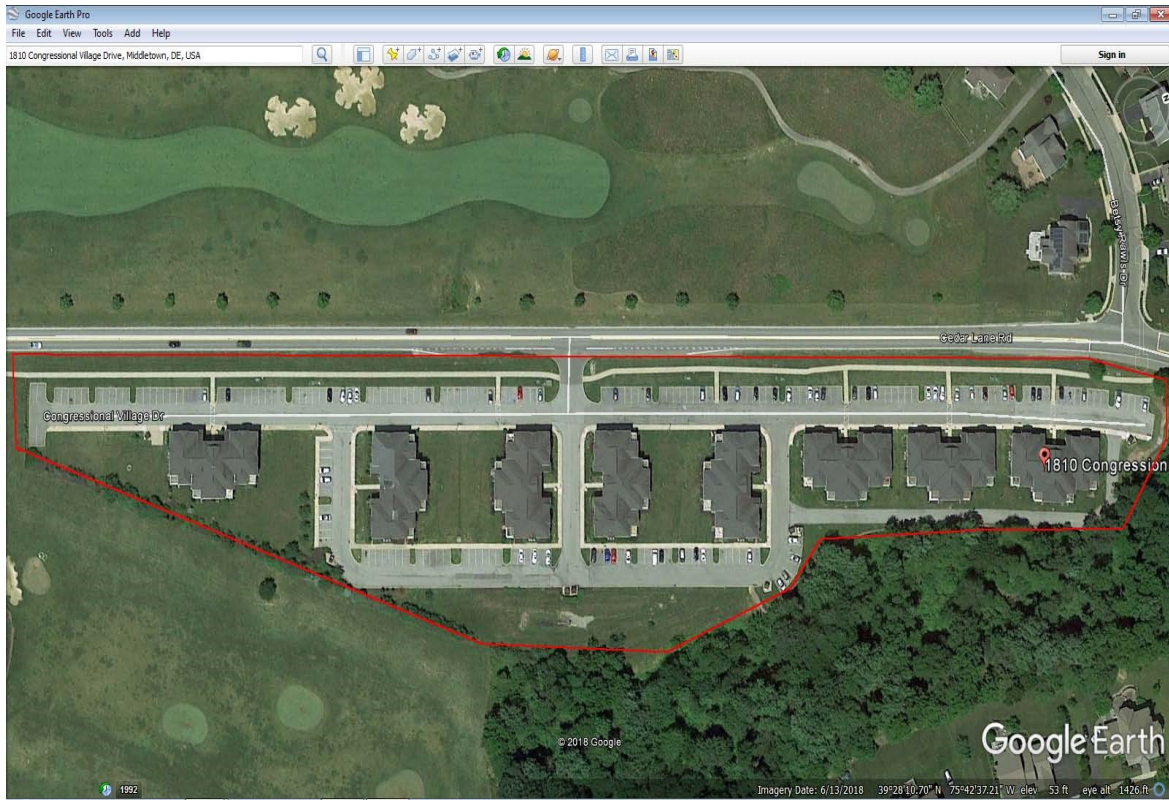


Congressional Village at the Legends Condo Association 2023 Landscaping Request for Proposals



PROPERTY DESCRIPTION:

Congressional Village, located on Congressional Village Drive Middletown, Delaware, is a condominium association containing a total of 96 units.

GENERAL STANDARDS:

The contractor shall be familiar with the project premises and how the existing conditions will affect his or her work during the horticultural service phases of this agreement.

Throughout the term of the Agreement, the contractor shall maintain at his or her sole expense Comprehensive General Liability insurance with a minimum coverage of one million dollars, and automobile liability coverage covering his activities on the project premises. Contractor shall furnish a copy of his/her license with a certificate of insurance listing the association as the additional insured. The contractor shall also maintain at his or her sole expense the applicable statutory required limit of worker's compensation insurance coverage.

Upon request, the Contractor will be required to submit to the Management Company "General Inspection Reports" whereby the Association Common areas inclusive of Storm Water Management areas are inspected for overall appearance, current and future maintenance needs, and immediate deficiencies.

In an effort to maintain the highest possible standards to enhance community life, we are looking for Contractors that will view our communities as their own.

SCOPE:

Furnish all labor, equipment and materials necessary to complete the maintenance of turf and plantings, as specified herein. **All bids must contain detailed itemization of services to match that of the RFP. Upon approval of a contract, the Contractor shall sign and date "Exhibit B" agreeing to the terms of this Request for Proposal.**

TURF MAINTENANCE:

All common areas mowed on a weekly basis (where and when practical) to be consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth. Turf Inspections shall be performed by the contractor. **Per cut proposals will not be accepted**, the turf must be maintained as described above regardless of duration of the maintenance season.

