

MCKAY'S MILL
REQUEST FOR PROPOSAL

for

MASTER HOMEOWNER'S ASSOCIATION LAWN/LANDSCAPE MAINTENANCE SERVICES

APRIL 2024

McKay's Mill is a community located in Franklin, TN. The community is composed of 1336 units of single family, multiple family, and condominium units. In addition to the Master Association (MA), there are three sub-associations.

The bidder selected will be at the sole discretion of the Master Association Board of Directors (MAB) based on criteria described in this Request for Proposal (RFP) and its assessment of the various proposals. The decision of the MAB shall be final, and appeals shall not be allowed.

The total cost of the proposal effort, including without limitation, preparation and presentation costs, travel, models, and any other item associated with the marketing of the project shall be borne solely by the proposing company. Under no circumstance shall the Board or any entity or person associated with the MAB be liable for any of said costs.

The existing contract ends December 31, 2024. Accordingly, the successful bidder must be prepared to take full control and responsibility of all landscape amenities on January 1, 2025. It is anticipated that a two (2) to four (4) year contract will be issued to the successful bidder, with an option for the MAB to renew the contract on the same terms that are applicable to the initial year's contract.

This RFP is designed to allow the bidder the latitude to inform the MAB of its individual approach to maintaining and enhancing the landscape amenities of McKay's Mill. Each proposal shall set forth a detailed statement of the services to be performed with sufficient detail to determine whether the proposal meets the minimum standards which follow. A proposal must cover at least the items outlined below.

I. AGREEMENT TERM

- A.** This agreement shall be for a period of two (2) or four (4) years. Either party hereto shall notify the other in writing of its intention to terminate this Agreement on or before ninety (90) days prior to the expiration of the original term of this agreement or the expiration of any renewal period. Either party may terminate the contract at any time, without cause. In this event, a 60-day notice must be provided.
- B.** In the event a petition in bankruptcy is filed by or against either party, or in the event either party shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may immediately terminate this agreement upon written notice to the other party.

II. CONTRACT TERMS AND CONDITIONS

- A. MANAGING AGENT:** "Managing Agent", has full authority to represent the MAB in all respects with regard to the work to be performed or goods to be purchased under this contract.
- B. ACKNOWLEDGMENT, ACCEPTANCE:** Contractor has read and understands this contract, and agrees that contractor's written acceptance or commencement of any work or service under this contract shall constitute contractor's acceptance of these terms and conditions.

- C. PERFORMANCE:** "Performance," as used in this contract, refers to the goods and services Contractor agrees to provide in order to satisfy its obligations under this contract. Contractor agrees to always provide the highest professional and technical guidelines and standards. Contractor certifies that personnel providing services have been properly and completely trained to provide such services. As used in this contract, "Work" has the same meaning as Performance.
- D. CHANGES:** "Changes" means changes in the goods and services or in the scope of performance covered by this contract. MAB reserves the right to direct the contractor to make changes, and contractor agrees to make authorized changes promptly. Any difference in price or time for performance resulting from changes shall be equitably adjusted by MAB upon receipt of documentation from contractor substantiating the changes unless it is the result of poor workmanship or because of the contractor it results in a redo. However, the contractor shall not proceed with a change in performance that is not authorized in writing by MAB. Any claim by the contractor for an increase in the (a) contract price, or (b) the time allotted for the performance of the work must be submitted in writing to MAB for decision within 3 business days of the occurrence giving rise to the claim. MAB's decision to authorize the changes shall be in writing, and all such decisions shall be final. The cost of any price increase or delay resulting from changes by contractor without prior written approval of MAB shall be borne solely by the contractor. All the prices, terms and warranties granted by the contractor shall be at least as favorable to MA as those offered by contractor to other customers purchasing similar goods or services under the same material terms and conditions.
- E. TIME FOR PERFORMANCE:** This contract becomes effective upon execution by both parties and both parties shall perform their obligations during the term of this contract with promptness and diligence. Time is of the essence of this contract.
- F. PAYMENT:** The contractor shall submit invoices monthly to the MAB at the time and with such information as is required by MAB after satisfactory completion of the work. It is further mutually agreed between the parties that no payment made under this contract shall be construed to be an acceptance of defective work or improper materials.
- G. Contract Work Standards:** In those cases where there is a deficiency in the stated contracted standard for a stated area, the contractor shall be notified in writing of the deficiency and the contractor shall correct the deficiency within 14 days of the written notification. If the deficiency is not corrected within the 14 days, the monthly payment to the contractor shall be reduced by \$1000. As deficiencies are identified to the contractor in writing and the corrections are not made within the 14 days of the written notification, the reduction in payment shall increase \$1000 for each 14-day notification, i.e. \$1000, \$1000, \$1000, etc.
- H. SETOFF:** In addition to any right of setoff provided by law, all amounts due contractor shall be considered net of indebtedness of contractor to MAB; and MAB may deduct any amounts due or to become due from contractor to MAB and its subsidiaries and affiliates from any sums due or to become due from MAB to contractor.
- I. INSURANCE:** In order to ensure the fulfillment of the foregoing, the contractor agrees to carry insurance in the amounts and for the coverage as required. It is agreed that any insurance carried by MAB which may cover any liability insured against by the contractor under this section shall be deemed excess insurance over and above the applicable amounts of the insurance carried by MAB. However, the MAB's insurance shall only apply for the benefit of the MAB. The contractor waives subrogation of claims against the MAB, its agents and employees.
- J. TAXES:** It is expressly agreed that, with respect to labor requirements and wage scales, the contractor will comply with all statutory and job specification requirements, will pay all taxes assessed against its labor and material, and will also comply with all statutory and specification requirements as to labor reports,

