



CITY OF FOREST HILLS, TENNESSEE

**LANDSCAPE MAINTENANCE CONTRACT
BID SPECIFICATIONS**

Fiscal Year 2022-2023

Forest Hills City Government

Mayor Lanson J. Hyde, III
Vice Mayor Henry Trost
Commissioner James C. Gardner
City Manager Mark Hill

I. INVITATION TO BID

CITY OF FOREST HILLS, TENNESSEE
6300 Hillsboro Pike
Nashville, Tennessee 37215

The City of Forest Hills will receive sealed bids for the landscape maintenance of selected areas for a twelve (12) month period. At the City's option, the contract may be extended for two (2) additional one-year periods. Sealed bids, subject to the conditions contained herein, will be received at Forest Hills City Hall, 6300 Hillsboro Pike, Nashville, Tennessee 37215 until **10:00 AM CST on Tuesday, May 31st, 2022**, at which time and place all bids will be publicly opened and read aloud.

The work for which bids are submitted consists of furnishing all labor and materials for the landscape maintenance, mowing, and watering within areas designated in the specifications and on the attached map of the city. Landscape maintenance, mowing, and watering includes, but is not limited to, mowing, edging, leaf removal, weeding, disease, and insect control along with mulching, fertilization, pruning, mowing, annual flower planting, watering, and maintenance of irrigations systems.

Bid and contract documents can be obtained at the office of the City Manager, Forest Hills City Hall, 6300 Hillsboro Pike 615-372-8677, and can also be examined free of charge at the office or the City Website, www.cityofforesthills.com.

A certified check or bank draft, payable to the City of Forest Hills, or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Base Bid shall be submitted with each bid. The Bid Bond serves as a guaranty that if the Proposal is accepted, the Bidder will execute the Contract and file acceptable Performance and Labor & Materials Payment Bonds within ten (10) days after award of the Contract. Among other things, said Performance Bond shall provide that the Contractor will pay all subcontractors under him in said Contract.

The City of Forest Hills, hereinafter called the Owner, reserves the right to reject any and all Proposals and waive any formality or technicality in any Proposal in the interest of the Owner.

Bids may be held by the Owner for a period not to exceed thirty (30) days from the date of the Bid Opening for the purpose of reviewing the Bids and investigating the qualifications of the Bidder's prior to awarding the Contract.

II. INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS:** The term "Successful Bidder" means the most qualified, responsible Bidder to whom the City of Forest Hills (on the basis of evaluation as hereinafter provided) makes an award. The term "Owner" refers to the City of Forest Hills.
2. **COPIES OF BIDDING DOCUMENTS:** Bid and contract documents are available at the office of the City Manager, Forest Hills City Hall, 6300 Hillsboro Pike 615-372-8677, and can also be examined free of charge at the office or the City Website, www.cityofforesthills.com as stated in the Advertisement for Bids. Complete sets of Documents shall be used in preparing Bids; owner assumes no responsibility for misinterpretations or errors resulting from the use of incomplete sets of Documents.
3. **QUALIFICATIONS OF BIDDERS:** To demonstrate qualifications to perform the work, each bidder must be prepared to submit within five (5) days of the Owner's request the items listed below:
 - a. List of a minimum of five references.
 - b. Complete employee roster.
 - c. List of all professionals, specialists, managers, and supervisors employed by Contractor, who will work on the project. Any professionals with advanced degrees, certifications, or licenses should also submit a resume or CV.
 - d. List of any and all Subcontractors.
4. **BID CONTENTS:** In addition to any items listed elsewhere in these Documents, each Bid must contain the following:
 - a. Certificate of Insurance, naming the Owner as an additional insured, for \$500,000 (five hundred thousand) each in general liability and automobile liability.
 - b. Proof of Workmen's Compensation coverage in compliance with the laws of the State of Tennessee.
 - c. Proof of licensure to do business (Contractors License).
 - d. Proof of licensure as a Licensed Commercial Pesticide Applicator in the State of Tennessee.
 - e. Drug-free Workplace Affidavit –T.C.A. § 50-9-113 - Effective January 1, 2001, any contractor with five or more employees who provides construction services for the state, or any local government is required to submit an affidavit stating that the contractor has a drug free workplace program in compliance with the Tennessee Drug Free Workplace Act, T.C.A. §§ 50-9-101 through 50-9-113. The drug free workplace affidavit is to be submitted with this bid. This statute directs that no local government shall award any construction contract to a contractor who does not submit such an affidavit with its bid.
5. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** Before submitting a Bid, each Bidder shall examine the Contract Documents thoroughly and shall visit the site(s) of the proposed work to fully acquaint themselves with the conditions and difficulties attending the performance of the Contract. The Contractor shall be responsible for any damage to existing utilities and irrigation systems. Repairs shall be made at the expense of the Contractor in accordance with local codes. No additional compensation or relief from any obligations of the Contract will be granted because of lack of knowledge of the site(s) or the conditions under which the work will be accomplished.
6. **INTERPRETATIONS AND ADDENDA:** No oral interpretation will be made to any Bidder as to the

