

March 26, 2026

ADDENDUM NO. 1

**BID NO. 27-04
LANDSCAPING MAINTENANCE**

To all holders of the specifications, the following corrections are hereby made. All other items shall remain unchanged. This addendum shall become part of the Contract Documents for the above referenced project.

Acknowledgement of Addendum

Name: _____

Company: _____

Date: _____

Signature: _____

Included with this addendum is an updated bid package to replace the previous one originally posted with the advertisement of this project. The update bid package contains the following changes:

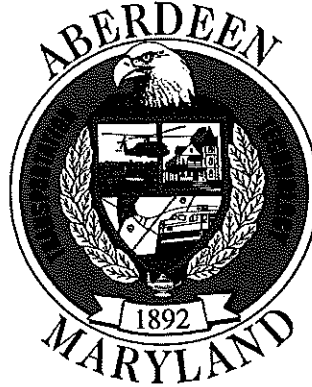
- Clarification of Bid Bond Requirement. (Check or Bond in amount of 5%)
- Defined Contract Year dates. (April 1st to March 31st)

Upon opening of this bid on April 9th, 2026, the recommendation for award will be made to the City Council at their April 13th meeting. The City intends to give the notice to proceed immediately afterward so the first contract year will start then. Each following contract year term will begin April 1st and end March 31st. This will allow for spring landscaping activities to take place at a more appropriate time.

Other topics discussed at the pre-bid meeting held 3-26-26:

- Contractor is responsible for obtaining all necessary permits for work on State Roads.
- Contractor is responsible for estimating square footage for areas in Exhibit C.
- Exhibit C, Item 4 – City Hall shows 2 planters when there are in fact 3.

THE CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS
ABERDEEN, MARYLAND



REQUEST FOR BID:
LANDSCAPE MAINTENANCE

BID NO. 27-04

BID DUE DATE: **APRIL 9, 2026**

BIDS RECEIVED AFTER 1 PM
WILL BE RETURNED UNOPENED

SUBMIT BID TO:
CITY OF ABERDEEN
60 N. PARKE ST.
ABERDEEN, MD 21001

QUESTIONS CONCERNING THIS INVITATION FOR BID ARE
DIRECTED TO: SHAWN BROGAN, PROCUREMENT OFFICER
410-272-1600 EXT 223, FAX NO. 410-272-8163

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INVITATION TO BID

The City of Aberdeen will receive sealed bids for landscape maintenance within the City Limits.

Specifications and Bid Forms are available electronically by signing up for updates on the City of Aberdeen website at <https://www.aberdeenmd.gov/bids> .

All bids must be sealed and plainly marked "**27-04 LANDSCAPE MAINTENANCE**" and be delivered to the City Office, 60 N. Parke St., Aberdeen, Maryland 21001, no later than **APRIL 9, 2026, at 1:00pm** local time.

No announcement of award, if any, will be made until the Bids have been evaluated by the City. Notice-of-Award, if any, will be given to the successful Bidder in writing. The City of Aberdeen reserves the right to reject any or all Bids and to make an award, if any, that in their opinion will best suit the needs of the City of Aberdeen.

All Bids shall be submitted (typed or written in ink) on the enclosed Bid Forms. Bids made on any other than the enclosed Bid Form will not be considered. Changes in phraseology, attachments, additions or limiting provisions will render the Bid informal and may cause its rejection.

While cost is a contributing factor to be evaluated, the lowest bid may not be the basis for award. Qualified bids shall be evaluated using the Bid Evaluation Matrix provided as part of the 27-04 Bid Package.

The lowest responsible Bidder shall be the basis of award. If the bidder to whom an award is made shall fail to execute the contract within thirty (30) calendar days from notice-of- award, the award may be annulled and the contract awarded to the second lowest responsible Bidder and such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made or the City of Aberdeen may reject any or all bids as its' interest may require.

Any award to the successful bidder is at the discretion of the City and shall be awarded based on funds available. If the successful Bidder shall fail to execute the contract within thirty (30) calendar days from Notice-Of-Award, the award may be annulled, and the contract awarded to the second lowest responsible Bidder and such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made, or the City of Aberdeen may reject any or all Bids as its interest may require.