payroll taxes, and the like. The contractor agrees to conform with all state and federal labor laws and to the labor policy of the MAB. The contractor agrees to pay any fines assessed against the MAB on account of labor law violation by the contractor or its subcontractors.

- K. GOVERNMENT COMPLIANCE:** Contractor agrees to comply with all present and future federal, state and local laws, executive orders, rules, regulations, codes, and ordinances which may be applicable to contractor's performance of its obligations under this contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Contractor agrees to indemnify and hold harmless the MAB and Managing Agent from any penalties, fines, loss, damage, or liability resulting from any such violation of such laws, rules, regulations, codes, or ordinances.
- L. DEFAULT:** It shall constitute default by contractor if contractor does any of the following: (a) repudiates or breaches any of the terms of this contract, including contractor's warranties; (b) fails to perform services or deliver goods as specified by MAB; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; (d) becomes insolvent, (e) files, or has filed against it, a petition in bankruptcy, receivership, or other insolvency proceeding, (f) makes a general assignment for the benefit of creditors or (g) dissolves (if contractor is a business entity). Contractor shall have the opportunity to correct the defaults designated (a), (b) or (c) within five business days (or much shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from MAB specifying such default. Otherwise, upon default, MA shall have the right to do any of the following, at MA's sole discretion: (1) terminate all or any part of this contract without liability to MAB; or (2) obtain substitute performance, upon such terms and in such manner as it deems appropriate in its sole discretion, for the goods and services which were to be provided by contractor, and hold contractor liable to MA. MAB retains all other rights and remedies available to MAB at law or in equity.
- M. LIMITATION OF OWNER'S LIABILITY:** Contractor agrees that no director, employee, agent, member or sub-association of MAB shall be responsible for the obligations of MA hereunder.
- N. INDEMNIFICATION:** The contractor agrees to indemnify, defend (at the contractor's sole expense) and save harmless the MAB and Managing Agent and their respective owners, directors, agents, employees and members, from all claims for bodily injury, death or damage to property, demands, damages, actions, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to attorneys' fees and costs) (collectively, "claims") which arise or are in any way connected with the Work performed, materials furnished, or services provided by the contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the contractor or its agents, whether active or passive, regardless of whether any claims arise out of the concurrent act, omission, or negligence of MA and its agents and employees. The contractor shall not be obligated to indemnify MAB and its agents from any claims found to be due to the sole negligence or willful misconduct of such party. Contractor's obligations to indemnify and hold harmless MAB and Managing Agent as stated above shall survive the termination of this contract.
- O. NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or other provision.
- P. NON-ASSIGNMENT:** Contractor shall not assign or pledge this contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this contract without MAB's express written consent.
- Q. IMMIGRATION:** Contractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986 ("IRCA") specifically including all of its 1-9 employer verification provisions. Contractor warrants that it has an 1-9 and verification policy which it implements throughout the company. Contractor warrants that it is not now, and has not ever been, subject to an 1-

9 employer verification audit, and has not been found to be in violation of IRCA. Finally, should contractor ever be made aware of any government audit of its employer verification system, it will notify MAB and Managing Agent of such an audit and outcome. Contractor agrees to indemnify MAB and Managing Agent for any legal fees, public relations costs, work stoppages, fines, etc. that they may incur in connection with Contractor's employment of any unauthorized workers.