meaning of the specifications. Interpretations, if made, shall be written in the form of an addendum, and sent to all Bidders to whom documents have been issued.

7. **BID SECURITY:** Each proposal must be accompanied by a certified check or bank draft or bid bond in the amount equal to five percent (5%) of the total Base Bid. This guarantee shall be executed in favor of a guarantee to the Owner that the Bidder will execute the Agreement and furnish the Bonds required by the Contract Documents. The guaranteed deposits of unsuccessful Bidders will be returned as soon as practical after the bid opening.
8. **CONTRACT TIME:** This Contract is for a twelve (12) month period. At the option of the Owner, the contract may be extended for two (2) additional one-year periods.
9. **BID FORM:** The Bid Form is included in these Documents; additional copies may be obtained from City of Forest Hills or may be photocopied. Bid Forms must be completed in ink or by a word processor. The prices for work and the names and address of the Bidders shall be clear and legible. Signatures shall be in the space provided with the name printed or typed below.
10. **SUBMISSION OF BIDS:** Bids will be accepted at Forest Hills City Hall until **10:00 AM CST on Tuesday, May 31st, 2022.** Bids must be in an opaque, sealed envelope containing the following information on the outside, otherwise the bid will not be opened:
 - a. Name of Project: Landscape Maintenance for the City of Forest Hills.
 - b. Name of Bidder, contractor's license number and date of expiration.
 - c. Time and date of bid opening.

All Bids received prior to the time of the Bid Opening shall be securely kept until that time. No Bids will be accepted after the above stated time.

11. **OPENING OF BIDS:** Bids will be opened publicly and read aloud. A Bid Tabulation will be made available to Bidders. All Bids shall remain open for thirty (30) days after Opening, but the Owner may release any Bid and return the Bid Security prior to that date.
12. **AWARD OF CONTRACT:** The Owner reserves the right to accept any part, or all of any bid, and to reject any and all or parts of any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, or conditional Bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
13. **EXECUTION OF CONTRACT AND DELIVERY OF BONDS:** The successful Bidder shall, within seven (7) days after notice that his/her proposal has been accepted, enter into a contract and, upon request, deliver to the Owner acceptable Performance and Labor & Materials Bonds issued by an approved surety company satisfactory to the Owner. The Owner may, in lieu of a Performance Bond, choose to accept a letter of credit from the Bidder's financial institution.
14. **TERMS OF PAYMENT:** Payments will be made in monthly installments equal to one twelfth (1/12) of the total contract amount upon submittal of a statement documenting work completed and total man-hours involved for approval of the Owners representative.

III. BID FORM

Bid for Landscape Maintenance
City of Forest Hills
6300 Hillsboro Pike
Nashville, Tennessee 37215

Pursuant to, and in compliance with the advertisement for bids dated _____, 2022 and Instructions to Bidders and other documents related thereto, the undersigned, having familiarized themselves with the existing conditions on the sites and the conditions under which the work is to be done, hereby proposes to furnish all labor, materials, equipment, and services to perform all specified work for the above named project in strict accordance with the price(s) set forth on the accompanying bid form sheet attached hereto. It is hereby agreed that if this bid is accepted, all work called for shall be performed under the supervision of the bidder and by bidder's own employees or persons or subcontractors approved in advance by the City of Forest Hills.

If written notice of acceptance of this bid is mailed, faxed, or delivered to the undersigned within five (5) days after the opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the form specified and furnish the required bonds within ten (10) days after the prescribed forms are presented to the Contractor for signature.

TOTAL BID PRICE (in words) _____ (\$_____) Dollars. Security in the amount of (\$_____) in the form of five percent (5%) of the contract price as submitted herewith in accordance with the Instructions to Bidders.

