

# SPECIFICATION MANUAL

## LANDSCAPING

**Property:** South Street Family, LLC & South Street Senior, LLC (aka “Foundry Square”)

**Bid Deadline:** November 8, 2024

**Contract Term:** January 1, 2025 – December 31, 2025

**Address:** 110 W South Street, Frederick, MD 21701

**Property Description:** Intergenerational apartment community with 96 senior units & 56 family units, management offices, childcare center, and common spaces.

**Bid Contact Name:** Director of Physical Services, Steve Frizzell

**Email:** sfrizzell@hacfrederick.org and cc: sau@hacfrederick.org

**Phone:** (o) 301-662-8173 ext. 1121 or (m) 301-606-6942

### 1. NOTICE TO BIDDER

The Property is seeking proposals for the following:

#### 1.1 Scope of Work

The Contractor shall provide all labor, materials, and equipment necessary to fulfill the contract, in accordance with the Technical Specifications.

#### 1.2 Submission of Proposals

- Proposals must be completed using the Bid Form which must be filled out in its entirety and signed by an authorized representative of the bidding company.
- Proposals must be concise and accurate. No oral bids or modifications will be accepted.
- Proposals must be submitted via email to the Bid Contact no later than the bid deadline.
- Bidders are responsible for visiting the site to familiarize themselves with existing conditions before submitting a proposal.

#### 1.3 Access to Site

Bidders may reach out to the Bid Contact to arrange site visits during regular business hours (Monday through Friday, 8:00 a.m. – 4:30 p.m.).

#### 1.4 Site Map

Please see attached site map for defined service areas.

#### 1.5 Evaluation Criteria and Award

The contract will be awarded based on the best overall value and adherence to the specifications outlined in this document. The Property reserves the right to accept or reject any or all bids.

### 2. GENERAL CONDITIONS

#### 2.1 Contractor Qualifications

The Contractor must demonstrate the capability to fulfill the requirements of this contract. Evidence of competence and the ability to manage the necessary personnel and equipment must be provided. Contractor and subcontractors shall be licensed and/or certified in the State of Maryland in areas applicable to all required work within the contract. The Contractor must submit employee background information as required.

## **2.2 Indemnification**

The Contractor shall indemnify and hold harmless the Property, its agents, and employees from any liability arising from injury, damage, or loss caused by the Contractor's actions.

## **2.3 Damages**

The Contractor is responsible for repairing any damages to the Property caused by their personnel or equipment. The Property must be notified immediately of any damage, and all repairs must be carried out by licensed professionals.

## **2.4 Workmanship**

All services provided must meet industry standards of quality and be performed in a workmanlike manner.

## **2.5 Contract Payments**

Contractor must submit invoices of the work performed within 30 days of providing the service. Payments will be made within 30 days of receipt of acceptable invoices and associated documentation in accordance with the contract. Payment will be withheld until any performance issues are resolved.

## **2.6 Change Orders and Scope Modifications**

Any modifications to the scope of work must be pre-approved in writing by the Bid Contact.

## **2.7 Insurance Requirements**

**A.** Prior to commencing work, the Contractor and each subcontractor shall furnish Certificates of Insurance showing the following insurance is in force and will insure all operations under the Contract;

- 1) **Workers' Compensation and Employer's Liability.** Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes.
- 2) **Commercial General Liability** with a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property or others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five (5) years following the completion date of the Contract.
- 3) **Automobile Liability** on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence.

**B. All insurance** shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Property. All Certificates of Insurance,

as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least thirty (30) days prior written notice has been given to the Property.

## **2.8 Force Majeure**

Neither party shall be held liable for delays or failure to perform due to events beyond their control, including natural disasters, pandemics, or other unforeseen events. In such cases, notification must be made as soon as possible.

## **2.9 Termination for Cause or Convenience**

The Property may terminate the contract for cause, including failure to meet service expectations, poor reviews, or safety violations. The Contractor will have 10 business days to rectify any issues. The Property also reserves the right to terminate the contract for convenience with written notice.

## **2.10 Dispute Resolution**

Disputes shall first be attempted to be resolved through mediation. If mediation fails, binding arbitration will be conducted in Frederick County, Maryland.

## **2.11 Safety and Environmental Compliance**

The Contractor must comply with all applicable safety and environmental regulations.

## **2.12 Liability for Subcontractors**

Subcontractors must be pre-approved by the Property in writing and must maintain the same insurance and liability coverage as the primary Contractor.