- R. BACKGROUND CHECKS:** Contractor will be responsible for payment of security screening as determined by MAB, where applicable. Any employee of the contractor will be subject to an approved criminal background check before working on the MA's property. All contractor personnel shall be free of any criminal background that involves violent crimes, theft, or property damage. Without limiting the foregoing, no person listed on any sexual offender registry including the Sex Offender Registry maintained by the Tennessee Bureau of Investigation or any successor registry shall be permitted to work on the MA property under the contract.
- S. PERMITS:** Contractor shall obtain, at its cost, all necessary permits and licenses to comply with all statutes, ordinances, rules, regulations, and orders, of any governmental or quasi-governmental authority ("Legal Requirements"), applicable to the performance of the contract, and be responsible for and correct any violations of Legal Requirements.
- T. MATERIALS BROUGHT TO THE WORKSITE:** Contractor shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by contractor in accordance with this contract and used or consumed in the performance of the contract.
- U. SUBCONTRACTS:** Portions of this contract not performed by contractor with its own forces shall be performed by subcontractors, with contractor acting as contractor. Contractor agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this contract as they apply to the subcontractor's and material supplier's portions of the performance of this contract.
- V. SAFETY:** It is the policy of the MAB that all Work shall be performed using procedures that assure foremost consideration for the safety of all personnel and all others affected in any way by this work. Contractor is to notify MAB of any conditions that could lead to damage to the contractor's equipment or injury to contractor personnel. Corrective action shall be the responsibility of MAB. Contractor agrees to comply with the General Safety Requirements of Title 29, Code of Federal Regulations, Part 1926 (Occupational Safety and Health Administration) and the Specific Safety Requirements of the State Bureau of Workers' Compensation Bureau, and any other governmental codes or regulations governing the performance of this work.
- W. CLEANLINESS AND COURTESY:** Contractor agrees when working in or around occupied premises to remove nightly (a) all rubbish, surplus and waste material resulting from the prosecution of the Work, and (b) all tools, scaffolding and equipment not currently required in the prosecution of the Work from the occupied and common areas of the property. In vacant premises, contractor agrees to remove (a) and (b) above no less than weekly. Contractor shall assure that all its employees, agents, and subcontractors always maintain a quiet and courteous demeanor around occupied premises. Contractor acknowledges that MA prohibits smoking inside all buildings.
- X. WARRANTY:** Contractor certifies that all products and goods provided under this agreement are new or recycled materials (not used or reconditioned). Contractor expressly warrants that all goods and services covered by this contract will conform to the specifications, drawings, samples, instructions, directions, or descriptions furnished by MAB, and will be performed in a timely, good, and workmanlike manner and free from defect. Contractor acknowledges that contractor knows of MAB's intended use and expressly warrants that all goods and services covered by this contract, which have been selected, provided, or performed by contractor, will be fit and sufficient for MA's intended purpose. The contractor agrees to

make good, to the satisfaction of MAB, any portion or portions of the Work which proves defective within one year (or such other period as may be specified in the contract documents) from the date of acceptance of the work by MAB.

- Y. DISCLOSURE, WARNINGS, AND INSTRUCTIONS:** If requested by MAB, contractor shall promptly furnish to MA, in such form and detail as MA may direct, a list of all ingredients or components in the goods purchased hereunder, including the quantity or concentration thereof and any other pertinent information. Prior to or contemporaneously with the delivery of the goods purchased hereunder, contractor agrees to furnish to MAB sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any goods, together with such special handling instructions as may be necessary to advise MA and its employees, agents or tenants how to exercise that measure of care and caution which will best prevent bodily injury or property damage in respect to such goods.
- Z. FORCE MAJEURE:** Any delay or failure of either party to perform its obligations under this contract shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party immediately upon discovery of the cause of such delay. During the period of such delay or failure to perform by contractor, MAB, at its option, may purchase goods or services from other sources and reduce its schedules to contractor by such quantities, without liability to contractor, or have contractor provide the goods from other sources in quantities and at times requested by MAB and at the price set forth in this contract.
- AA. LIENS:** Contractor agrees to turn the work over to the MAB in good condition, and free and clear from all claims, encumbrances, patent royalties and liens growing out of the performance of this contract. Contractor shall not cause or permit the filing of any lien on any of MA's property with regard to the work performed under this contract. In the event any such lien is filed, and contractor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, MAB shall have the right to pay such lien or obtain such bond, all at contractor's sole cost and expense. Contractor shall indemnify and hold harmless MAB from and against all liability, loss, claims, costs and expenses, including attorneys' fees, incurred by MAB in connection with any such lien.
- BB. ADVERTISING:** Contractor shall not, without first obtaining the express written consent of MAB, in any manner advertise or publish the fact that contractor has contracted to furnish MA the goods or services herein contracted or use any trademarks or trade names of MAB in contractor's advertising or promotional materials. In the event of contractor's breach of this provision, MA shall have the right to terminate the undelivered portion of any goods or services covered by this contract and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.
- CC. RELATIONSHIP OF PARTIES:** Contractor, MAB and Managing Agent are independent contracting parties and not employees, partners, joint ventures or associates of one another, and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Contractor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Neither MAB nor Managing Agent shall be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with contractor's performance of this Contract.