The Bidder is a corporation/a partnership/an individual and the name of every person interested in this bid is as follows:

Notice of acceptance of this Bid shall be mailed to the undersigned at the following address:

By _____

Title _____

Address _____

Phone Number: _____

UNIT PRICE BID SHEET – LANDSCAPE MAINTENANCE CONTRACT

Please provide the following unit price rates for labor and materials:

	<u>LABOR</u>	<u>MATERIALS</u>
Per hour for weed control	\$ _____	\$ _____
Per hour for Fertilization of Lawn Areas	\$ _____	\$ _____
Per hour for Fertilization of Plant Materials	\$ _____	\$ _____
Per hour for Mulching	\$ _____	\$ _____
Per hour for Pruning	\$ _____	
Per cutting/mowing all turf areas (specifications included)	\$ _____	
Per hour leaf removal	\$ _____	
Per hour weed trimming	\$ _____	
Per hour grass cutting	\$ _____	
Per hour for installation of potted annuals	\$ _____	
Per hour - installation of bulbs	\$ _____	
Per hour – General Labor	\$ _____	
Per hour for Irrigation Tech	\$ _____	
Per hour – Watering w/ Truck	\$ _____	
Per hour – skilled operator with heavy equipment	\$ _____	
Per hour – small dump truck and driver	\$ _____	

The Contractor may from time to time be asked to perform work not included in this contract. Payment will be for labor at an hourly rate with materials upon receipt of invoice showing number of employees, hours worked, materials used, location of work and date of activity.

Contractor Name: _____

**IV. BID BOND
(5% of Bid)**

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Forest Hills as Owner in the sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this ____ day of 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Landscape Maintenance and Lawn Mowing Contract.

NOW, THEREFORE, if said Bid shall be rejected, or in the alternate, if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said Bid) and shall furnish a bond for this faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the date and year first set forth above.

Principal

Surety

VI. SPECIFICATIONS FOR LANDSCAPE MAINTENANCE

SCOPE OF WORK

The scope of work shall consist of the Landscape Maintenance for the City of Forest Hills within the areas identified as follows:

- AREA I **FOREST HILLS CITY HALL**
All landscaped areas of City Hall, including but not limited to, the gateway entrance at the street side and the lawn fronting Old Hickory Blvd.

- AREA II **SOUTH GATEWAY**
Southwest corner of Old Hickory Boulevard and Hillsboro Road.

- AREA III **NORTH GATEWAY**
Southeast corner of Harding Road and Hillsboro Road
Southwest corner of Harding Road and Hillsboro Road

- AREA IV **SECONDARY GATEWAYS**
1541 Harding Place
5141 Granny White Pike
1950 Chickering Lane (Intersection of Chickering and Old Hickory)
4419 Chickering Lane (Intersection of Chickering and Chickering)
2907 Tyne Boulevard (Intersection of Tyne and Lynnwood)
3913 Harding Place (Intersection of Harding and Beacon)

- AREA V **TRAFFIC ISLANDS**
Harding Place and Hillsboro Road

- AREA VI **BISON MEADOW**
Northwest corner of Tyne Boulevard and Hillsboro Road

- AREA VII **STREET TREES**
Hillsboro Road
Otter Creek along Bikeway

- AREA VIII **JOHN LOVELL BIKEWAY**
South side of Otter Creek from the east intersection of Robert E. Lee and Otter Creek to Priest Road
West side of Priest Road from Otter Creek to parking area

- AREA IX **CHICKERING/HILLSBORO ROAD**
Northwest and southwest corner of Chickering Lane and Hillsboro Road

- AREA X **RIGHTS OF WAY and City Owned Properties As determined by City Manager**
1902 Kingsbury Drive

VII. MAINTENANCE CATEGORIES

1. **WEED CONTROL.** It is the intent of this contract that the contractor will maintain all planted and designated lawn areas in a weed-free condition through the suggested use of:

- 1.1. Pre-emergent Herbicide ("Barricade" or equivalent), is to be applied to shrub, beds and tree saucers and ("Treflan" or equivalent) is to be applied to annual and bulb beds using manufacturer's recommended rate. Lawn areas are to be treated with appropriate pre-emergent prior to crabgrass germination, usually at the time of Forsythia bloom. Be sure to read labels carefully and apply at proper rates using safety precautions. All pre-emergent is to be incorporated into the soil or watered in using the time frame recommended by the manufacturer.