A pre-bid meeting is scheduled for **MARCH 26, 2026, at 1:00PM** local time, at 60 North Parke Street, Aberdeen, Maryland. Bidders are expected to examine the Invitation to Bid, Specifications, and the Bid Form carefully. The pre-bid meeting is not mandatory. In case doubt shall arise as to the meaning or intent of anything in the Invitation to Bid, the Specifications or the Bid Form, inquiry should be made to Shawn Brogan, Procurement Officer, at sbrogan@aberdeenmd.gov, no later than **APRIL 2, 2026, at 4:00PM** local time.

Bidders should take note of general provisions regarding Contract completion date, and Liquidated Damages. Also, the special provision regarding the cost for City inspection services for other than normal work hours.

A performance bond and a payment bond in the amount of 100% of the contract price and certificate of insurance from the Bidder's insurance carrier and a W-9 are required within ten (10) calendar days from the time of notice-of-award.

A bid bond or a certified check in the amount of five (5%) percent of the Bid amount is required with the submission of a Bid. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three (3) lowest responsible Bidders. The bonds of the two remaining lowest responsible Bidders will be retained until the payment and performance bonds have been provided and approved and the Contract Agreement executed, after which the bid bonds will be returned.

Shortly after the Bid is awarded, a pre-construction meeting will be held with the successful Bidder, at which point a Notice to Proceed, and schedule will be established.

City of Aberdeen
Department of Public Works

GENERAL PROVISIONS

1. SCOPE OF WORK

- 1.1. The landscape contractor shall provide all materials, labor, and equipment required to complete all landscape maintenance work as specified in the contract
- 1.2. It is recommended that the landscape contractor have Landscape Industry Certified Technicians—Exterior on staff and performing the work whenever possible
- 1.3. The landscape contractor shall be familiar with the project premises and how the existing conditions will affect his/her work.

2. STANDARDS

- 2.1. All landscape maintenance services shall be performed by trained personnel using current and acceptable horticultural practices. All employees on site must be properly licensed in accordance with the State of Maryland statute.
- 2.2. All operators of power equipment shall conform to Occupational Safety and Health Administration (OSHA) regulations. Contractor shall prepare and make available on site, a Health and Safety Plan (HASP). HASP shall conform to current OSHA and State regulations.
- 2.3. All work shall be performed in a manner that maintains the original integrity of the landscape design.
- 2.4. Visibility: The Contractor is providing an extension of services that the City provides therefore: the contractor will present a high degree of professionalism, consistent deliverables, to exceed the agreed upon services.
- 2.5. Contractors shall submit a proposed landscaping schedule on how they intend to meet the requirements of this contract. The Work Performance Plan must specify how often the contractor is expected to perform the work covered in each Exhibit based on a typical growth season in Maryland. (i.e. once per week, twice per month, etc.)
 - 2.5.1. A work performance plan must be submitted within 30 calendar days of award to the City for each contract year.
 - 2.5.2. Work shall be performed to minimize disruption to owners, tenants, and operations of aforementioned. Contractor shall schedule work efforts to have the least impact on homeowners and businesses in the project areas.
 - 2.5.3. Work shall be done within public areas Monday through Friday from 7:00 am to 7:00 pm; Weekends 8:00 am to 5:00 pm.

2.5.4. Work Scheduling: The City reserves the right to alter and/or re-schedule work during periods when continuous concurrent events occur at the site that hinder the completion of the ground's maintenance work required by the contract.

2.6. All chemical applications shall be performed in accordance with current county, state, and federal laws, utilizing EPA registered materials and methods of application. These applications shall be performed under the supervision of a state of Maryland licensed and certified pesticide applicator.

2.7. Contractor shall submit to the City of Aberdeen all applicable and current licenses required. Licenses shall be kept current for the duration of project.

2.8. Contractor is required to follow State Highway approved Temporary Traffic Control Measures identified in the Books of Standards published from the State Highway Administration when working alongside or within any Right of Way.

2.8.1. Flaggers are required to meet American Traffic Safety Services Association (ATSSA) Flagger Training Course.

2.8.2. The contractor shall maintain and provide copies of SHA certifications to work on all State roadways in accordance with all applicable regulations.

