



The Legends Civic Association

“An Association Established by the Residents for The Residents”

Landscape Bid

Landscape Bid Specifications

Please print these pages, complete and return to

The Legends Civic Association

4 Weiskopf Circle

Middletown, DE 19709

302-376-7955

Fax 302-376-7944

Dear Landscape Professional

Enclosed please find the Landscape specifications for your review. Please submit your proposal by printing this form and return by mail or fax.

Bid Deadline: Bids must be received by March 5, 2010.

Bid Documents: Consists of this bid form and the attached landscape maintenance specifications.

Professional and General Liability Insurance

Limits of liability shall be not less than one million dollars (\$1,000,000) per occurrence of personal injury suffered or alleged to have been Contractor shall file with THE ASSOCIATION evidence of professional liability and general liability insurance certifying coverage contained therein or, in the alternative, provide documentation of a self-insured program. Such insurance shall provide protection against professional and personal injury liability. The Certificate of Insurance shall identify the insurer and the Contractor, the type and amount of insurance, the location and operations to which the insurance applies, and the effective and expiration dates of

the policies of insurance. Further, the contractor shall advise THE ASSOCIATION of any changes of insurance company, coverage, limits of liability and notices of cancellation of insurance. suffered by reason of or in the course of operations under this contract, whether occurring by reason of acts of omissions of the contractor, or any subcontractor, or both. Such insurance shall be maintained throughout the term of this contract and may not be canceled without providing at least thirty (30) days advance notice of such cancellation to THE ASSOCIATION. All work will be performed in a professional like manner. Contractor will be responsible for any damages or losses suffered because of his operations on the property. This responsibility shall include, but not limited to, window glass, doors, hoses, motor vehicles, blacktop, trees and other plant stock.

Indemnification

The Contractor agrees to hold harmless and indemnify THE ASSOCIATION against any and all claims, suits, damages, costs, or legal expense as a result of bodily injury or property damage resulting from the negligence of the Contractor. All policies of insurance carried by the Contractor shall be written as primary policies, not contributing with and not in excess of insurance coverage which THE ASSOCIATION may carry.

License: The successful contractor shall be licensed to do business in the State of Delaware and in the town of Middletown and shall attach a copy of the licenses to the returned bid.

Site Inspection: The bidder is required to inspect the property with a member of the Association Board of Directors to become familiar with conditions prior to submission of a bid. The bidder must set a time with the Association for March 1, March 2 or March 3.

References: Three from current clients (preferably other Civic Associations or property management company clients) including address of property and contact person including a phone number.

The Legends Civic Association

Landscape Maintenance Bid Specifications

Scope of Work

Work shall include all labor, materials, equipment, supplies, and services required for the maintenance of the lawns, shrubs, trees and beds in the following locations in The Legends at Frog Hollow with the exception of mowing:

- Median on East Whittington Way
- Median on West Whittington Way
- Rotary on East Whittington Way
- Rotary on West Whittington Way
- Rotary on Casper Way
- Rotary on Sheehan Drive
- Entrance to The Villas of Augusta

Services included shall be as follows:

- Edging and trimming of lawn areas
- Trimming and pruning of plant material
- Maintaining shrub beds
- Applying fertilizers, insecticides, fungicides and herbicides
- Collecting and removing of debris
- Controlling weeds

General Instructions:

The Contractor shall follow accepted horticultural practices to keep the property attractive and clean in appearance and maintain all plant materials and lawns in a healthy and vigorous condition. All work shall be performed in a professional manner, using quality equipment, methods and materials.

