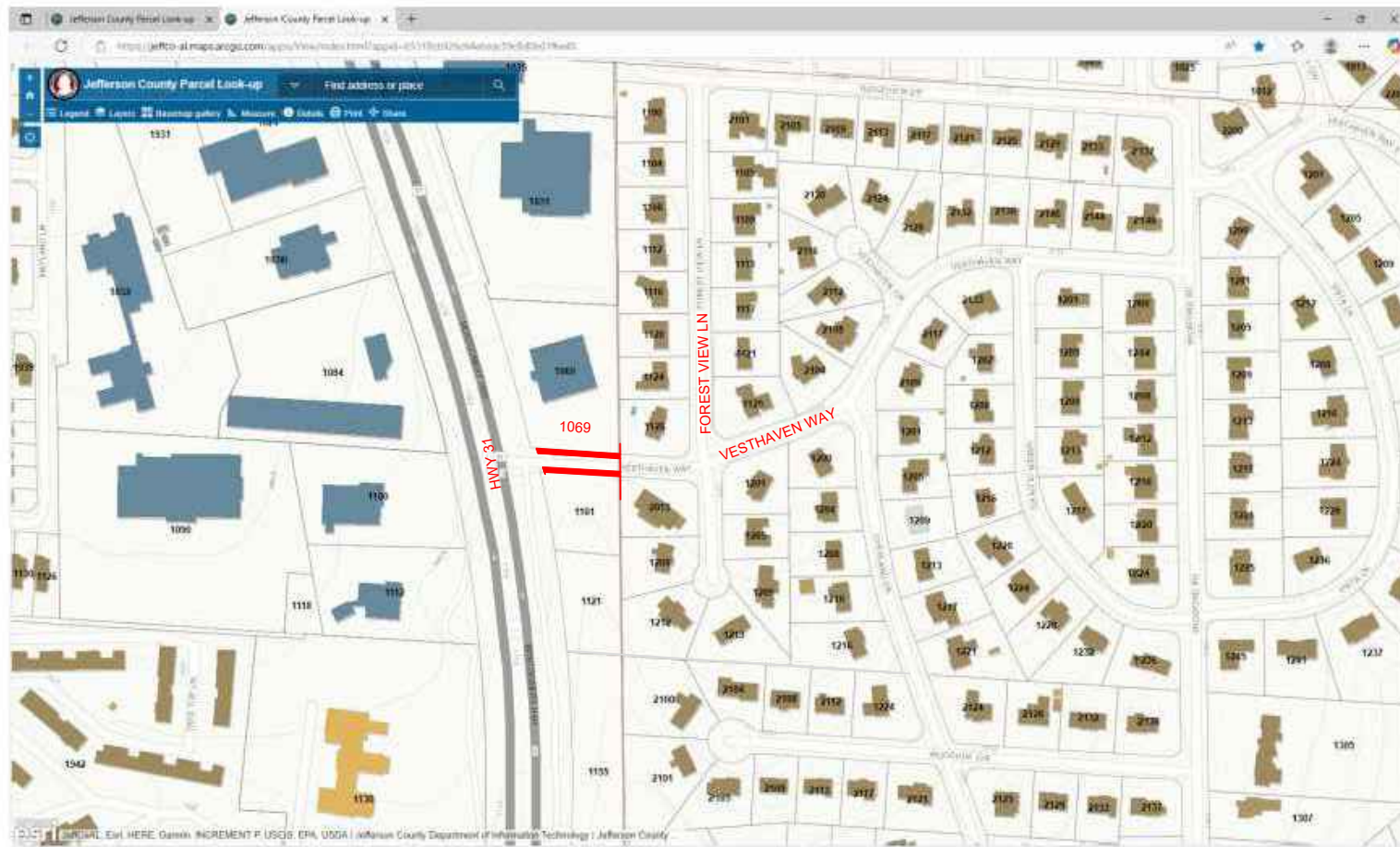


TRAFFIC TRIANGLE @ SHADES CREST RD & SMYER RD

TRAFFIC TRIANGLE @ SHADES CREST RD & BIG SPRINGS DR



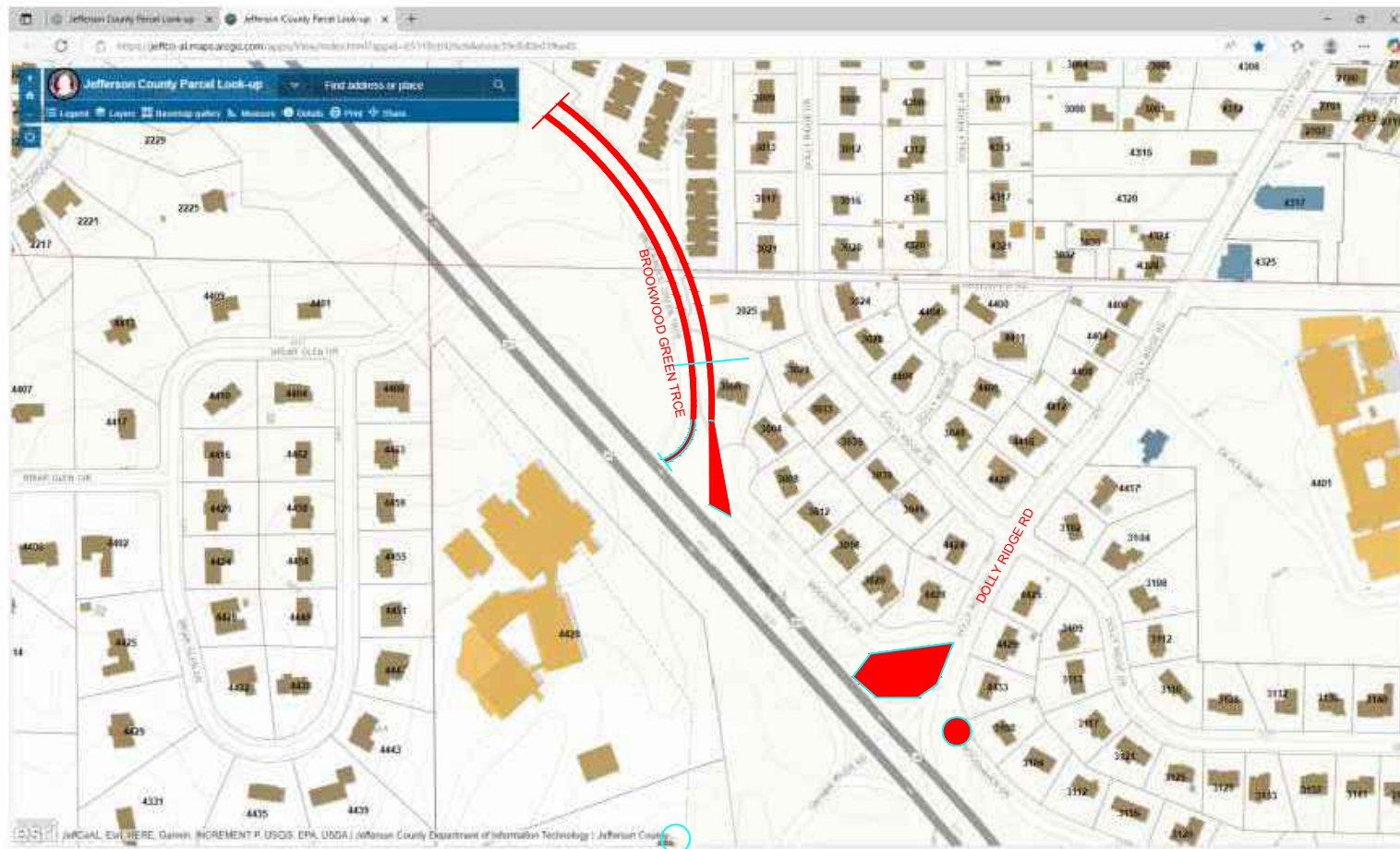
## VESTHAVEN WAY



VESTHAVEN WAY FROM HWY 31 TO FIRST HOUSES AT CORNERS

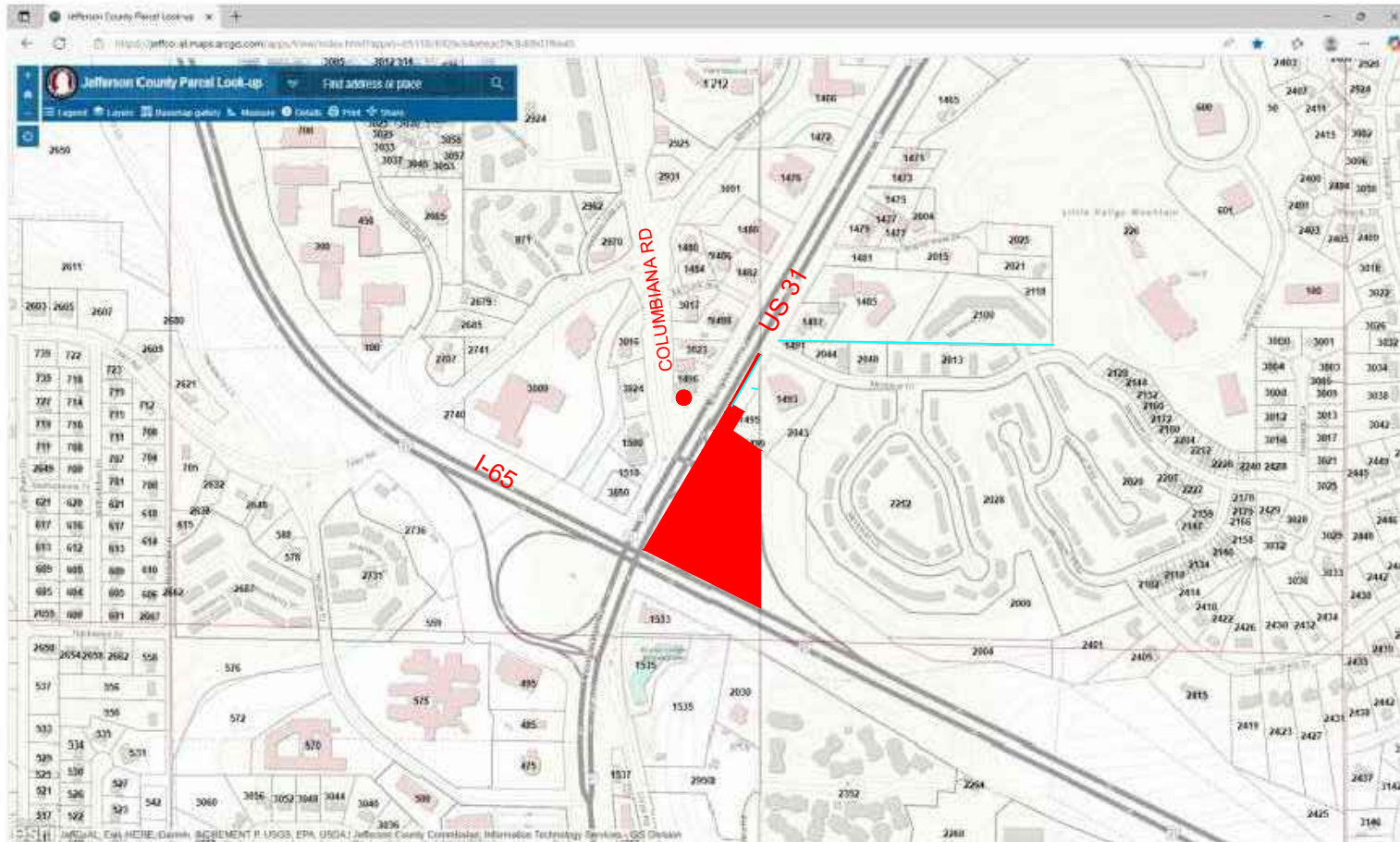
M-10

CH SIGN AREA HWY 280 & DOLLY RIDGE RD & BROOKWOOD GREEN TRCE



DOLLY RIDGE RD CH MONUMENT AREA AND WEST SIDE RADIUS TO HWY 280  
BROOKWOOD GREEN TRCE INT. WITH 280 & BOTH SIDES TO BRIDGE