# **3. TECHNICAL SPECIFICATIONS**

## **3.1 Mowing**

Mowing must be performed as needed during the growing season. Grass must be cut to a height of 2 ½ to 3 ½ inches. Clippings must be bagged near buildings and raked from all lawn areas. Excessive clippings should be removed.

## **3.2 Trimming and Edging**

Grass near sidewalks, curbs, and flower beds must be trimmed and edged as needed. Edging must be performed with a steel blade edger as needed. Trimming should be completed as needed.

## **3.3 Turf Fertilization**

The contractor must fertilize lawns in the Spring and Fall using slow-release high-nitrogen fertilizers in conjunction with broadleaf weed control. Contractor is responsible for determining the most effective time for chemical applications and must notify Foundry Square of all applications.

## **3.4 Mulching**

Mulch must be applied in two phases: April 15–30 and August 20–September 10. Pre-emergent weed control must be applied before adding new mulch, and old mulch should be removed during the first application. Mulch must be of good quality and rich brown color, applied at a depth of 3 inches.

## **3.5 Pruning Shrubs**

All shrubs shall be pruned as needed to retain their natural shape and prevent interference with pedestrian traffic.

### **3.6 Policing of Grounds**

Grounds, including parking areas and flower beds, must be policed for trash and debris during each mowing. Large bulk items such as mattresses or TVs are not the responsibility of the contractor.

### **3.7 Chemical Use**

The contractor must comply with all state regulations regarding chemical use, including the proper application of fertilizers and weed control products. Licenses and application logs must be provided upon request.

### **3.8 Work Hours**

- Contractor is permitted to work between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday.
- Contractor must give Property Manager written notice 2 business days prior to using any chemicals on the property.
- If a scheduled service day falls on a holiday, the service must be completed the day before or the day after the holiday.

# BID FORM LANDSCAPING

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## Bidder Information:

- Company Name: \_\_\_\_\_
- Contact Person: \_\_\_\_\_
- Business Address: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
- Email Address: \_\_\_\_\_
- Years in Business: \_\_\_\_\_

The Bidder, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specification Manual hereby proposes to furnish all labor, materials, equipment, and services as follows:

- **Mowing:**
  - Number of services per year: \_\_\_\_\_
  - Cost per service: \$ \_\_\_\_\_
- **Trimming and Edging:**
  - Number of services per year: \_\_\_\_\_
  - Cost per service: \$ \_\_\_\_\_
- **Pruning Shrubs:**
  - Number of services per year: \_\_\_\_\_
  - Cost per service: \$ \_\_\_\_\_
- **Turf Fertilization (Spring & Fall):**
  - Number of services per year: 2

○ Cost per service: \$ \_\_\_\_\_

• **Mulching (Spring & Fall):**

○ Number of services per year: 2

○ Cost per service: \$ \_\_\_\_\_

**Total Annual Charge (12 months): \$ \_\_\_\_\_**

## BIDDER QUALIFICATIONS

All bidders must provide evidence of their experience in handling similar contracts, including references for projects with a similar scope of work. The bidder must also demonstrate that they are licensed and capable of fulfilling the contract. Upon request, bidders must submit employee information for background checks.

1. **Years of experience in similar contracts:** \_\_\_\_\_

2. **References for projects with a similar scope of work (please provide at least three):**