2.8.3. All traffic control costs are expected to be minimal and therefore will be integrated within the overall cost of the contract. No separate line items for traffic control will be provided on the bid forms.

3. PESTICIDE, HERBICIDE, AND FERTILIZER APPLICATIONS

3.1. The contractor is required to comply with the Maryland's Department of Agriculture (MDA) regulations for the transport and application of pesticides, herbicides, and fertilizers under this contract. This includes but is not limited to all licensees and certifications, training of staff, permits, notifications, specified equipment, and application procedures to use the products to meet the specified areas in this contract. The contractor is directed to the MDA website: <http://mda.maryland.gov> for further guidance.

3.2. The contractor is required to have on site a (Material Safety Data Sheet) MSDS, Safety Plan, and Spill Prevention Plan for all chemicals used to prevent harm to the contractor's staff and the protection of the environment. This information must be available at all times and be produced when using the applications on site within the contract.

3.3. The contractor is required to provide their staff with all training and personal protection equipment determined by the chemical in use. The contractor will also have any safety wash stations i.e. hand and eye wash, first aid kit, etc.

4. WARRANTY

- 4.1. The contractor shall make every effort to maintain the health and growth of all plant material and turf. The landscape contractor shall not be responsible to guarantee the viability of the plant material or turf, except when that landscape contractor was obviously negligent in the performance of his/her work as outlined in the contract.

5. INSURANCE REQUIREMENTS

- 5.1. Certificate of Insurance: Before starting work on the contract, the contractor shall provide the City of Aberdeen with an original Certificate(s) of Insurance from the contractor's insurance provider.

- 5.2. Contractor's Responsibility: The providing of any insurance herein does not relieve the contractor of any of the responsibilities or obligations the contractor has assumed in the contract or for which the contractor may be liable by law or otherwise.

- 5.3. Failure to Provide Insurance: Failure to provide and maintain the required insurance shall be deemed a material breach of the contract.

5.3.1. Insurance Coverage (as described below)

5.3.2. Comprehensive General Liability Insurance

5.4. Limits of Coverage

5.4.1. Bodily Injury Liability

\$1,000,000 each occurrence; and
\$3,000,000 aggregate products and completed operations

5.4.2. Property Damage Liability

\$1,000,000 each occurrence; and
\$3,000,000 aggregate for those coverages subject to an aggregate limit

5.4.3. Umbrella: \$5,000,000 Limit

- 5.5. Liability Protection: Such insurance shall protect the contractor from claims which may arise out of, or result from, the contractor's operations under the contract, whether such operations be by the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or subcontractor, or anyone for whose acts of the above may be liable.

5.5.1. Coverage to be included:

5.5.1.1. Independent contractor's coverage;

5.5.1.2. Completed operations and products liability

5.5.1.3. Coverage; and Contractual liability coverage

5.5.2. Damages not to be excluded:

5.5.2.1. Such insurance shall contain no exclusions applying to operations by the contractor or any subcontractor in the performance of the contract pertaining to: 1) Collapse of, or structural injury to, any building or structure; 2) Damage to underground property; or 3) Damage arising out of the landscaping operations.

5.6. Comprehensive Automobile Liability Insurance: General Coverage - such insurance shall provide coverage for all owned, non-owned and hired automobiles.

5.6.1. Limits - Bodily Injury Liability:

\$ 500,000 @ person; and
\$1,000,000 @ occurrence

5.6.2. Property Damage Liability:

\$ 500,000 @ person; and
\$1,000,000 @ occurrence

5.7. Workers Compensation Insurance: Such insurance must contain statutory coverage, including Employers' Liability, with a limit of at least \$100,000.

5.8. HOLD HARMLESS CLAUSE:

5.8.1. Indemnification from Claims, Liability, Expense, etc.: The contractor shall indemnify the City of Aberdeen and hold it harmless against any and all claims, suits, liability, expense or damage (either alleged or actual) in connection with this contract and anything done thereunder.

5.8.2. Indemnification from Injury, Death or Damage Liability: The contractor shall protect, hold free and harmless, defend and indemnify the City of Aberdeen (including its officers, agents and employees) free from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorneys' fees) resulting from injury to, or death of, any person, or damage to property of any kind, which injury, death or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with, the performance of the work under this contract.