DD. SEVERABILITY: If any term of this contract is invalid or unenforceable under any statute, regulation, ordinance, Executive Order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

EE. NOTICE: Any notice provided for in this contract will be sufficient if given by certified mail return receipt requested to the party to be notified at the address specified in the contract.

III. SERVICE DESCRIPTION, SPECIFICATIONS, and MINIMUM STANDARDS

A. TURF MAINTENANCE

1. All areas in this contract shall always be maintained in a manner acceptable to MAB. The quality of turf will be determined by density, color, and uniformity, consistent with the seasons and acceptable to MAB.

2. Mowing Areas

Mowing areas are identified by MAB. Turf shall be cut at a height of three (3) to four (4) inches as conditions dictate. No more than one-third (1/3) of the grass blade is to be removed when cutting. Blades must be always balanced and sharp. Contractor shall be responsible for controlling excessive grass clippings within turf or mulched bed areas. Excessive clippings resulting from growth rates exceeding proposed frequencies or that remain as clumps shall be removed from turf areas. Unusual weather conditions may require mowing to be performed on a more or less frequent basis. All grass clippings shall be either recycled back into turf biomass or composted to be recycled into landscape. Mowing patterns shall be always employed to encourage upright growth and permit recycling of clippings where possible. Clippings shall be removed from all concrete or mulch areas after each mowing. All limbs that are 4" in diameter or smaller will be picked up and removed from site prior to each mowing cycle. No clippings shall be allowed in the ponds. If a limb larger than 4" is observed on the ground, contractor is to notify MAB.

3. Edging:

At each mowing, contractor shall be responsible for edging all curbs and walkways, including walkway trails throughout the community, along with all high-profile turf bed lines, using a metal blade edger and/or appropriate string trimming device. All completed edges will have a perpendicular appearance between turf and hard lines, and turf and bed lines. An angled or beveled appearance of hard lines or bed lines is unacceptable. There should not be any noticeable gaps between hard lines and turf areas. Gaps larger than 1" are to be repaired. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. Clippings are not allowed to be left in bed areas. Normal profile bed lines, tree rings, and soft surfaces shall be edged at alternate mowing.

4. Aerate/Over Seeding

Arterials for this service include Liberty Pike, Market Street, Oxford Glen Drive, Turning Wheel Lane (East side), and the Clubhouse area. Specific areas on each of these streets are the lawn between the street and the sidewalk. **Aerating shall be conducted in the fall of each year.**

The lawns will be aerated with a core-type aerating machine. There shall be a minimum of nine (9) plugs per square foot, reaching a depth of at least one and one-half (1.5) inches. Aeration is to be completed in cross patterns where possible. All irrigation components shall be identified by flagging prior to aeration process. Contractor is responsible for any damage to irrigation or other property components caused by aeration procedure. Over seeding the entire lawn shall occur in conjunction with aeration. Blue tag certified fescue shall be applied at the rate of 6 lbs./1,000 square feet.

5. pH Adjustment

If adverse turf conditions prevail resulting in dying, off-color, then contractor is required to soil test the property and have results within thirty (30) days with solution to resolve adverse condition. If soil

tests show adverse pH level, the contractor shall make recommendations and provide pricing for MA's approval.

6. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. All turf areas shall receive a preventative application of grub control.

7. Water

Contractor shall be responsible for monitoring moisture levels in irrigated turf areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to turf that was not reported to MAB in writing and will be responsible for the replacement of said turf. Contractor shall not be responsible for the manual watering of any turf area unless under additional contract and pricing.

8. String Trimming

After each mowing operation, the contractor shall use a weed-eater or similar tool or machine to trim grass and/or weeds that cannot be mowed with larger machinery. This includes but is not limited to trees, shrubs, foundations, stone walls, and signs. An appearance acceptable to MA must be always maintained.

9. Turf Management Program/Schedule

Each bidder will submit their Turf Management Program/Schedule as part of the proposal in response to this RFP. This must include as a minimum the following:

- Maximum number of mowing's per year. If weather requires additional mowing(s), cost per mowing must be provided.
- Fertilization rates and schedules
- Aeration and over-seeding schedule
- Pesticide/herbicide agents and schedules

Note: Signs shall be used for notification and posting of all sites prior to all applications as required by law. MA to be notified no less than five (5) days prior to any application so announcements can be sent to the community advising of application dates and areas.