Schedule for shrub, annual, bulb beds, and tree saucers:

- (i) March application - be sure to apply BEFORE new growth begins or at time of Forsythia bloom; and
 - (ii) September application.
- 1.2. Post-emergent Herbicide ("Roundup" or equivalent) is to be applied in spray form to perennial weeds visible in mulched areas. Do not spray on windy days and avoid spray drifting to shrubs or ground cover as it will kill or injure any green vegetation it touches. Use "Vantage", "Poast" or equivalent where injury to plant material could not be avoided by using roundup in removing grasses from planted areas. A zone six (6) inches from the trunks of all street trees is to be maintained free of all plant growth. Make sure all suckers are removed prior to spraying at the base of trees. Do not spray the trunks of trees showing any green color. It is the responsibility of the contractor to avoid injury to plant material with herbicides. If plant injury is evident and it is the judgment of the Owners representative in consultation with University of Tennessee Agricultural Extension Specialist that the contractor is at fault, then the contractor will be held responsible for the replacement of the injured plant materials with the same size plant material.

Schedule: Three (3) applications: Early, mid and late summer. Specific time to be determined by the Owner or its representative dependent on weather conditions and weed growth.

- 1.3. Manual removal of weeds: The schedule for application of pre and post-emergent herbicides is designed to minimize manual removal of weeds except where the use of a post-emergent herbicide would cause injury. Remove weeds by their roots to prevent rapid return.

Schedule: As directed by the Owner or their representative.

2. **DISEASE AND INSECT CONTROL.** An Integrated Pest Management (IPM) approach to pest control that utilizes regular monitoring to determine if and when treatments are needed and employs physical, mechanical, cultural, biological, and educational tactics to keep pest numbers low enough to prevent intolerable damage or annoyance. It is the responsibility of the contractor to notify the owner when diseased plant material needs to be removed and on approval, it is the responsibility of the contractor to dispose of said diseased material. Least-toxic chemical controls are used as a last resort. It is imperative that regular inspection of plant material be done so that prompt identification of problems occurs, and correction can be accomplished before plants are injured.

- 2.1. The Contractor is responsible for inspecting plant material, including the success of the weed control, and reporting in writing the results of these inspections to the City of Forest Hills's

designated representative at regular intervals. Diagnosis and method of correction of any infestation will then be determined by the City of Forest Hills representative and the Contractor. The City of Forest Hills will inspect plant material ten (10) days after it has been treated for disease and/or pest and recommend retreating if necessary.

22. All chemical applications will be carried out under the direct supervision of a LICENSED PESTICIDE APPLICATOR as defined by the State of Tennessee Department of Agriculture.

3. **FERTILIZATION.**

31. Trees, shrubs, ground covers, lawns, annuals, and perennials shall be maintained in a healthy and vigorous condition by the use of proper fertilization practices.
32. All existing trees shall be fertilized each spring and fall (before March 15 and after leaf drop of deciduous trees) using Sta-Green Nursery Special (12-6-6), Howard Johnsons' (12-4-8) or equal at the rate of 1 pound per caliper inch (diameter to be measured at 4 feet above soil level for trees less than six (6) inches in diameter). Broadcast evenly to three (3) feet beyond canopy drip line of tree. Note: Any plants indicating a nutrient deficiency shall receive supplemental feeding in accordance with recommendations of a soil test performed by a recognized lab.
33. Shrubbery and ground cover fertilization is to be accomplished by using same fertilizers as for trees but using at the rate of 1 - 2 pounds per 100 square feet. Do not pile fertilizer close to stems of shrubs, but scatter granules evenly to several feet beyond shrub spread. Note: See procedure above for indicated nutrient deficiency of shrubbery and ground cover.
 - 33.1. Lawns fertilized in March and October with a balanced lawn fertilizer to include City Hall.
 - 33.2. Annuals to be fertilized only once with Osmocote 14-14-14 or equal at the time of planting and thoroughly incorporated into the soil at the recommended rate as part of the preparation of the beds.
 - 33.3. Perennials to be fertilized every March with Osmocote 14-14-14 or equal at the recommended rate according to manufacturer's directions.