5.8.3. Application of Exception: Aforesaid hold harmless and indemnity agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of contractor's agents or employees; except that said agreement shall not be applicable to injury, death or damage to property arising solely from the negligence or willful misconduct of the City's officers, agents, and employees.

6. PROPERTY LOST, DAMAGE OR DESTROYED: Any property or work to be provided by contractor will remain at the contractor's risk until written acceptance by the City of

Aberdeen; and the contractor will replace, at the contractor's expense, all property or work lost, damaged or destroyed by any cause whatsoever.

7. BASIS FOR BID:

7.1. Contractor shall enter fixed fee price on the Bid Form.

7.2. Payment shall be made on the basis of the completion of the work detailed in the project specifications. All invoices shall be submitted for payment within fourteen (14) calendar days after the 30th day of each month of services completed for Exhibit A, B, C, and D and within fourteen (14) calendar days upon completion of work specified in Exhibit E. Payment shall be made by the City within thirty (30) calendar days of receipt of invoice and final acceptance of the work by the City of Aberdeen. The City has the right to dispute any invoices within ten (10) calendar days of receipt of invoice.

7.3. Upon Award and prior to signing of the contract, the contractor must designate payment for Exhibit A, B, C, and D either as either

7.3.1. Bid amount paid over eight (8) equal months corresponding to the growing season work for work commencing between April 1 to November 30 for each contract year, or

7.3.2. Bid amount amortized over twelve (12) equal payments corresponding with annual contract. Contractor must remain in compliance with all provisions of the contract during to receive amortized payment on a monthly basis.

7.4. In either case, the actual amount invoices shall not exceed the total bid specified using either paragraph 7.3.1 or 7.3.2 for payment of Exhibits A, B, C, and D. Once the contractor designates method of payment the City will place stipulations in the contract (CA-1 to CA-3).

7.5. Payment for Exhibit E shall be based on a time and material-based estimate at the time that work is identified for each site. The Contractor shall establish a contracted rate per hour per individual which includes all material and equipment rates per standard contracted rate. This contracted rate shall be provided in the bid form and will be the basis for payment to the contractor. No additional mobilization costs shall be incurred for each site.

8. BASIS FOR AWARD:

8.1. The City reserves the right to reject 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, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

8.2. In evaluating Bids, the City shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if

requested in the Bid forms. It is the City's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but the City may accept them in any order or combination.

- 8.3. The City may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating cost, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.
- 8.4. The City may conduct such investigations, as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.
- 8.5. The City reserves the right to reject the bid of any bidder who does not pass any such evaluation to the City's satisfaction.
- 8.6. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the City indicates to the City that the award will be in the best interests of the project.
- 8.7. If the contract is to be awarded, the City will give the Successful Bidder a Notice of Award within sixty (60) calendar days after the day of the bid opening.

9. TERMS

- 9.1.1. The term of this contract is annual subject to the approval of funds authorized in the City Budget for each fiscal year with the ability for the City to renew with the contractor for two (2) additional contract years at one (1) year increments.
- 9.1.2. Each contract year is defined as April 1st to March 31st and is subject to change based on the time of award, the annual budget and the approval of each option year
- 9.1.3. Each successful option year executed by the City will allow for an up to a ten (10) percent increase of costs based on the monthly/unit rate. If exercised, an Economic Price Adjustment Modification request must be submitted to the Procurement Office within sixty (60) days of contract end date.

10. TERMINATION CLAUSE

- 10.1. This agreement may be terminated by either party by giving thirty (30) days written notice by certified mailed, return receipt requested, addressed to the other party at the address listed on the bid form.

11. BID BOND

- 11.1. A bid bond or certified check in the amount of 5% of the bid amount is required.

SPECIAL PROVISIONS

1. GENERAL

- 1.1. Proper landscape maintenance sustains the quality and health of a landscaped area and preserves the intended design concept. Landscaping is intended to provide overall aesthetically pleasing appearance for the community.
- 1.2. The items within this section describe required specifications in the maintenance of the areas under this contract. The contractor shall comply with all special provisions with further guidance provided in each exhibit specified within the contract.
- 1.3. The growing season is from April 1 to November 30 for each Calendar Year. Any work shall not be done during the non-growing season from December 1 to March 31 for each year under contract. An aggressive growth cut back shall be done within the last two weeks prior to end of each growing season to ensure vegetation enter a dormant state during the non-growth season. The contractor is expected to adjust schedules, materials or labor to meet the requirements as dictated by weather conditions during the growing season to comply with all aspects of this contract.
- 1.4. Exceptions to these provisions for the purposes of Additional Land Requests outlined in Exhibit D or Code Enforcement area outlined in Exhibit E.