B. SHRUB, GROUND COVER & PERENNIAL MAINTENANCE

1. Shrub Pruning

- a. All shrubs shall be hand pruned to remove dead, damaged, and/or diseased wood to allow for natural development of plant material and to create the effect intended by the MA. Pruning/shearing shall be performed through all growing months to remove suckers, shoots, irregular growth to keep the plant material aesthetically always pleasing in a formal tight appearance, and within its boundaries. All shrubbery pruning along common area sidewalks, paved trails, paths, and streets will be pruned to maintain their current distance. All shrubbery along MA fencing will be kept at a minimum of 24" away from the fence.
- b. Summer-flowering deciduous shrubs (blooms on new wood growth) such as Abella, Butterfly Bush, Beautyberry, Smooth or Pee Gee Hydrangea and Anthony Waterer Spiraea shall be deep hand pruned and/or structure pruned once a year during the dormant months.
- c. Spring-flowering shrubs (blooms on old wood growth) such as Forsythia, Viburnum, & Lilac shall be pruned following spring bloom cycle.
- d. Evergreen shrubs such as Yews [Taxus], Arborvitae, Laurels, Otto Luyken, and Junipers shall not be sheared into artificial shapes. Evergreen shrubs shall be pruned thus keeping the natural shape of the evergreen. Pruning cuts made to evergreens shall never be made into old wood portions of plant.

- e. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, and to promote interior growth and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants may take place during these pruning's.
- f. Winter pruning shall include 100% of the property each year. All plants in landscaped beds shall not be allowed to grow out of their beds. Plant separation is expected, and plants are not to be growing into other plants, unless directed by MAB in writing.
- g. All pruning debris shall be removed from the property or chipped to be as Mulch by McKay's Mill.

2. Ornamental Grass Pruning

- a. Ornamental grasses such as Miscanthus (sp.), Pennisetum, etc. shall be pruned to an approximate 12 to 18-inch height removing previous year's growth and dying and declining foliage.
- b. This pruning shall take place once plants begin to "shatter" or fall apart, approximately December or January. Contractor may use power equipment to facilitate the pruning.
- c. All pruning debris shall be removed from the site.

3. Groundcover Pruning

Groundcover such as English Ivy (sp.), Euonymus fortunei Winter Creeper, Boston Ivy, Vinca, etc., shall be pruned as needed to maintain them away from base of trees, shrub masses, and hard scapes. Liriope (sp.) shall be pruned to a two (2) to four (4)-inch height prior to the reemergence of the new bibs. To reduce hydrocarbon emissions the majority of pruning shall be accomplished through hand pruning operations; however, contractor may use power equipment to facilitate the pruning of large masses of groundcover. All pruning debris shall be removed from the site.

4. Perennial and Bulb Maintenance

Perennials such as, but not limited to Daylilies, Rudbeckia, Sedum, Iris, Daffodils, Lantana, etc. shall be pruned removing all spent blooms, flower stalks, and dormant and declining foliage. The timing of this pruning may be seasonal, MAB request, or for the aesthetic improvement of the landscape. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included.

5. Fertilization

Contractor shall have full responsibility of determining the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants. Plants such as Azaleas that require low soil pH or more acid soil conditions shall be fertilized with an appropriate industry standard fertilizer labeled for these plants. Contractor shall be expected to apply any minor nutrients that might be needed to maintain healthy plant material. Fertilizer will be spread evenly on the soil surface. After each fertilizer application, granules or pellets shall be removed from pavement.

6. pH Adjustment

If adverse condition(s) prevail, then contractor is required to soil test the property and have results within thirty (30) days with solution to resolve adverse condition. IF soil tests show adverse pH level, the contractor shall make recommendations and provide pricing for MAB's approval.

7. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease-related problems.

8. Water

Contractor shall be responsible for monitoring moisture levels in irrigated bed areas and reporting any problems to MAB, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to plants that was not reported to the MAB in writing and shall be responsible for replacement of these items. Contractor shall not be responsible for the manual watering of any

non-irrigated shrub or groundcover areas unless plant material is under additional contract and pricing.

9. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical, and chemical methods. Bed areas are to be maintained to control and eliminate weeds. ALL beds shall receive an application of Snapshot 2.5TG prior to mulching.