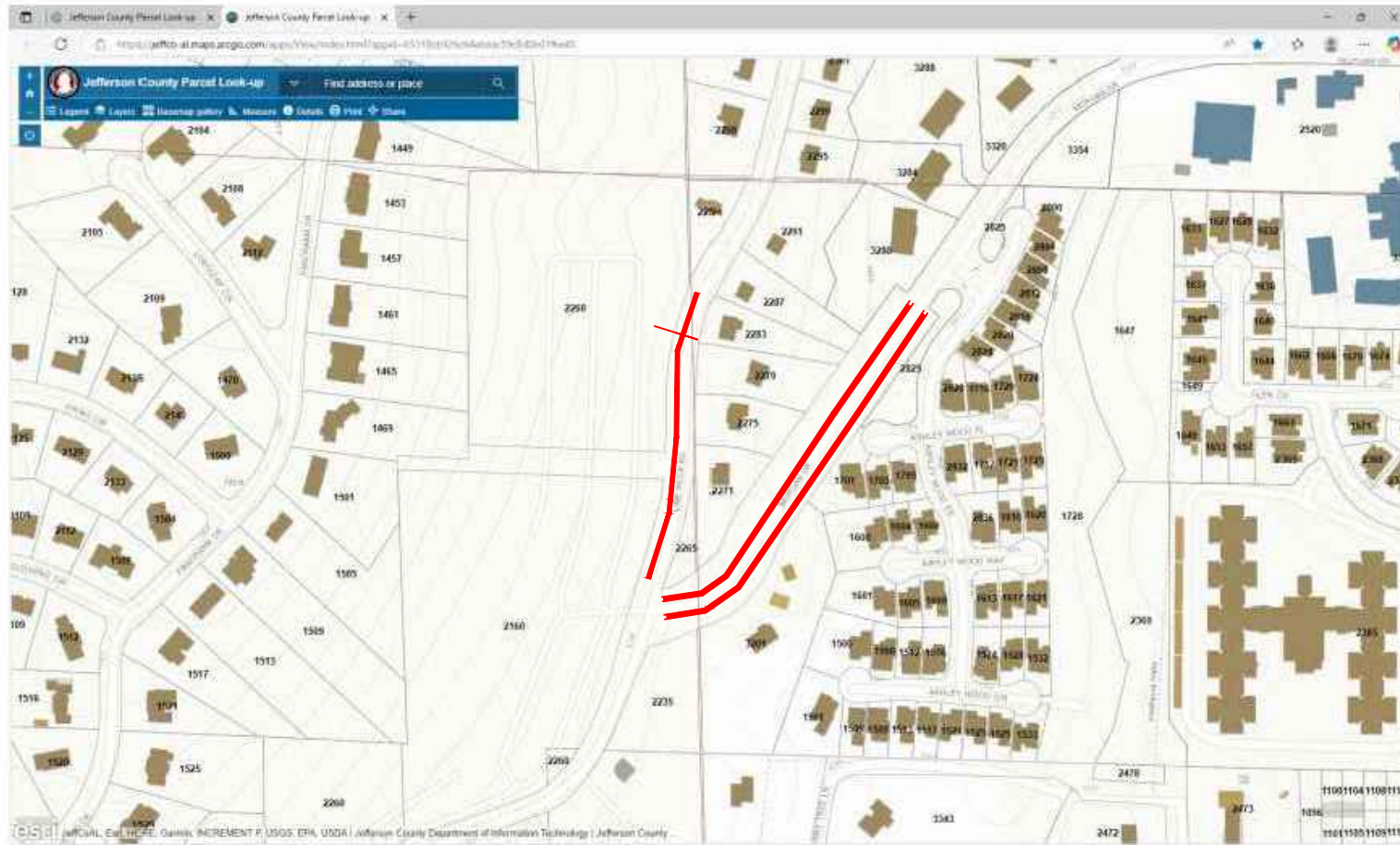
## US HWY 31 AND I-65 OFF RAMP AREA



## US HWY 31 AND I-65 OFF RAMP & MONUMENT AREA NEW CITY VESTAVIA MONUMENT 1496 MONTGOMERY HWY

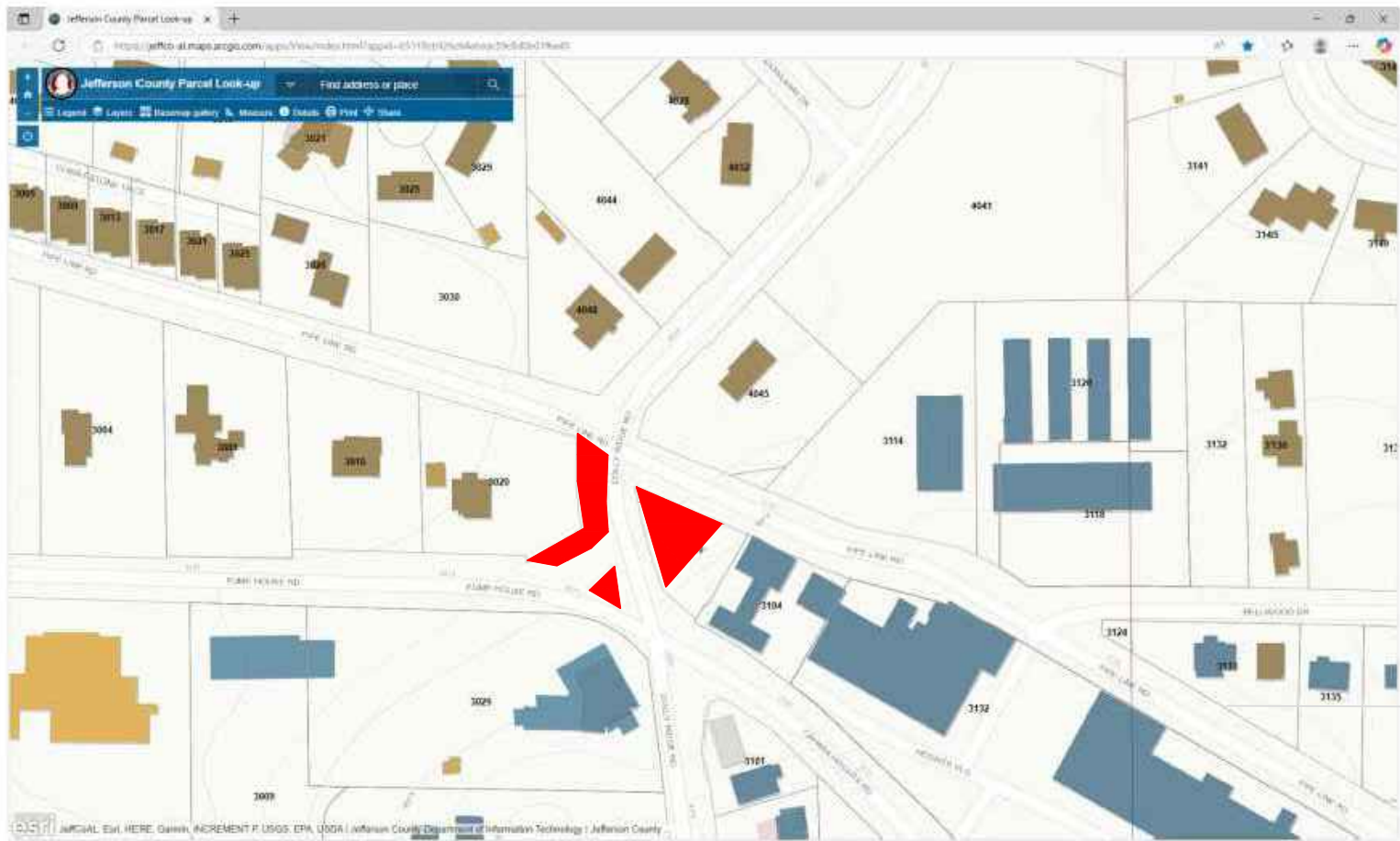


## MORGAN DR & LIME ROCK RD



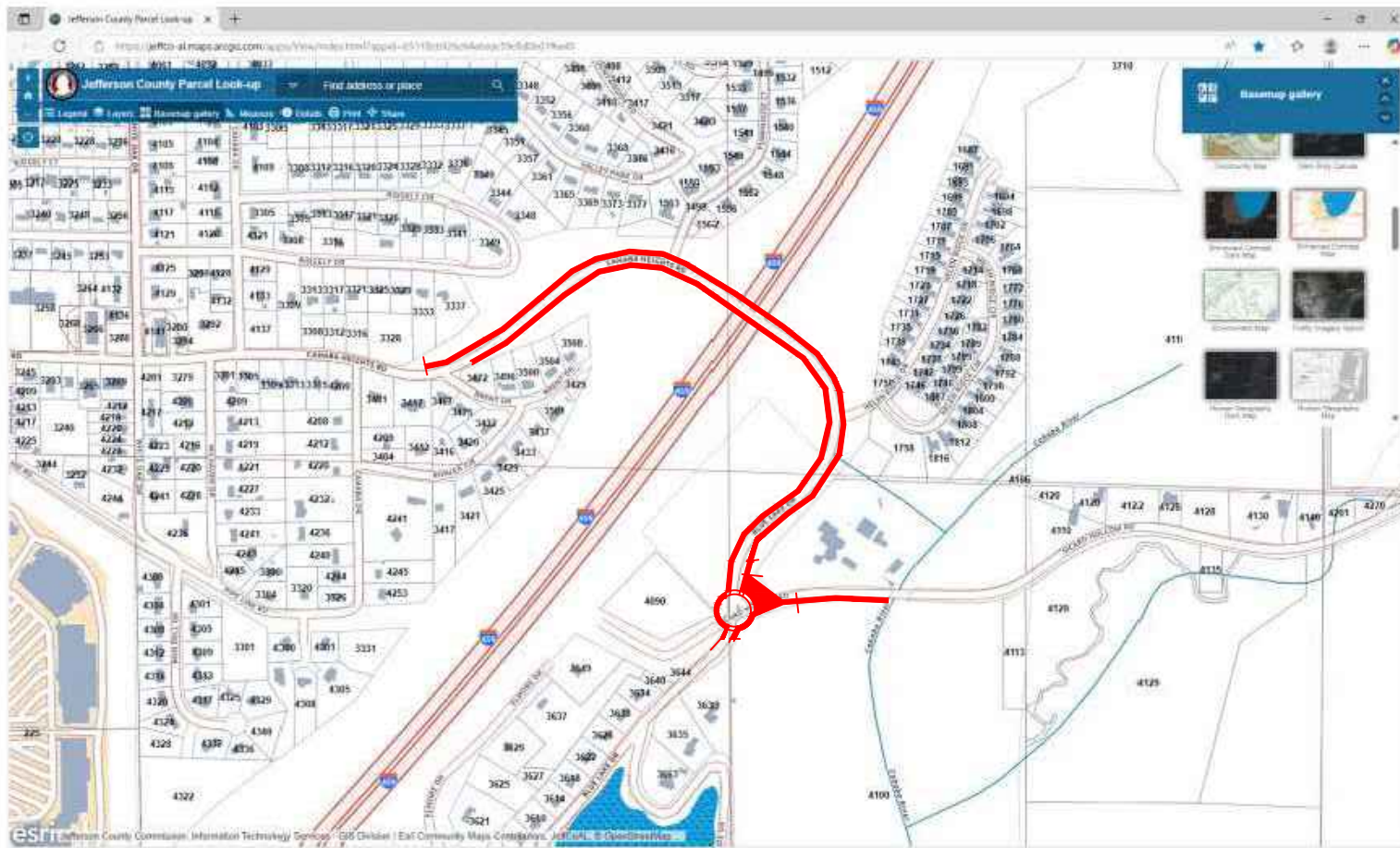
MORGAN DR FROM LIME ROCK RD TO SCHOOL PARKING AREA  
LIMEROCK RD WESTSIDE FROM MORGAN DR TO 2294 LIMEROCK RD