2. TURF

2.1. Mowing and Cleanup

- 2.1.1. Prior to each mowing, all trash, sticks, and other unwanted debris shall be removed from lawns and all areas to be mowed to avoid any flying debris. Such debris shall be removed from the site entirely rather than blown into the road or piled off to the side.
- 2.1.2. Mowing height for grass shall occur between 2.5 inches to 3 inches in height. All areas shall be mowed according to the rate of grass growth throughout the growing season. Only 1/3 of the blade should be removed at any single cutting. Grass height shall NOT exceed five (5) inches at any time during the growing season.
- 2.1.3. Mowing operation shall include trimming around all obstacles, removing excess grass clippings, and removing debris from walks, curbs, and parking areas.
- 2.1.4. Mowing patterns shall alternate between cuttings to avoid creating ruts and compaction.

2.2. Edging

- 2.2.1. Edging of all sidewalks, curbs and other paved areas shall be performed. All seams and cracks in sidewalks and curbs shall be kept weed free through chemical/manual control.
- 2.2.2. Edging shall be performed with a blade type mechanical edger. The cut edge should appear as a clean, straight line.
- 2.2.3. A monofilament line trimmer shall be used to trim around obstacles within the lawn area. Care shall be taken to ensure the bark of trees and shrubs are not damaged or stripped by the line trimmer.
- 2.2.4. The Contractor shall make a visual observation of the area to ensure the areas is clear of items that could be damaged by debris. Debris from the edging operations shall be removed and the areas swept or blown clean.

3. PRUNING

- 3.1. Pruning of bushes and shrubs is included in the scope of this contract.
- 3.2. Pruning of trees is not included in the scope of this contract.

4. PESTICIDES, HERBICIDE & FERTILIZATION

- 4.1. The contractor shall comply with all aspects of the Maryland Department of Agriculture to include but not limited to reporting, application rate for pesticides, herbicides, and fertilizations applications, public notifications, spills, and any other requirements. <http://mda.maryland.gov>
- 4.2. The contractor shall be responsible for monitoring the landscape sites on a regular basis. The Contractor shall use trained personnel to monitor plant damaging insect activity, plant pathogenic diseases, and potential cultural problems in the landscape. The pest or cultural problem will be identified under the supervision of the contractor. If any invasive species are found, take immediate action to remove.
- 4.3. All turf and mulch beds shall be weeded (mechanical/manual) and/or chemically treated on a continual basis throughout the growing season to maintain a neat appearance.
- 4.4. In case of repeated failures on the part of the Contractor to control erosion or siltation, the Owner reserves the right to employ outside assistance or to use his own forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering cost will be charged to the Contractor and appropriate deductions made from the Contractor's monthly invoice.

5. MULCHING

- 5.1. Plant beds shall receive a general cleanup before mulching. Cleanup includes:
 - 5.1.1. Cutting back herbaceous perennials left standing through winter (e.g., ornamental grasses, Sedum Autumn Joy). Established beds may require dividing and thinning.
 - 5.1.2. Thoroughly weed area by manually removing all weeds, chemically treating all weeds, or a combination of the two.
 - 5.1.3. Cultivate existing mulch and/or remove excess soil and/or mulch to expose the root flare and so that when new mulch is applied, there is no more than a total depth of 2" of mulch.
 - 5.1.4. Edge previously mulched beds to create a 90-degree edge with a depth of 2" to 3" and remove resulting debris. Single tree plantings in turf shall have the trunk of the tree located in the center of the mulched area (tree ring).
- 5.2. Mulch shall be limited to a maximum total depth no greater than 2" and applied only where the existing mulch has been either cultivated into the soil or removed. Special care shall be taken in the mulching operation not to over mulch or cover the base of trees and shrubs
- 5.3. Only composted hardwood bark mulch, pure pine bark mulch, composted mix pine bark mulch, or unscreened compost shall be used in beds containing shallow rooted woody species, herbaceous perennials, or annuals. Mulch shall be "Brown dyed."