4. **MULCHING.**

41. Mulch is to be maintained around plant material to preserve moisture, protect roots in freezing conditions, restrict weed growth, and simplify mowing. Mulch build-up is to be avoided. Do not allow mulch to come in direct contact with existing plant material. Mulched area should be sprayed for weed control before applying mulch.
42. Mulch is to be renewed each year as necessary to maintain a three (3) inch depth. Mulch shall consist of pine straw. Mulch in shrub beds shall extend one (1) foot beyond tips of plants. Surplus existing mulch will be used in other locations as desired by the City of Forest Hills if mulch removal is necessary.
 - 42.1. Schedule: (i) May mulch, (ii) November mulch touch-up.

5. **EDGING.**

51. Edging plant beds and tree saucers to be done to maintain neat appearances throughout growing season. Be careful not to cut irrigation leaders during edging work. Contractor will be responsible for repairs if necessary.
52. Schedule:
 - 5.2.1. June edging - to be done when ground is not wet and workable and in accordance with November mulch touch-up.
 - 5.2.2. July edging.
 - 5.2.3. September edging.
 - 5.2.4. November edging after leaf removal and mulch touch-up.
6. **TREE WRAP AND STAKE REMOVAL.**
 61. Tree tape around trunks of newly planted trees to be removed after one (1) year.
 62. Tree stakes and wires also to be removed from newly planted trees after one (1) year.
7. **PRUNING.** All trees, shrubs, and ground covers are to be pruned as instructed by the City Manager or representative for desired form, health, and maximum growth by removal of dead and diseased or rubbing wood. The Contractor shall be responsible for the pruning of trees that can be reached by a typical pole pruner, i.e. twelve (12) feet in height.
 71. Spring flowering shrubs are to be pruned after flowering by removing one-third of the canes to within six (6) inches of the ground, i.e., Forsythia, to retain their natural growth habit of the plant material.
 72. Summer flowering shrubs (Dwarf Crepe Myrtle, Anna Belle Hydrangea) to be pruned to approximately twenty-four (24) inches on or about March 15.
 73. All Evergreen Trees (Pines, Juniper, and American Hollies) are to be pruned in such a manner as to prevent excessive damage from ice and snow and should include both height and width factors.
 74. Chinese Hollies, Barberry, Burning Bush, Laurel, and Yews are to be pruned as follows: Burning Bush, Laurels, and Barberries: Before Spring growth occurs. Chinese Hollies and Yews: Mid-July to control height and uniformity.
 75. Tree-form Crepe Myrtles should be pruned on or about March 15, or at the direction of the City Manager in consultation with the City Arborist or Landscape Architect, by removing approximately one-third of the previous year's growth. Suckers should be removed as needed (approximately three (3) times) throughout the summer season.
 76. Ground cover: junipers shall be confined to their bed, curb, or sidewalk line. Liriope shall have the previous year's growth removed prior to the emergence of new growth (usually late February or early March). Wintercreeper Euonymus shall be clipped at 12" in height. A string trimmer, hedge shears or like equipment may be used on the Euonymus.

77. Ornamental Grasses: Previous year's growth to be removed to ground on or about March 15 before new growth commences.
78. Daylilies: Old flower stalks (scapes) to be removed on or about September 1, or when dry.
79. NOTE: Crabapples are to be pruned in a manner to support fruiting. Remove excess fruit to prevent the bending and breaking of branches. Remove all suckers from the base of the tree mechanically to a level below the mulch.
- 7.10. NOTE: Contractor shall be aware of the condition of all plant material. Any dead, damaged, or diseased plant material shall be reported IMMEDIATELY to the Owner who will then determine and direct the method of correction. The Contractor will then be responsible for the removal and disposal of all trimmings and of damaged or dead plant material.
- 7.11. Pruning in Area VI (Bison Meadow) to be performed at instruction of City Manager and under supervision of Landscape Architect or City Arborist.

8. **PLANTING / REPLACEMENT OF BULBS AND ANNUALS.**

- 8.1. Bulbs, annuals, and/or perennials will be planted at Forest Hills City Hall, and at other locations as directed by City Manager in consultation with Landscape Architect or City Arborist.
- 8.2. Owner will provide thirty (30) days' notice for installation and/or removal of bulbs, annuals, and/or perennials.

NOTE: Owner will supply bulbs, annuals, and/or perennials with an option to purchase contractor supplied material. Installation and/or removal to be done at once and will occur three (3) times per year.