## TRAFFIC TRIANGLE @ DOLLY RIDGE RD & CAHABA HEIGHTS RD



## TRAFFIC TRIANGLE @ DOLLY RIDGE RD

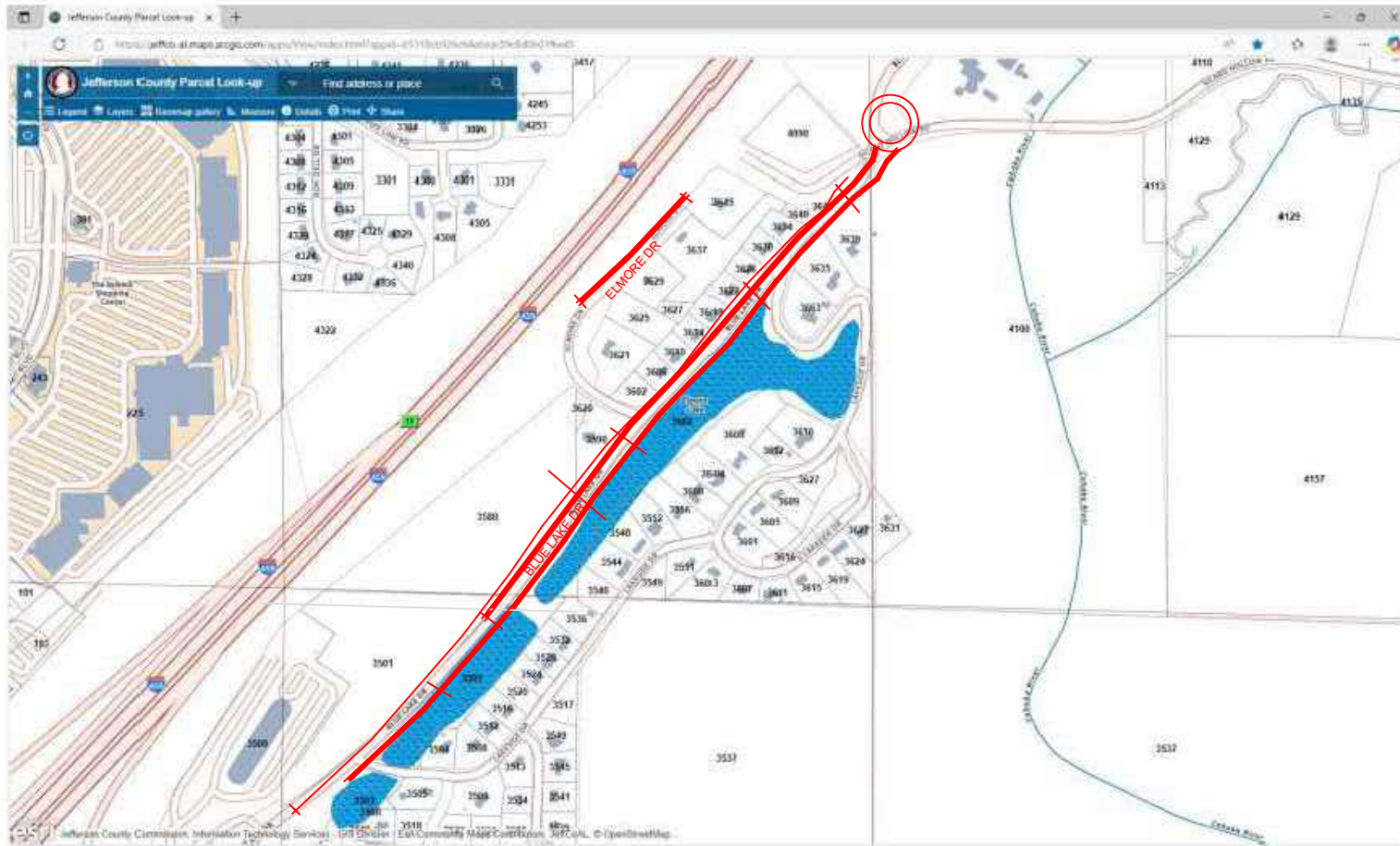
CAHABA HEIGHTS RD - ROUND ABOUT AREA -BLUE LAKE & SICARD HOLLOW RD



CAHABA HEIGHTS RD FROM BRENT DR TO NEW ROUND ABOUT  
ROUND ABOUT AREA & SICARD HOLLOW RD SOUTHSIDE TO BRIDGE  
BLUE LAKE DR INTERSECTION WITH NEW ROUND ABOUT