C. TREE AND WALKING TRAIL MAINTENANCE

1. Tree Pruning

- a. Contractor shall be responsible for pruning all trees up to 8 feet above ground level. The caliper of the limbs requiring pruning shall be four (4) inches or less, measuring the caliper at 12" out from the trunk. Tree limbs requiring pruning that exceed this height and caliper limitation shall be priced accordingly and submitted for the MAB's approval. All other lower branching on all trees shall be pruned as needed to keep them elevated at a uniform height. The height of the lower branching will be dictated by the tree species, the location, the size of the tree, and safety or visibility.
- b. Limbs and branches are to be removed from property or chipped for mulch to be used at McKay's Mill. All sucker growth on the trunk and the base of trees shall be removed weekly or as required to maintain a clean appearance. Trees located in natural areas shall be pruned only when their growth habit affects formal maintenance areas. Plants will be pruned to clear all roads, drives and walks to provide safe movement to pedestrians and vehicular traffic. Any limbs or branches touching or brushing structures (excluding power and phone lines) will be removed.
- c. Contractor shall be responsible for pruning coniferous trees such as Pines, Spruce or Firs. Candle growth shall be hand pruned only. Do not top or remove central leader or prune in a manner that the plant will not grow back into the pruned area within a six-month period.
- d. Contractor shall be responsible for pruning all ornamental trees such as Crabapples, Hawthorns, Serviceberry, Saucer Magnolia, Redbud, Yoshino Cherries, Kwanzan Cherries and Japanese Maples. Pruning shall include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth. Dead wood shall be pruned out and removed.
- e. Contractor shall be responsible for clearing/pruning overhanging limbs from walking paths. Paths shall be checked regularly to preclude the growth of any limbs over the walking paths such that residents are precluded from using the walking paths.
- f. The MA is responsible for the maintenance of street trees along Liberty Pike, Oxford Glen Dr, and Market Street. The contractor shall be responsible for the pruning of all street trees along these streets in accordance with the City of Franklin standards. In addition to the street trees located on the above arterials, all trees located in common areas, impact areas, and walking trails are to be included.

2. Fertilization

Fertilization applies to planted trees that are staked or guyed and planted trees that have a caliper of eight (8) inches or less. Fertilizer shall be spread evenly on the soil surface. After each fertilizer application, granules or pellets shall be removed from pavement. Native mature trees do not apply. Contractor is required to notify MAB and make recommendations, in writing, of all other trees that may need supplemental fertilization.

3. pH Adjustment

If adverse condition(s) prevail, then contractor is required to soil test the property and have results within 30 days with solution to resolve adverse condition. In the event that soil tests show adverse pH level, the contractor shall make recommendations and provide pricing for the MAB's approval. Native trees and natural areas will not require soil testing.

4. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. Only trees with a caliper of eight (8) inches or less shall be treated. Contractor is required to notify MAB and make recommendations, in writing, of all other trees that may need supplemental insect and disease control. Refer to Section (D) below; Integrated Pest Management.

5. Water

The contractor shall be responsible for monitoring moisture levels in irrigated trees and reporting any problems to MAB, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to trees that was not reported to MAB in writing and shall be responsible for replacement of said trees. Contractor is responsible for the manual watering of any non-irrigated trees that were purchased by MAB under the plant/tree price list. Contractor shall not be responsible for the watering of non-irrigated trees that MAB did not purchase from Contractor.

6. Staking

Staked trees shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted and/or removed when deemed appropriate by MAB. Trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted to MAB in writing for review and approval.

7. Warranties - Guarantees

Once MAB purchases a tree based on the plant material price list, it will be the responsibility of the contractor, at their time and cost, to maintain the health and well-being of these trees during the life of this contract and any renewal terms. This includes watering, fertilization, and/or any other actions needed to ensure the health of the tree. Replacement is required, at Contractor cost, if the tree dies in the first two full years of it being planted.

8. Walking Trails

Walking trails shall be maintained as follows:

- a. Walking trails shall be inspected twice per month such that tree and shrub growth that extends over the walking trail shall be cut back as required and leaves removed.
- b. Walking trails shall be treated with herbicide three times per year to control growth. Contractor shall provide the dates of herbicide treatment in the contract proposal.

D. INTEGRATED PEST MANAGEMENT

The MAB is committed to managing outdoor pests, including plants, invasive species, fungi, and insects in a way that protects human health and the surrounding environment through the most effective, least toxic option. The contractor shall implement Integrated Pest Management (IPM).

IPM is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. Pests are defined as plants (including invasive), fungi, and insects. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment.