6. DEBRIS REMOVAL

- 6.1. Litter and trash including leaves, rubbish, paper, bottles, cans, rocks, gravel, and other debris shall be removed entirely from all areas on a weekly basis.
- 6.2. All trash shall be removed from all shrub and ground cover beds and removed from site entirely.
- 6.3. All trash shall be removed from turf areas prior to mowing and removed from site entirely.
- 6.4. All refuse resulting from the cleanup and maintenance operation of the City's properties shall be disposed of properly by the contractor to an authorized landfill.
- 6.5. Hardscape (i.e. sidewalks, patios, driveways, roadways) shall be swept or blown free of debris immediately upon completion of work and away from any storm drains.

7. LEAF REMOVAL

- 7.1. Fallen leaves shall be mulched or removed from maintained areas on a contractual basis.
- 7.2. If requested by the City, supplemental leaf removals shall be performed by the landscape contractor at an additional cost to the City.

8. SPECIAL ACCESS REQUIREMENTS

- 8.1. Contractor shall be required to access certain secured facilities to perform duties within the scope of this contract.
- 8.2. The contractor shall provide a lock and key that will be properly daisy chained together with other locks at each site during the growing season of the contractor's performance period.
 - 8.2.1. City personnel can demonstrate proper connection of locks to Contractor or its representative if necessary.
 - 8.2.2. Keys or combination to Contractor provided locks shall be provided to City to provide access to sites in the event the are daisy chained improperly.
 - 8.2.3. Locks will be removed during non-growing seasons.
- 8.3. Only authorized personnel performing work in accordance with the contract will be allowed in these areas.
- 8.4. The contractor shall be responsible to properly secure areas when departing.

BID FORM

BIDDER (Name and Address):

PROJECT IDENTIFICATION:

**27-04 LANDSCAPE
MAINTENANCE**

THIS BID IS SUBMITTED TO:

CITY OF ABERDEEN
60 North Parke Street
Aberdeen, MD 21001

1. Bids submitted shall fulfill the following stipulations at the time of submittal. Failure to satisfy these requirements shall render the bid informal and result in its rejection. The stipulations listed here shall be satisfied in addition to all provisions and requirements listed further below in this document. Please initial each item below:

- ☐ Bid is sealed and plainly marked per "PROJECT IDENTIFICATION" (listed above)
- ☐ Bid is plainly marked with bidder information, company name and address.
- ☐ Bid includes acknowledgment of all addenda.
- ☐ Bid includes Bid Bond or Check in the amount of 5%

2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time(s) and in accordance with the other terms and conditions of the Bidding Documents.
3. Bidder accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for a period of 60 days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds, or the award of a grant or grants, in which event the Bids shall remain open for a period of 120 days from the date of Bid opening. Thirty-day (30) Calendar extensions of the date for the award may be made by the mutual written consent of the City and the apparent Successful Bidder. Bidder agrees, if required by City prior to and as a condition of Contract award, to execute and sign any documents related to financing of the Project. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within the number of days stated in the City's Notice of Intent to Award

4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

4.1. Bidder has examined copies of all the Bidding Documents and of the following

4.2. Addenda (receipt of all which is hereby acknowledged):

Date	Number

4.3. Bidder has visited the site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance, and furnishings of the Work.

4.4. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, performance, and furnishings of the Work.

4.5. Bidder has carefully studied all reports of explorations and tests of conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing structures at or contiguous to the site. Bidder acknowledges that such reports and drawings are not Bidding Documents or Contract Documents and may not be complete or Bidder's purposes. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site or otherwise which may affect cost, progress, performance, and furnishings of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determinations of this Bid for performance and furnishings of the Work in accordance with the times, price, and other terms and conditions of the Bidding Documents and Contract Documents.

4.6. Bidder is aware of the general nature of Work to be performed by City and others at the site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents and Contract Documents.