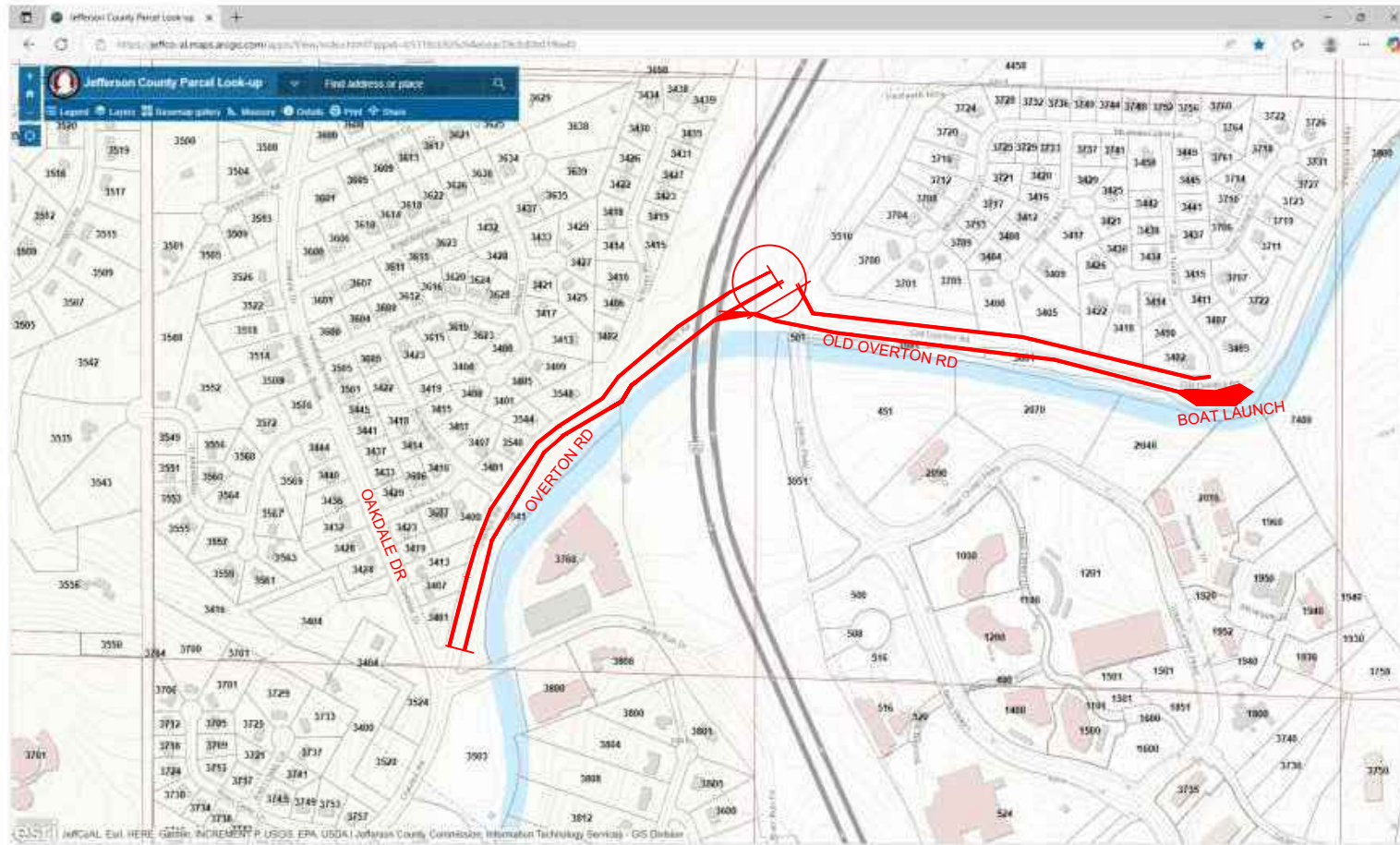


## BLUE LAKE DR & INTERSECTION WITH NEW ROUND ABOUT



BLUE LAKE DR WESTSIDE FROM CITY LIMITS TO INTERSECTION WITH NEW ROUND ABOUT  
BLUE LAKE DR EASTSIDE FROM LAKESIDE DRIVE TO INTERSECTION WITH NEW ROUND ABOUT  
ELMORE DR WESTSIDE FROM END GUARD RAIL TO END OF ROAD