IPM protocol includes the following elements:

- Priority use of non-chemical methods
- Using least-toxic chemical pesticides
- Minimum use of chemicals
- Use chemicals only in targeted locations (vs. broad applications)
- Use chemicals only in targeted species (vs. general applications)

- Use less polluting alternatives to artificial chemicals
- Rely on routine inspection, monitoring and record keeping
- Ensure continuous training of personnel
- Control soil erosion

All pesticides, herbicides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all local, state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

Contractor shall be responsible for applying chemicals and fertilizers at the recommended rates & guidelines supplied by manufacturer and are to be used as such. Contractor is totally responsible for furnishing the MAB with healthy, vigorous plant material throughout the term of the Service Agreement. Chemical forms may vary with weather conditions. Contractor is responsible for ensuring the property is monitored regularly for Poison Ivy, Poison Oak, Poison Sumac, Stinging Nettle, Virginia Creeper, Knotwood Kudzu and Bamboo along walkways, trails, hard surfaces, parks, playgrounds, swim clubs, tennis courts, and any other area that it would be likely for residents to meet. The property should specifically be monitored 4 times during the season so if an undesirable vine shows itself, it can be addressed immediately. Using IPM approach, these species are to be killed or removed.

Contractor shall be responsible for limiting growth and/or removing invasive species that are listed on the USDA website for the state of Tennessee. These include: Invasive Plant Species, Japanese honeysuckle, Chinese privet, Japanese Stiltgrass, Sericea lespedeza, tree-of-heaven, shrubby lespedeza, Mimosa, Princess tree, Tall fescue, Japanese privet, Oriental Bittersweet, Bull Thistle, Crown Vetch, Chinese yam, air potato, Thorney & Autumn Olive, Winged Burning Bush, Winter Creeper, English Ivy, Shrubby & Chinese lespedeza, Japanese and Bush honeysuckle, Purple Loosestrife, Oregon rape, Beale's barberry, Zebra Grass, Chinese silvergrass, Empress Tree, Princess Tree, White Poplar, Kudzu, Multiflora Rose, Johnson Grass, and Common Periwinkle.

Contractor shall be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.

Contractor shall be responsible for taking general and micronutrient tests of turf and shrub bed areas. The MAB shall receive copies of test results and a list of actions to be taken by the contractor to correct all problems identified by the report within ninety (90) days of the execution of the Service Agreement.

Contractor shall be responsible for making any extra visits necessary during the year to correct any problems that may occur during the term of the Service Agreement. Contractor shall be responsible for applications of any other nutrients that should be applied to maintain a balanced soil.

Contractor shall take full responsibility for replacing any plant material that is damaged by the improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

Contractor is responsible for notifying MAB no later than three (3) days prior to any chemicals being applied so proper homeowner notification can be made.

E. SEASONAL COLOR INSTALLATION

1. Seasonal Color Bed Preparation

- a. Seasonal color beds (displays) are "Summer" annuals installed in "Spring" by Mother's Day but not before May 1st, and "Fall" annuals installed in October. Floral rotation cannot exceed five days from the time it commences until completion for the entire community. Floral rotation for the main gateways cannot exceed 48 hours from the time tear out commences until completion of the installation.

- b. Flowers will be supplied in 4" pots and will be vigorous and blooming. Contractor's bid shall provide plan for the flower species to be used for each flower bed.
- c. Contractor shall be totally responsible for the soil makeup within each flower bed. Amendments such as, but not limited to peat moss, mushroom compost, sand, organic matter, fertilizers, and fungicides may be used to create a quality growing medium in order for the annuals to flourish. Beds shall be tilled to a depth of eight (8) to fourteen (14) inches with all amendments thoroughly incorporated into the soil mix.
- d. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. MAB may request a report of test results and a list of actions to be taken by Contractor if problems exist within any flower display during the season. Bed areas shall be formed to create a moderate crown. Crown height shall be maintained in a manner to not interfere with signage. Contractor shall remove rocks and debris and trench all sides of beds that face curb or turf at a depth of three (3) inches before final mulching.
- e. Plant spacing shall be no more than 6" for the fall rotation and 8" for summer rotation.
- f. The entire area of each flower bed shall be populated with the designated plants. There shall be no more than 10" between the grass or concrete bordering the lower bed and any shrubs and the outside edge of the plants. A diagram of each flower bed shall be provided to the MAB 14 days before the plants are installed for approval.

2. Seasonal Color Planting

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing annual bed areas (and pots where applicable) based on the entire area of existing beds on the property at the time of bid submittal and on the plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material using designs pre-approved by the MAB.

3. Seasonal Color Replacement

Contractor shall be responsible for replacing at own expense any seasonal color plants that have declined, died, or failed to maintain a healthy, vigorous appearance in the opinion of MAB or HOA Property Manager. Acts of God events shall not be the responsibility of the Contractor.