9. **WATERING (MANUAL LABOR).** All locations that are not irrigated shall be hand watered as needed or directed by the City's representatives during the growing season. Contractor shall provide the water tank truck and water. Generally, minimum water requirements are 1" per week when no rain has occurred.
10. **MAINTENANCE AND REPAIR OF IRRIGATION SYSTEMS.** The following locations have an irrigation system installed: Forest Hills City Hall, South Gateway, Bison Meadows, and as added by Owner. Documentation of spring activation and fall winterization of the irrigation systems shall be provided to Owner and include locations worked and date work was completed. Any repairs needed must also be documented by location and Owner notified immediately.

VIII. SPECIFICATIONS FOR LAWN MOWING & TRIMMING SERVICES

1. Pick up trash at all locations prior to each mowing.
2. Grass shall be cut, and planted areas shall be trimmed weekly at the following locations:
 - 2.1 Lawn at City Hall.
 - 2.2 Bison Meadow.
 - 2.3 John Lovell Bikeway.
3. All other areas will generally be mowed and trimmed on a bi-weekly basis according to a schedule developed in consultation with the City Manager.
4. All work will be performed under the supervision of the City Manager or their designee.
5. References: A minimum of four (4) commercial clients with whom you or your company has held contracts for work similar in scope, during the past four (4) years, in descending chronological order. Please provide the name and phone number of the contact person.
6. Weekly mowing and trimming traditionally begins around Easter and extend until Halloween. This contract includes thirty-one (31) weekly and seven (7) monthly mowing and trimming times. If additional mowing is needed beyond the contracted amount, they shall be billed at the per hour rate for mowing and trimming. Occasionally, during periods of extreme drought, the grass will not be mowed or will be mowed with the blades set higher. Mowing dates may be deferred or cancelled at the Owner's discretion depending on conditions.
7. Contractors must provide a supervisor to coordinate and monitor their personnel at all times they are working in the City, that crew members and supervisors must at all times exercise caution, use safety equipment and be properly attired for working in the City's residential areas.

IX. FORM OF CONTRACT ONLY

Landscape Maintenance and Lawn Mowing Contract

This contract, entered into this 1st day of July 2022, by and between the City of Forest Hills, a Municipality existing under the laws of the State of Tennessee, at Nashville, Tennessee, hereinafter called the “Owner”, and _____, a corporation existing under the laws of the State of Tennessee, hereinafter called the “Contractor.”

IN CONSIDERATION of the mutual covenants existing between the parties, and the further consideration specifically set forth herein, the parties agree as follows:

1. **Contract Time.** This Contract is for a twelve (12) month period beginning July 1st, 2022 and ending June 30th, 2023. At the option of the Owner, the contract may be extended for two (2) additional one-year periods.
2. **Statement of Work.** The Contractor shall furnish all materials, labor, equipment, and services and shall perform all work for the property maintenance and/or improvement for the City of Forest Hills in strict accordance with the specifications dated _____. The Owner has a right to cancel this contract on thirty (30) days written notice for failure of bidder to properly perform the duties herein.
3. **The Contract Price.** The Owner shall pay the Contractor for the satisfactory performance of the work called for under this contract, in current funds, subject to additions and deductions, as proved in the statement for the unit prices, and as hereinafter stated, the sum of _____ (\$ _____), final amount to be determined by the total work performed at the itemized unit prices bid.
4. **Terms of Payment.** Payments for the regular landscape maintenance and mowing will be made in monthly installments equal to one twelfth (1/12) of the total contract amount in accordance with the City’s established payment method for contractors and vendors. Contractor shall submit invoices documenting work completed and total man hours involved for approval by the Owner’s representative. Invoices for extra work shall be paid in the same manner and must include a description of work completed, dates, location, materials used, number of workers and total man-hours.
5. This written instrument and the other documents set forth in this article and attached hereto, and which are made a part hereof as fully as if they were set forth herein, embody the entire contract between the parties. In the event that the provisions of any of the component part first enumerated in this contract conflict, the provision in the component part first enumerated in this article shall govern, except those addenda shall take precedence over the original construction documents, as shall applicable standard details required by the Municipality or as otherwise stated.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate in the State of Tennessee on the day and year first above written.

CITY OF FOREST HILLS

CONTRACTOR

By: City Manager

By: Contractor