## OVERTON ROAD & OLD OVERTON ROAD



OVERTON RD FROM OAKDALE DR TO INTERSECTION OF LIBERTY PKWY  
OLD OVERTON RD FROM OVERTON RD TO BOAT LAUNCH AREA

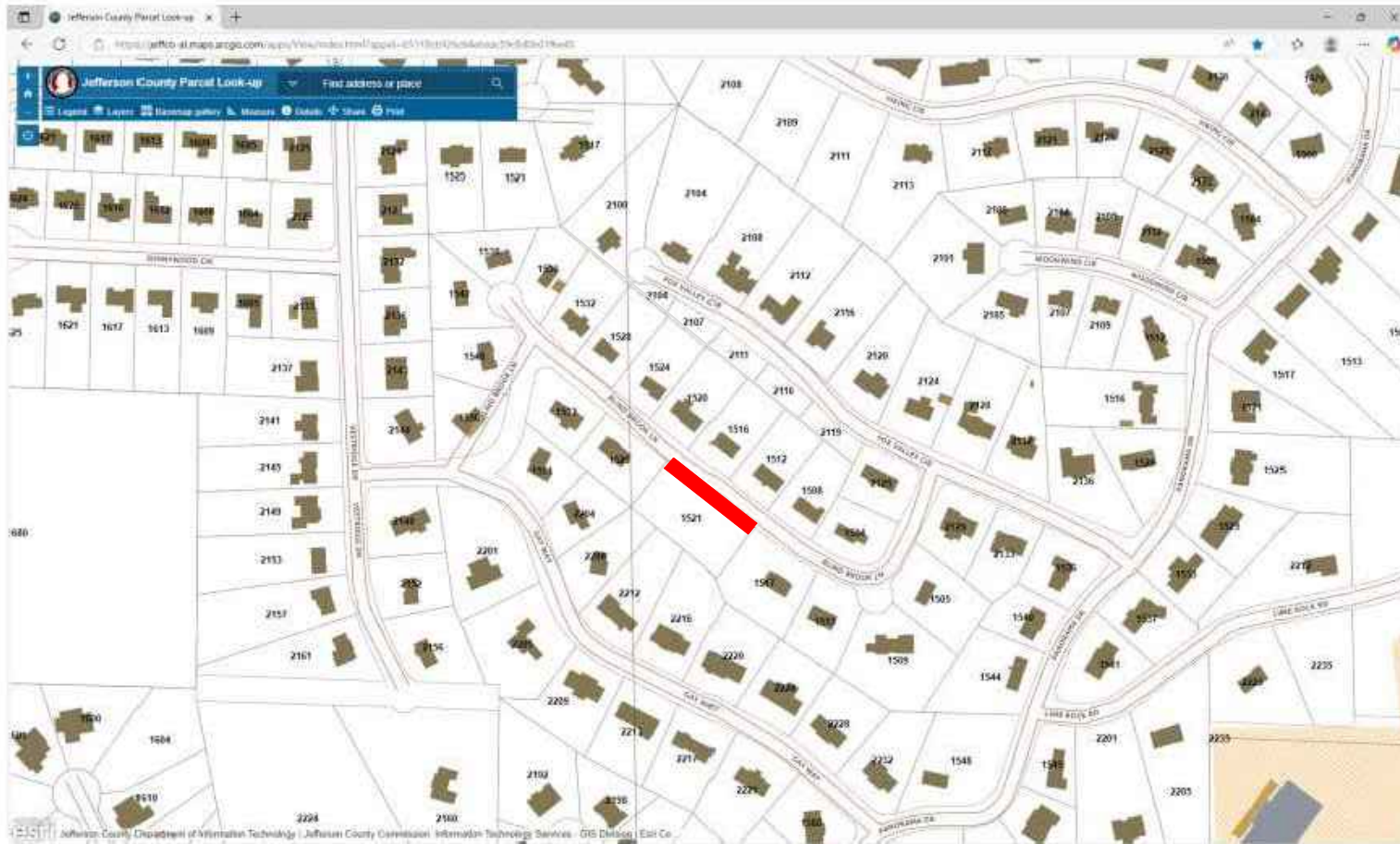


## LEONA WAY FROM OLD CREEK TRL TO UHAUL AT HWY 31



## LEONA WAY FROM OLD CREEK TRL TO UHAUL AT HWY 31

1521 BLIND BROOK LANE

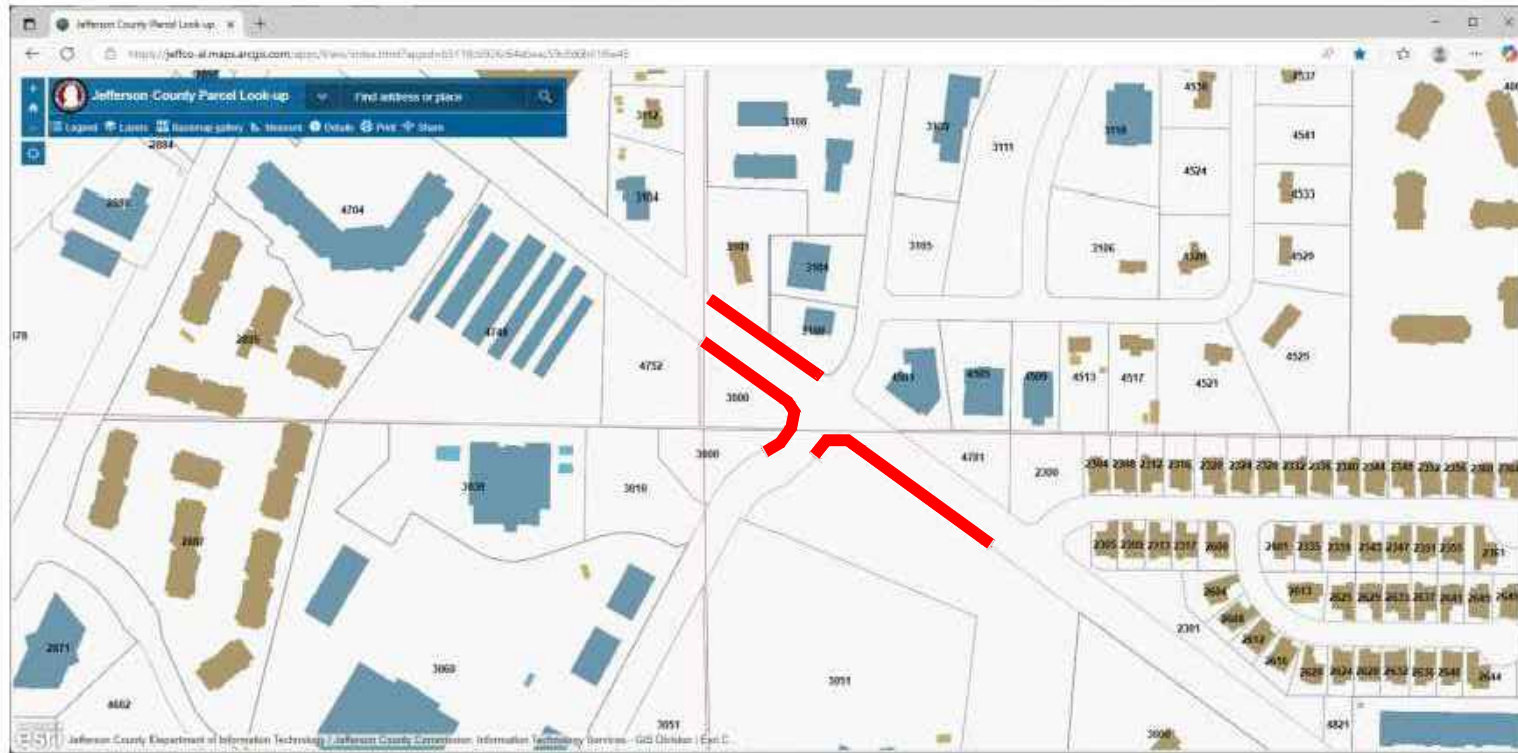


BLIND BROOK LANE RIGHT OF WAY AND EASEMENT AREA

M-18

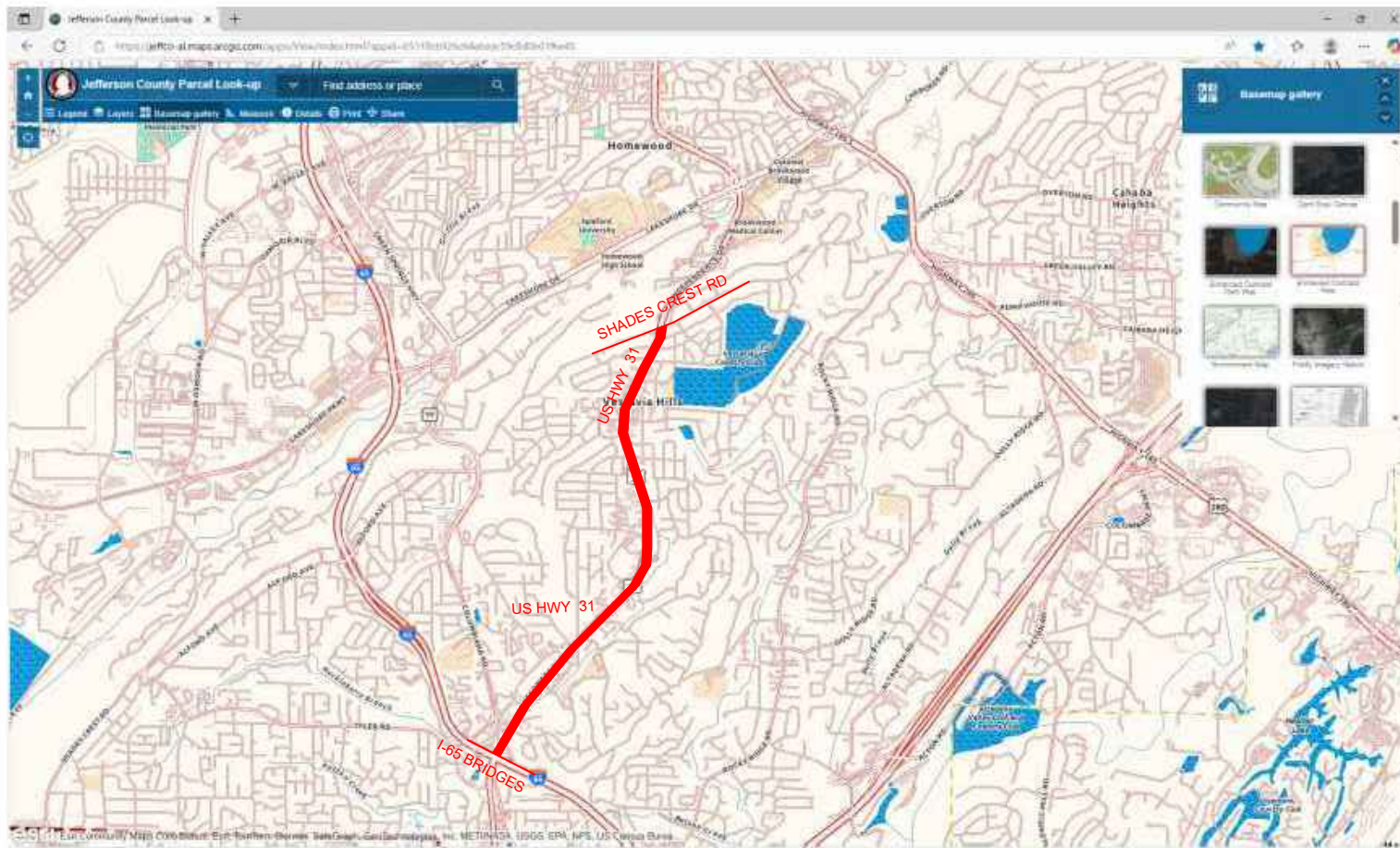