○ **Reference 1:**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

○ **Reference 2:**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

○ **Reference 3:**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

3. **Licensure:**

○ License Number: \_\_\_\_\_

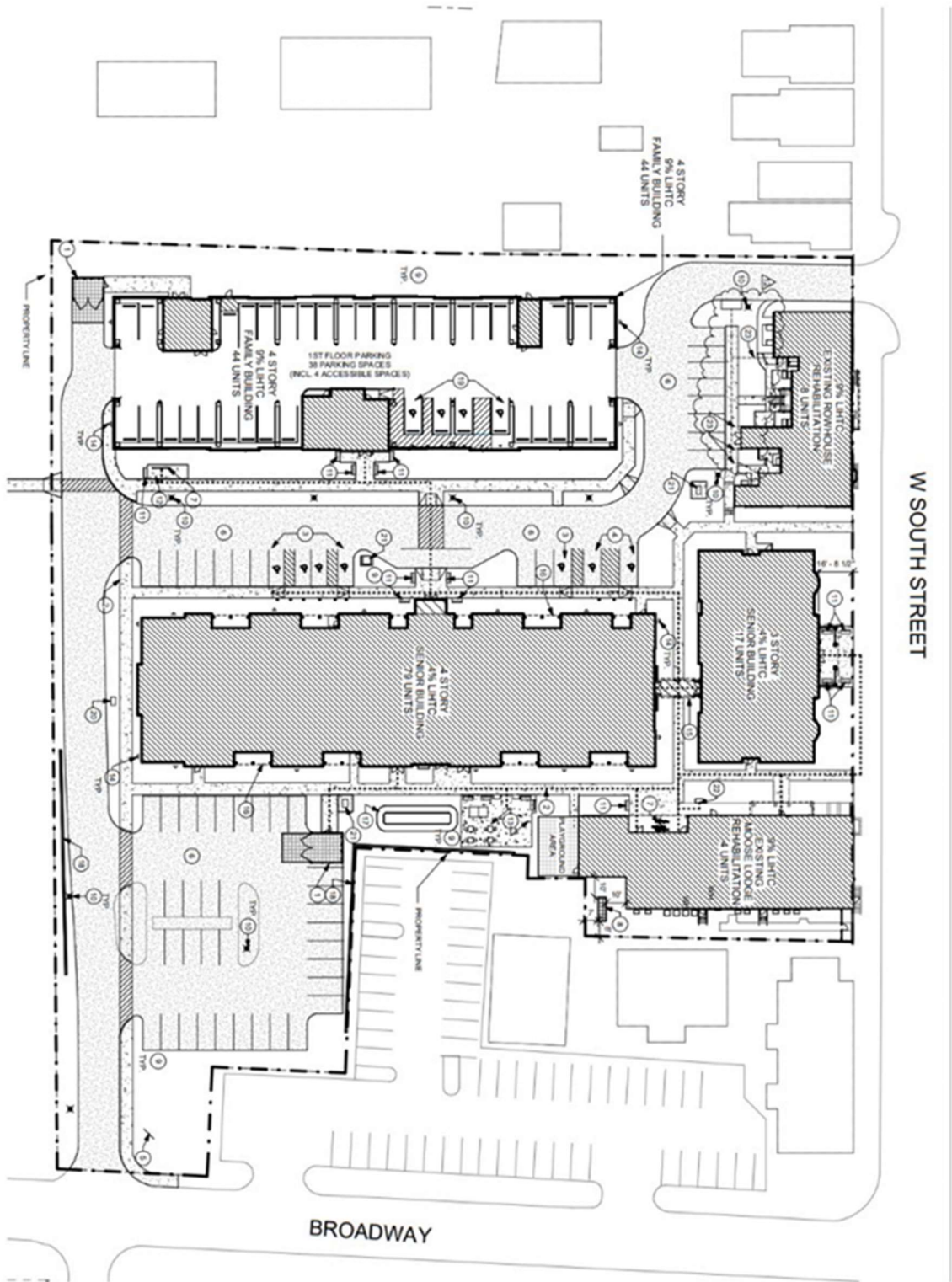
○ Issuing State: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