Contractor's Performance Specifications

Care of Grass Areas

1. Areas will be thoroughly policed for trash and debris and that which is found will be removed on a regular basis.

2. Beds, islands, patios and curbs will be edged with a mechanical edger biweekly during the growing season or when appearance dictates.
3. Hard surfaced areas, for example: streets, curbs, and islands will be blown to remove grass clippings. Products from blowing and edging will be removed from the property and never blown onto beds.
4. Grass areas bordering mulched areas or beds will be edged by means chosen by the contractor, but in a manner to ensure uniformity of line and curve.
5. Trimming around trees, shrubs, other plants, signage, etc. will be accomplished without striking or otherwise causing damage either immediately or over a period of time.
6. Leaves not mulched by mowing by the Town of Middletown will be removed from the property.
7. Aerating and seeding
 - a) Grass areas will be aerated immediately preceding seeding. Aeration will occur one time in the fall.
 - b) Grass areas will be over-seeded with a mechanical seeder
 - c) Watering to encourage adequate germination will be the responsibility of the Association
8. Turf weed control, fertilization and liming applications will consist of the following:
 - a) Crabgrass pre-emergent herbicide
 - b) Broadleaf weed post-emergent herbicide
 - c) Insecticides
 - d) Micro nutrients
 - e) Fertilizer (to be applied at least twice during the season)
 - f) Lime (application rate to be determined by soil testing)

Care of Area Beds

1. Areas will be thoroughly policed for trash and debris and that which is found will be removed.
2. Areas will be maintained free of leaves during the fall and winter seasons in order to provide a neat and uniformly finished appearance.
3. Areas will be maintained free of weeds and grass by hand weeding and chemical spraying. All tree saplings (seedlings, volunteers) and vines will be removed, chemically killed or cut down to ground level.
4. Any shrubs and plants damaged or destroyed by chemical spraying will be replaced by the Contractor, without expense to the Association.
5. Triple processed hardwood mulch will be used in the beds.
6. Expansion joints in walks, decks, steps, etc., including their intersection with streets and other pavements, will be chemically treated to kill grass and weeds growing in them.

Care of Trees and Shrubs

1. Inspections will be conducted for signs of disease, fungus and insects/pests. Spraying or other appropriate action will be done immediately in an effort to restore each plant to proper health and growth.
2. Dead trees less than four (4) inches in caliper diameter at four (4) feet above finished grade will be cut and removed to one (1) inch below grade. Contractor will consult with the Association when the caliper diameter exceeds four (4) inches regarding action to be taken on the tree.
3. Dead limbs attached to main tree trunks will be cut when seen/reported.
4. Shrubs and trees below a height of ten (10) feet will be fertilized with the proper amount and mixture appropriate for the plant variety.
5. Shrubs will be trimmed twice a year (June and December).
6. Shrubs and trees will be pruned to maintain proper growth and shape.
7. Shrubs will be maintained at recommended mature height unless damaged or shorter than others of the same species in the immediate area or in the same hedgerow, if appropriate. In an immediate area, healthy shrubs of the same species will be maintained at the same height and shape.

Other

The Contractor should immediately notify the property manager if any person, unusual action or situation impedes or prevents the Contractor in the execution of this contract.

Payment to Contractor

Payments will be made to the Contractor by check or electronic transfer by the tenth (10th) day of the month (following the month in which services were provided. Work must be billed on a monthly invoice and must be received by the first day of the month following service.

Neglect and Vandalism

Trees, shrubs, turf and other plant materials that are severely damaged or killed due to the Contractor's operations, negligence or chemicals, shall be replaced at no expense to the Association. No charges will be made for damages beyond the

Contractor's control.

Cancellation

The Association reserves the right to cancel the contract by giving a 30-day written notice, if the service received should become unsatisfactory.

PROPOSAL

Description	Comments	Amount
Spring Clean up	Usually Done In March/April	
Mulch (per yard)	Per yard cost installed	
Weed Control	Monthly	
Pre Emergent	Done in March	
Post Emergent	Done in April	
Spring/Summer Fertilizer	Done in June	
Fall Fertilizer	Done in October	
Thatching, Aerate, Seed	Done in October	
Shrub Trimming	When Needed	
Tree Removal (per tree)	When Needed	
Tree Trimming (per tree)	When Needed	
TOTAL		

SUBMITTED BY:

Company Name: _____

Owner: _____

Address: _____

Telephone: _____ Email Address: _____

Date: _____

ACCEPTED By:

The Legends Civic Association _____

Date: _____