## CAHABA RIVER RD & HEALTHY WAY



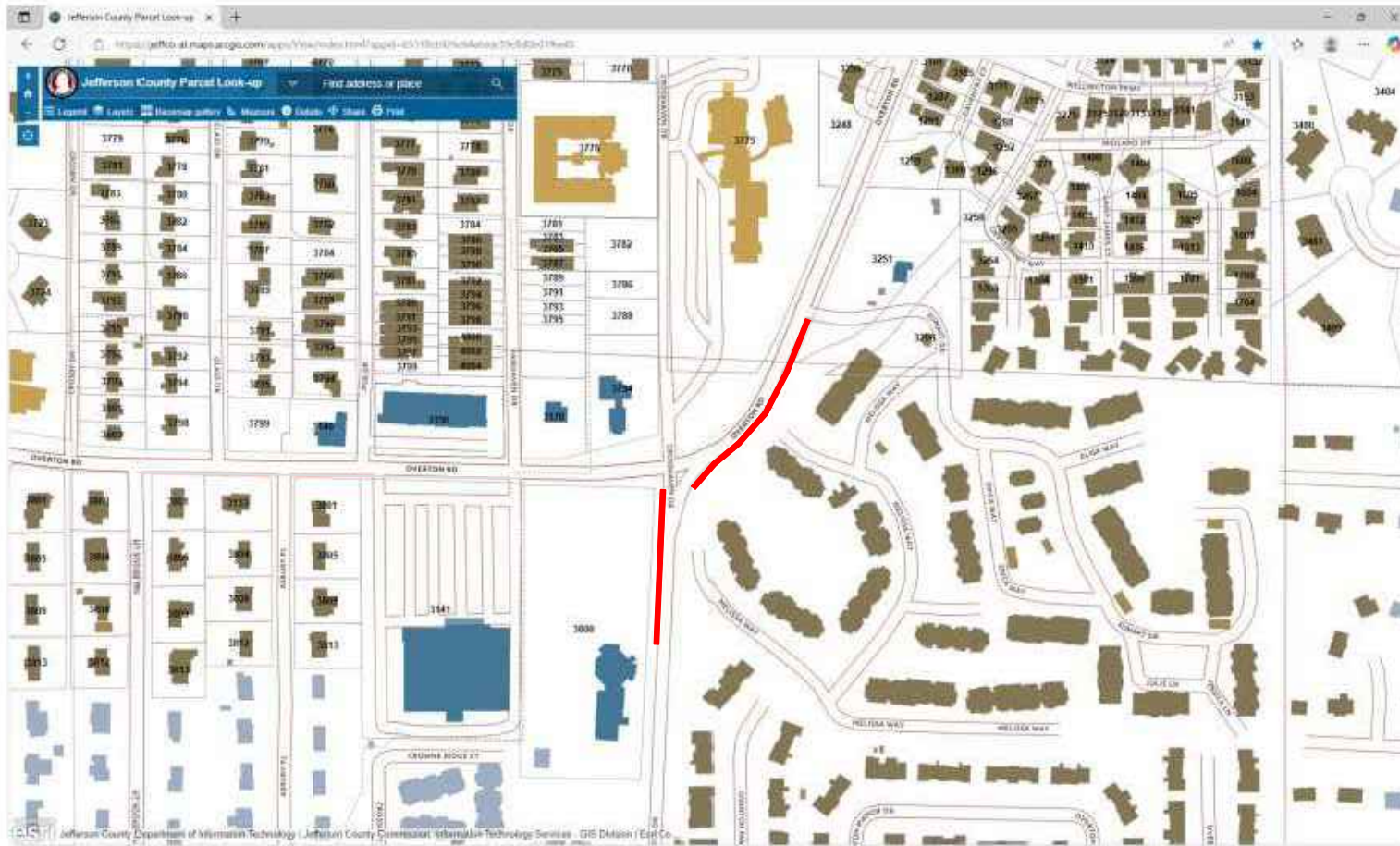
## CAHABA RIVER RD & HEALTHY WAY @ INTERSECTION OF BLUE LAKE DR

## US HWY 31 FROM I-65 TO SHADES CREST ROAD



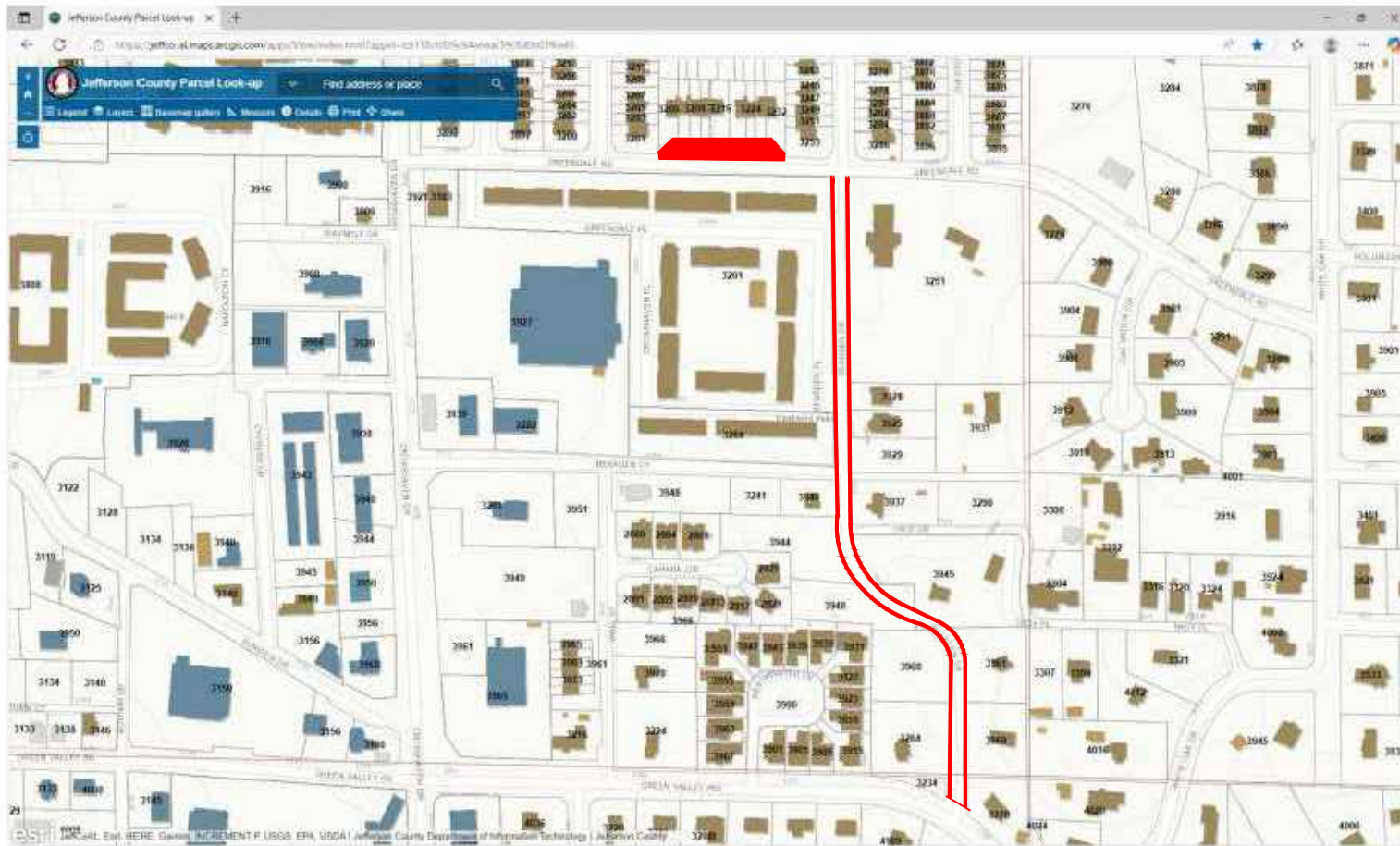


## OVERTON RD & CROSSHAVEN DR



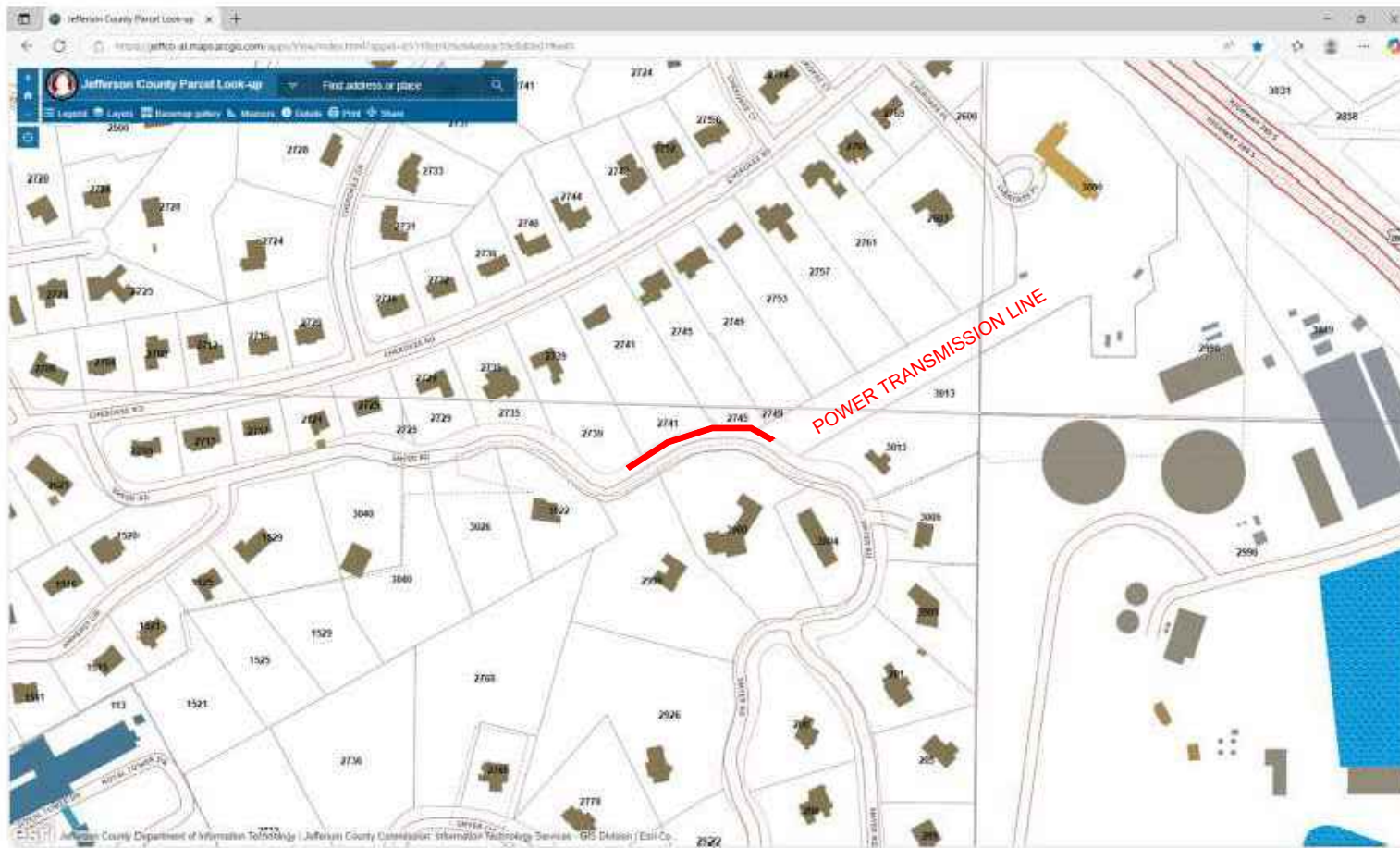
OVERTON RD SOUTH SIDE FROM INTERSECTION OF CROSSHAVEN DR TO APT. DRIVEWAY ENTRANCE  
CROSSHAVEN DR WEST SIDE FROM OVERTON RD INTERSECTION TO CHURCH DRIVEWAY ENTRANCE