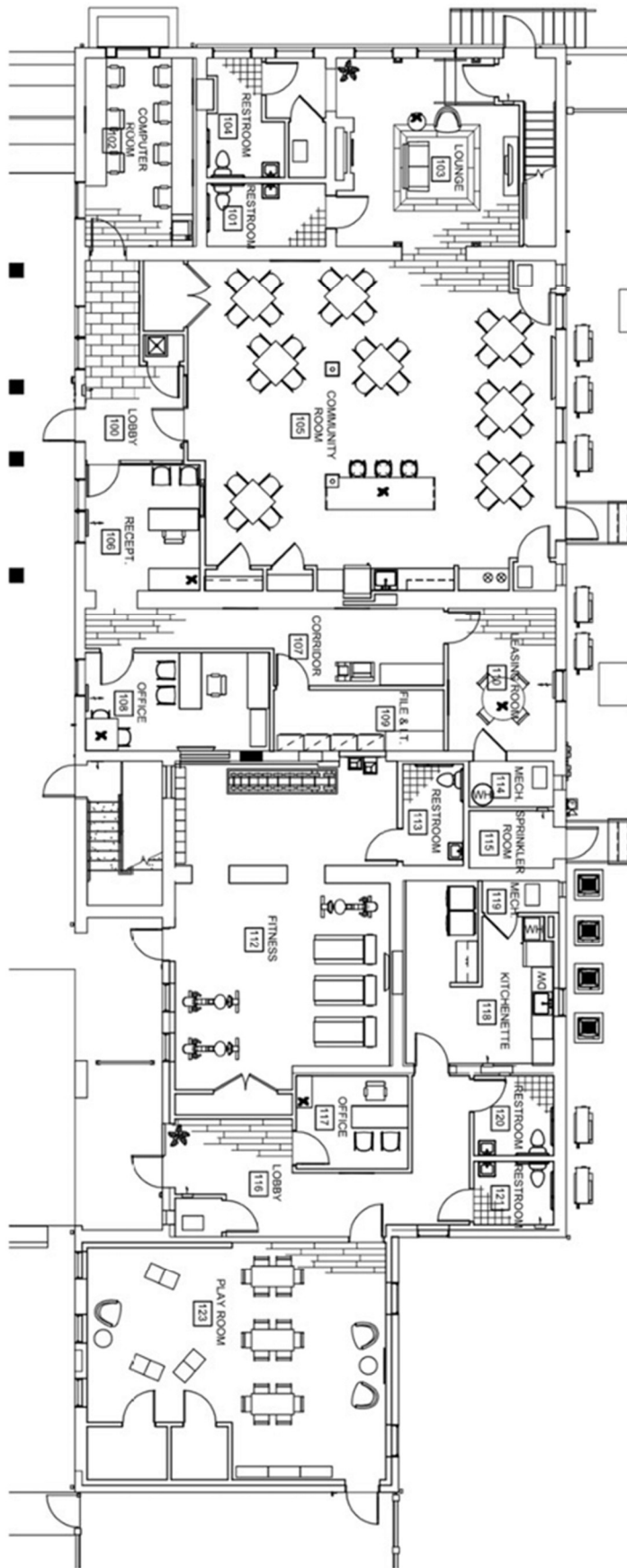
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# Foundry Square—Site Plan

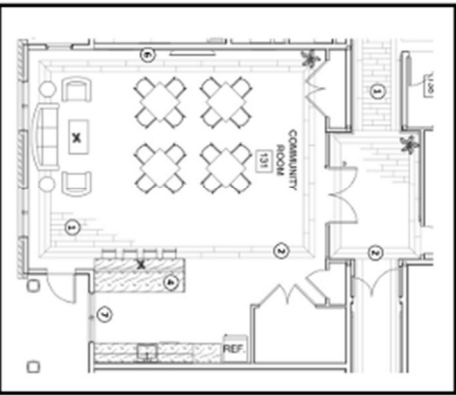
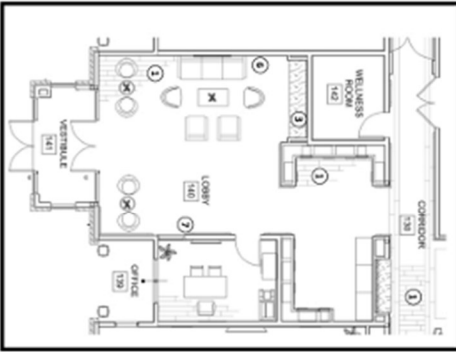
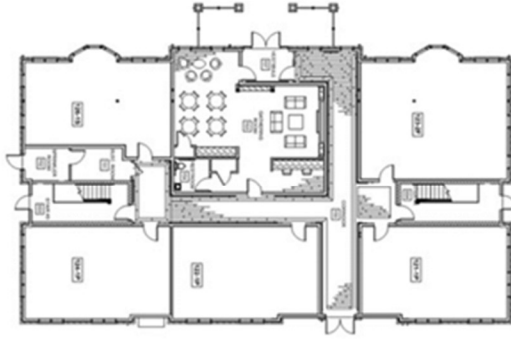
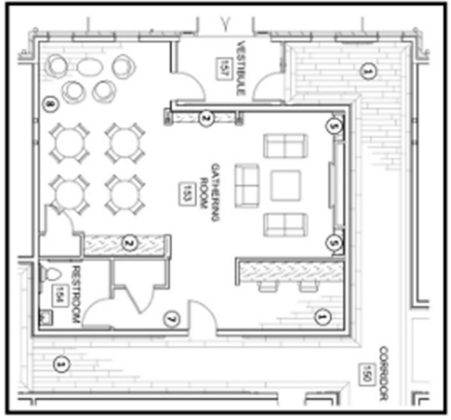




# Foundry Square—Moose Lodge Common Spaces



**Foundry Square—Senior Buildings (3 & 4 story bldgs. w/brezeway connection)**



**Foundry Square—Family Building (3 stories & podium parking)**