WEED CONTROL-COMMON AREA PLANTING BEDS:

Post-emergent weeds shall be removed at the contractor's discretion on a per visit basis.

EDGING:

- The landscape contractor shall edge all common areas such as sidewalks, steppingstones, pavers and border area on a bi-weekly basis.
- Common Area planting bed edges are to be re-established (2) twice per year MECHANICALLY to a depth of 2-3", with each seasonal rotation when applicable.
- Prior to installation of mulch all weeds will be removed.

SHRUB AND FLOWER BED MAINTENANCE:

- Maintenance will consist of weed control, fertilization, pruning, disease and insect/pest control, and any other procedure consistent with good horticultural practices necessary to ensure normal, vigorous, and healthy growth of shrub plantings, trees and weed-free bedding areas.
- **Contractor will provide a supplemental per hour cost associated with watering and proper hydration of the seasonal flowers as necessary.**

MULCHING:

The landscape maintenance contractor will furnish mulch material as noted in Exhibit A. If mulch removal is required for the health of the trees, shrubs or plants, **such removal will be included in the contract.**

CRACK AND CREVICE CONTROL:

All common area sidewalks and gutter pans shall be treated (4) times per year.

STORMWATER MANAGEMENT FACILITIES (2):

Both SWM facilities to be mowed/maintained on the same schedule as the turf. Inlets and outfalls of both facilities are to be kept weed/vegetation free throughout the season.

AERATION AND OVERSEED:

(1x) Fall Aeration and Overseed of all Common Area Turf.

FERTILIZATION:

All established common turf areas shall be fertilized five (5) times yearly:

DISEASE AND INSECT PEST CONTROL:

All turf areas shall be inspected by the Contractor for signs of development of any pathogens and insects that might adversely affect the growth and normal development of the common areas, to include but not limited to turf and trees. Immediately upon finding any such problems, the landscape maintenance contractor shall contact the Management Company with a recommendation for corrective action. The recommendation will include a proposed cost of correction/remediation. All pesticides shall be used by or under the direct supervision of a licensed pesticide applicator.

PRUNING AND TREE TRIMMING:

- Shrubs shall be neatly pruned and/or clipped to preserve the natural character and in a manner appropriate for each plant (4) times per year, as needed.
- **Common Area street trees AND Tree branches along the retaining wall fence behind 1810-1830 shall be trimmed/elevated to a safe height of 6' to 8' (1) time per year.**
- If broken branches and/or bruised limbs are noticed the Contractor shall inform the Management Company while on site for a directive.

SPRING AND FALL CLEAN-UP:

(1) time in the spring and (1) time in the fall, the community is to be inspected for excess fallen brush/foilage and debris along curbing that may need to be removed. After which, a subsequent service will be set to remove any and all brush, foliage and/or debris.

TRASH:

The Landscaping Contractor will be responsible for all trash/debris removal within the serviced areas on a per visit basis. This includes but is not limited to the Storm Water Management Facilities, common area trash receptacles and pet waste stations where applicable.

RENEWAL OPTION:

Contract must include an option to renew for an additional (2) two years at the conclusion of the term. Extension addendum payment terms must be specified.

CONTRACTOR RESPONSE:

The Landscaping Contractor and Property Manager must respond within (72) hours of contact by either party.

TERMINATION CLAUSE:

Either party may terminate services for any reason, with (30) days written notice provided via First-Class Postage.

ADDITIONAL SERVICES:

- All additional services requested in "Exhibit A" must be included in the proposal.
- If seasonal flower rotation is requested, Contractor shall bid on enough flowers to fill each common area bed.

CONSIDERATION OF CONTRACT:

For any proposal to be considered, the following items must be submitted with the proposal:

- The Contractor must sign and date "Exhibit B" agreeing to the terms of this Request for Proposal.
- Supplemental Services cost sheet outlining the expense of standard services not covered in this request.

We thank you for your interest. If you have any questions or wish to schedule a time to inspect the community, please contact me.

Sincerely,

Joe Cline
Aspen Property Management
410.620.2598 x4004
jccline@aspenpropertymgmt.com

EXHIBIT "A"

- MULCH COLOR/TYPE
 - BROWN
 - DOUBLE OR TRIPLE SHREDDED
- (5) TIMES FERTILIZATION
- (1X) AERATION AND OVERSEED

Date

Director/Officer or Landscape Committee Chair

EXHIBIT "B"
AGREEMENT OF TERMS

I, _____, as representative for _____,
hereby agree to the terms of this Request for Proposal. As such, failure to adhere to these terms
can and will be deemed as a breach of contract. This agreement supersedes any other contract
between both parties.

Board of Directors or Authorized Agent

Landscape Contractor

Date

Date