## BEARDEN DR & PARKING LOT AREA GREENDALE RD



## BEARDEN DR & PARKING LOT AREA GREENDALE RD

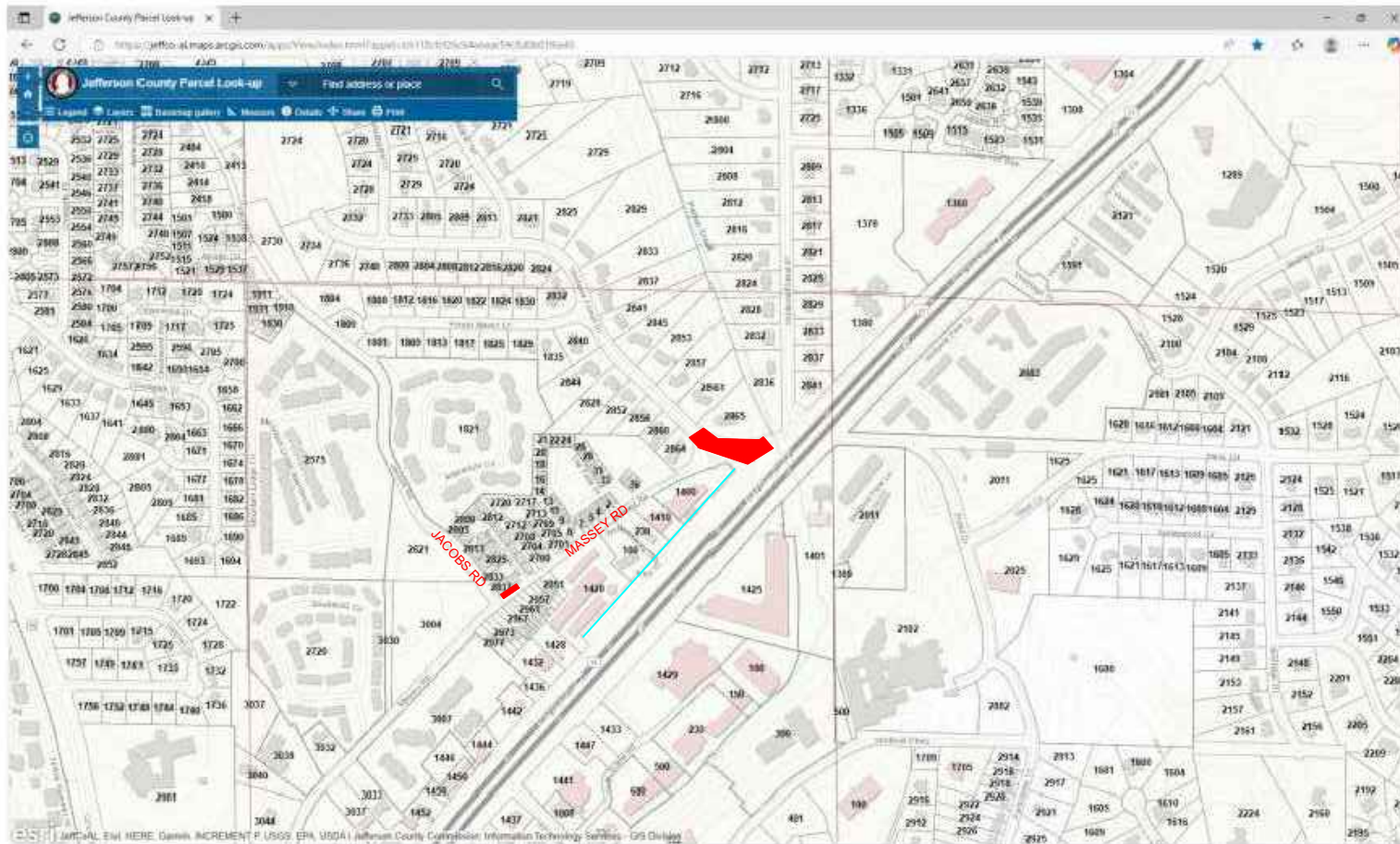
## SMYER ROAD



SMYER ROAD NORTH SIDE FROM POWER TRANSMISSION LINE TO CURVE



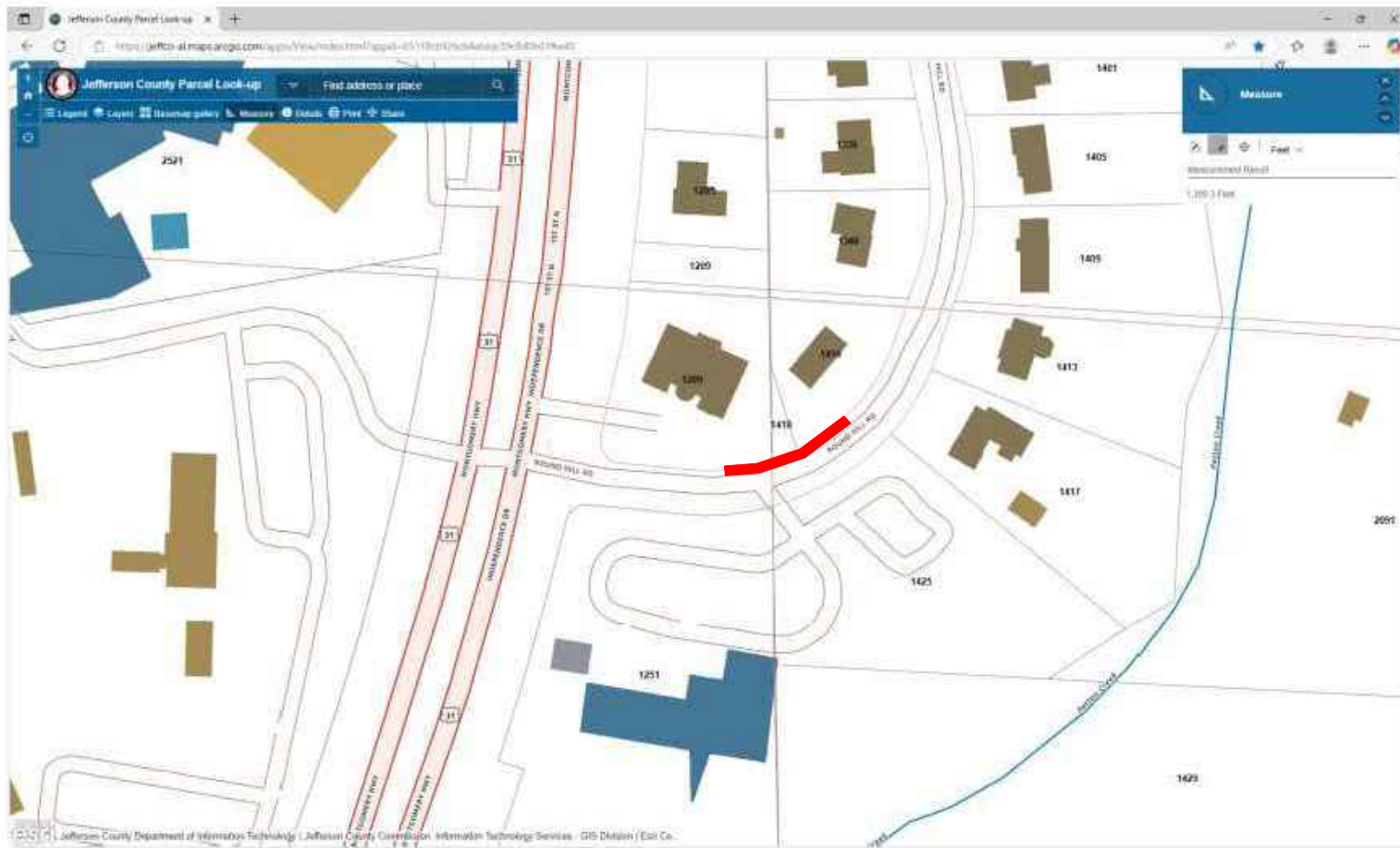
## MASSEY RD & JACOBS RD INTERSECTION



MASSEY RD PARKING LOT AREA & NORTHSIDE MASSEY RD AT INTERSECTION JACOBS RD

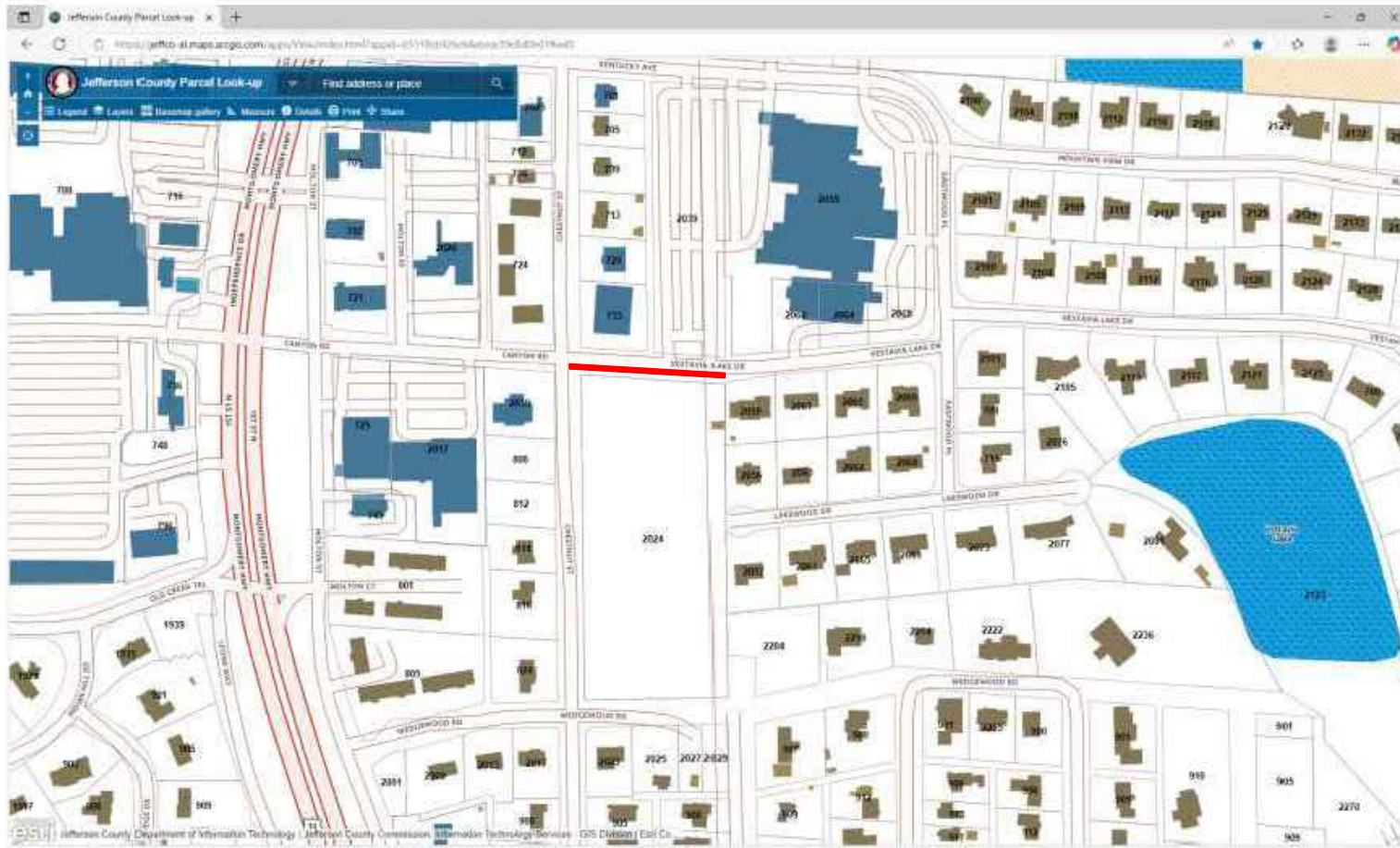


## ROUND HILL ROAD



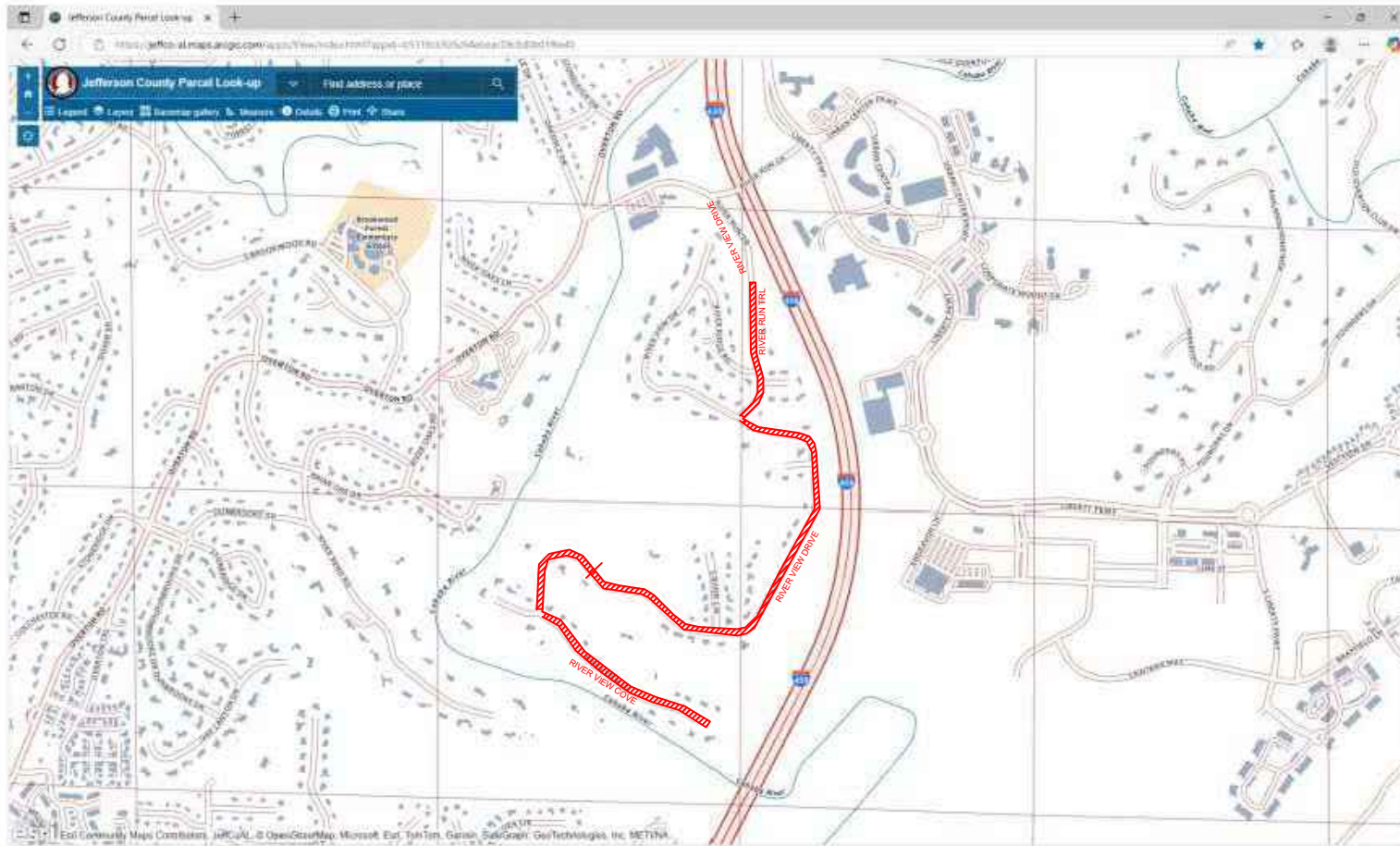
ROUND HILL ROAD FROM 1209 OFFICE BLDG SIDE YARD TO FRONT YARD AT 1416 ROUND HILL ROAD

## VESTAVIA LAKE DR



VESTAVIA LAKE DR FROM CHESTNUT STREET TO 2059 VESTAVIA LAKE DR

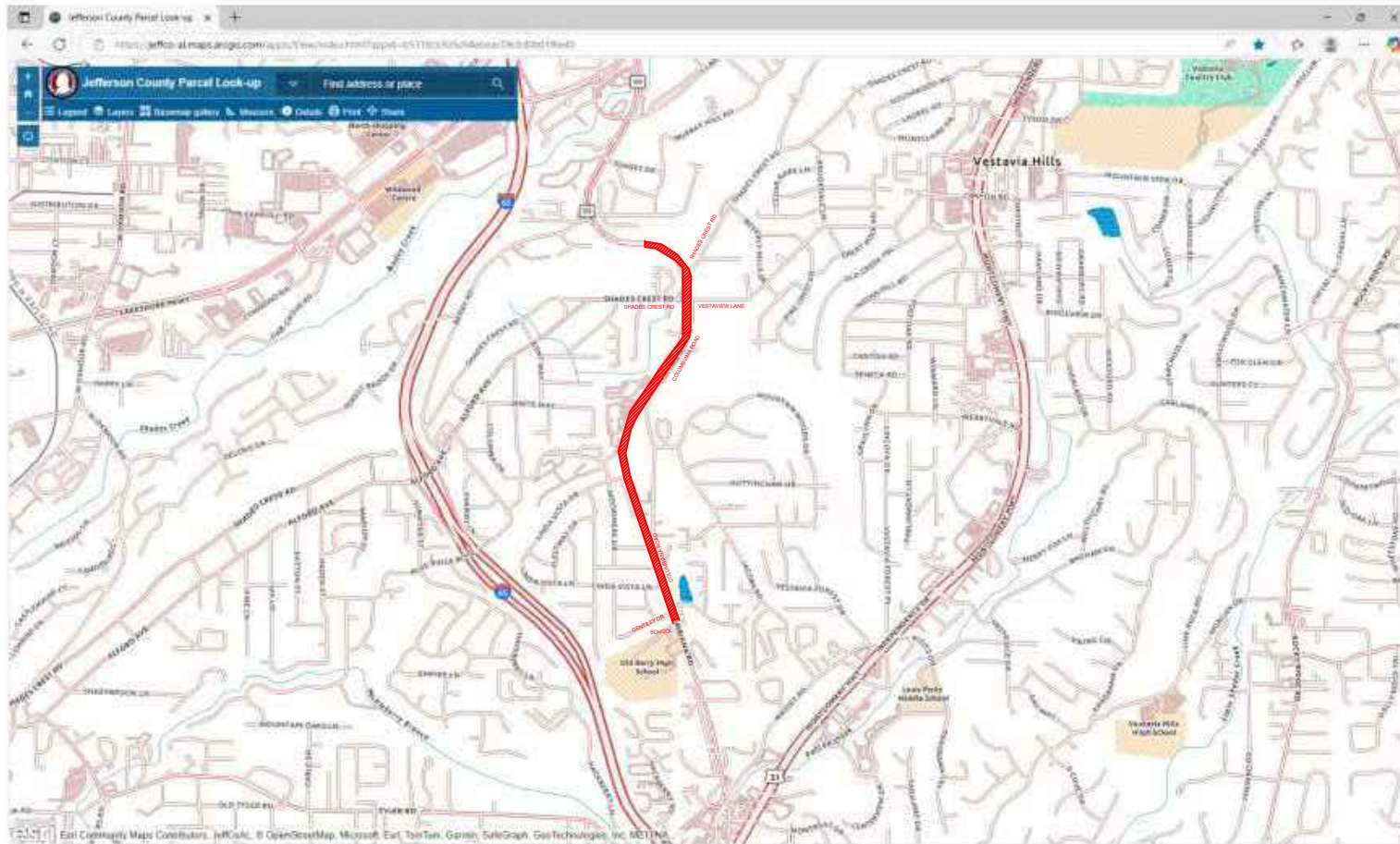
## RIVER RUN SUBDIVISION AREA



## RIVER RUN TRAIL & RIVER VIEW DRIVE & RIVER VIEW COVE & CUL DE SAC AREA



COLUMBIANA RD FROM VESTAVIA SCHOOL TO CITY LIMITS



COLUMBIANA RD FROM VESTAVIA SCHOOL TO CITY LIMITS

Alternate C -- M-28

## **Bid Sheet for ROW Mowing/Maintenance**

Company \_\_\_\_\_

Representative \_\_\_\_\_

**Required Work Annual Cost**

\$

### Specialized Areas and Alternatives

Alternate A, periodic prune and trim of crepe myrtles on US31, once every two years

per occurrence

\$

Alternate B, chemically treat medians on US31, minimum 3 times per year

per treatment cost

\$

Alternate C, Columbiana Road, Map M-28

per year

\$

revised: 7/21/2025