- 4.7. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents and Contract Documents.
- 4.8. Bidder has given Director of Public Works written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and Contract Documents and the written resolution thereof by Director of Public Works is acceptable to Bidder, and the Bidding Documents and Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 4.9. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.
5. The contractor's bid for work performed in **Exhibit A, B, & C** shall be submitted as Lump Sums below. The following Line Items, at the discretion of the City of Aberdeen, will be used to increase or decrease the amount of work included in the originally awarded base bid contract.

Line Item	Description	Unit	Qty	Lump Sum
1	Exhibit A	Per Year	1	\$
2	Exhibit B	Per Year	1	\$
3	Exhibit C	Per Year	1	\$
Total Fixed Fee Firm Price:				\$

Total Fixed Fee Firm Price Bid Submitted (Numerals): _____

In Words: _____

6. The contractor's bid for work performed in **Exhibit D** shall be submitted as established standard rates below. For purposes of the total maximum award amount, the contractor shall multiply the unit cost by the quantity to determine the total cost. The following Line Items, at the discretion of the City of Aberdeen, will be used to increase or decrease the amount of work included in the originally awarded base bid contract.

Line Item	Description	Unit Cost	Ea	Total Cost
D.1	Route 22 Corridor	\$	6	\$
D.2	Route 40 Corridor	\$	6	\$
D.3	Route 40 & Rt 22 Interchange	\$	6	\$
D.4	MARC/AMTRAK Station Area	\$	6	\$
D.5	Beards Hill Road Area	\$	6	\$
D.6	Aberdeen Swim Club	\$	4	\$
D.7	684 W Bel Air Ave	\$	4	\$
Total				

Bid Submitted for Exhibit D (Numerals): _____

In Words: _____

7. The contractor's bid for an established standard contracted hourly rate for any work performed in Exhibits E using a time and materials rate shall be submitted below. This bid rate includes all equipment costs (vehicle, fuel, etc.) per line items with no additional mobilization costs. Contractor will designate actual quantities when submitting a firm estimate for work identified in Exhibit E, at specified locations.

Line Item	Description	Unit	Qty	Rate Per Hour
1	Worker	EA	1	\$ / Per Hour
2	Crew Leader	EA	1	\$ / Per Hour

8. Bidder agrees that all services will be complete per contractual requirements set forth in the general specifications, special provisions, and all exhibits in the Contract Agreement.

9. The following documents are attached to and made a condition of this Bid:

9.1. The Contractor shall have a minimum of five (5) years of Corporate Experience in performing comparable projects and shall provide three (3) examples of such work with project name, site contact, budget, scope of work and photos.

9.2. License to operate in the state of Maryland may be submitted with the Bid, or prior to and as a condition of award of the Contract.

10. Communications concerning this Bid will be addressed to (Bidder's Contact Person):

NAME: _____

PHONE: _____

EMAIL: _____

COMPANY: _____

ADDRESS: _____

11. Bidder acknowledges that the Bid Price is based on Products and methods described and named in the drawings and Specifications.

SIGNATURE: _____ (Date)

BID SUBMITTED on _____ (Date)

(If Bidder is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Bidder is a Limited Liability Company - All General Partners/Members Must Sign)

Name of Company

Address of Company

Signature of Witness

Signature of General Partner/Member

Signature of Witness

Signature of General Partner/Member

Signature of Witness

Signature of General Partner/Member

(If Bidder is a Partnership - All General Partners Must Sign)

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Bidder is a Corporation)

Attest:

Name of Corporation

Signature of Admin. Asst.

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of President or Vice President

Type or print name below each signature.

State here the names and addresses of all partners, if a partnership, or of three principal officers, if a corporation.

END OF BID FORM

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between The City of Aberdeen, a body corporate and politic, existing under and by virtue of the laws of the City of Aberdeen, hereinafter referred to as the Owner, party of the first part,

AND

_____, doing business under the Laws of the State of Maryland, with its principal office at _____ hereinafter called the Contractor, party of the second part;

AND

WHEREAS, the Owner, pursuant to the authority vested in it by the City Charter, did, by advertisement heretofore made in accordance with the provisions of said Acts, invite proposals for the of: Bid 27-04 Landscape Maintenance

AND

WHEREAS, in accordance with said solicitation and with the documents prepared by the City of Aberdeen and provided to the bidders, the Contractor submitted to the Owner a bid for the said work, and a contract was duly awarded by the Owner to the Contractor for the said work for the price specified in the Contractor's Bid Form, Bid No. 23-09, and the same was duly approved by the Owner; and the Invitation for Bids, bid tabulation, and all other Contract Documents are made a pertinent part of this contract as if incorporated herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Contractor agrees to provide and furnish all labor; all necessary tools, parts, machinery, and equipment; all utility and transportation services, traffic control; and all materials, both expendable and permanent; and, at its own risk and expense, to construct and complete all items of work within the time specified by the performance plan submitted, in accordance with the Request for Bids, General Provisions, Special Provisions, as may be furnished or approved by the Owner, all other Contract Documents, and such instructions as may be issued by the Owner during the progress of the work, and to complete all items of work therein required to be done within the time specified.

THIS AGREEMENT FURTHER WITNESSETH that the Owner will pay and the Contractor will accept, in full consideration for the performance of the Contractor's obligation hereunder, the unit prices submitted in _____ bid form, Bid No 27-04 dated _____ at the accepted bid proposal in quantity or deleted at the discretion of the City in an annual amount of _____ for Exhibits A through C. Payment shall be billed in eight (8) equal payments based on satisfactory performance to meet the annual amount specified in the bid for Exhibits A through C. Payment requests shall be made on actual work performed on a monthly basis. Work performed as part of Exhibit D will only be performed when requested by the City and shall be billed separately in the amounts specified by the Contractor on the bid form. (see table below)

Line Item	Description	Unit Cost	Ea	Total Cost
D.1	Route 22 Corridor		6	
D.2	Route 40 Corridor		6	
D.3	Route 40 & Rt 22 Interchange		6	
D.4	MARC/AMTRAK Station Area		6	
D.5	Beards Hill Road Area		6	
D.6	Aberdeen Swim Club		4	
D.7	684 W Bel Air Ave		4	
Total				\$

The Contractor agrees to provide a Time and Services labor rate estimate for any work performed in Exhibits E at a rate of \$____ per hour for each Crew Leader and \$____ per hour for each Worker.

THIS AGREEMENT FURTHER WITNESSETH that the Contractor, by executing this Agreement, declares and asserts that it has read each and every clause in each of the Contract Documents, which are hereby made a part hereof with like force and effect as though recited herein at length, and fully understands the meaning of same, and that, in connection therewith, he has examined the site of the work and fully understands the character of the work to be done under this Agreement and agrees to performance schedule submitted under this bid with the contract to expire on **April 15, 2026**.

THIS AGREEMENT FURTHER WITNESSETH that the Contractor agrees, simultaneously with the execution of this Agreement, to deliver to the Owner a Performance an original Certificate of Insurance satisfactory to the Owner certifying that adequate and complete insurance is carried by the Contractor, in complete accordance with the requirements of the Contract Documents.

THIS AGREEMENT FURTHER WITNESSETH that the Contractor further agrees that there shall be no discrimination against any employee, any application for such employment, or any other person in carrying out this project because of race, religion, color, national origin, sex or age.

IN WITNESS WHEREOF, the Owner, by virtue of a motion duly passed by its governing body, has caused this Agreement to be signed and executed in the name of the Owner and for the Owner and the Contractor and has caused this Agreement to be executed the day and year first above written.

ATTEST:

By: _____

Date _____

Signature (Seal): _____

Title: _____

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ of _____, Contractor, and, being duly authorized to do so, acknowledged the foregoing Agreement to the act of said Corporation.

AS WITNESS my hand and Seal Notarial

Notary Public

My Commission Expires: _____

Reviewed and Concurred

Approved

Parley Hess
Director of Public Works
City of Aberdeen

Patrick L. McGrady
Mayor
City of Aberdeen

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before the subscriber, a Notary Public of the State of Maryland, in and for Harford County, Maryland, personally appeared **Patrick L. McGrady**, Mayor of the City of Aberdeen, a municipal corporation of the State of Maryland, and, being duly authorized to do so, acknowledged the foregoing Agreement to be the act of said municipal corporation.

AS WITNESS my hand and Seal Notarial

Notary Public

My Commission Expires: _____