4. Mulching

Bed Areas shall always be mulched, not allowing bare soil areas to be visible. ALL beds shall receive an application of Snapshot 2.5TG (or equivalent) prior to mulching. Contractors shall provide a cost comparison between pine straw and black mulch in their contract proposal.

F. SEASONAL COLOR MAINTENANCE

1. Deadheading and Pruning

Deadheading: Declining flowers and foliage shall be removed 6 times per year. Pruning: Plants shall be pruned to prevent plants from becoming leggy or unsightly and to maintain a consistent, uniform mass.

2. Fertilization

Plants shall be fertilized to maintain a healthy, vigorous growth and appearance no less than 2 times per year (spring and fall). Contractor shall provide dates of fertilization to the MAB.

3. Insect and Disease Control

Contractor shall be responsible for weekly inspections of annual bed areas and treatment of any insect or disease related problems.

4. Water

Contractor shall be responsible for monitoring moisture levels in irrigated seasonal color bed areas and reporting any problems to MAB, in writing, that may be present during maintenance visits. Contractor shall be responsible for replacing plants that are being presented that do not perform due

to lack of water or bad plant material at their own expense. Contractor shall be responsible for the manual watering of any plant material that is not irrigated.

5. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical, and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. ALL beds shall receive an application of Snapshot 2.5TG (or equiv.) prior to mulching.

6. Seasonal Color Removal

Plants are to be removed at the end of the season. All floral beds shall be raked smooth with adequate edges bordering concrete.

7. Warranties - Guarantees

Any flowers that die or do not maintain their presentation must be replaced by the Contractor at the Contractor's cost. It is recommended that when ordering seasonal material, that extra is ordered and held to cover these instances.

G. EDGING AND MULCHING; TREE AND SHRUB BED AREAS

1. Mulch

- a. Contractor will be responsible for pricing a "cost per application" of Mulch. Installation around the entire property is to happen in the spring.
- b. Mulch shall be applied such that none of the old or previously laid pine straw is visible. Mulch shall not be installed against the trunks of the trees and shall be maintained 1" from the trunks of trees.
- c. Where needed, old or existing mulch is to be removed prior to new mulching to ensure a height that is consistent with the horticultural correct depth for plants and trees.
- d. Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. The square footage of each bed is provided in this documentation.
- e. ALL areas shall receive an application of Snapshot 2.5TG (or equiv.) prior to mulching, fertilizer will be spread evenly on the soil surface. After each fertilizer application, granules or pellets shall be removed from pavement.

2. Bed Edging

- a. Bed lines shall be edged and beveled at a depth of two (2) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas.
- b. All bed lines and tree wells bordered by turf shall be defined by creating a two (2) inch beveled trench with smooth, symmetrical, parallel bed lines.
- c. All tree wells located in turf and bed areas shall have root balls raked smooth, removing all old water rings, excessive mulch and/or soil.
- d. Tree wells within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location.

H. GENERAL SITE MAINTENANCE

1. Spring Cleanup

Winter perennials will be cut back in mid-January to mid-February. Lawn and bed areas will be cleared of all winter debris in February. The cleanup program shall involve a policing of all maintained areas (lawns, beds, mulched natural areas, parking lots, loading docks, driveways, parkways, roadways, curbs, gutters, drains, and sidewalk areas) for the removal of paper, cans, bottles, sticks, and all limbs that are four (4) inches in diameter or smaller, cigarette butts, leaves, and other debris. All debris shall be removed and disposed off-site.

2. Routine Cleanup Procedure

As part of contractor's weekly maintenance visits a general cleanup program will be performed. The cleanup program shall involve a policing of all maintained areas (lawns, beds, mulched natural areas,

parking lots, loading, driveways, parkways, roadways, curbs, gutters, drains, and sidewalk areas) for the removal of paper, cans, bottles, sticks, any and all limbs that are four (4) inches in diameter or smaller, cigarette butts, leaves, and other debris prior to cutting the area. If debris is mowed over, then it shall be cleaned up and removed by the end of that day's mowing operation at the latest. All debris shall be removed and disposed off site or chipped to be used as mulch in McKay's Mill. This includes removing debris from drainage basins and drain covers, emptying of all trash receptacles as needed, but before levels are reached where trash will be overflowing the receptacle.

3. Pavement Weed & Vegetation Control

All MA parking lots and sidewalk areas shall be maintained to control weeds and vegetation chemically and/or physically 32 times per year.

4. Fall Leaf Removal

Fallen leaves on lawn and planted bed areas shall be collected and removed from property as needed from November 1 through January 15, or until all leaf drops is complete and removed from maintained areas. The contractor shall remove leaves from focal areas, beds, and turf areas to prevent heavy buildup and damage to plant material or turf by smothering. All leaf debris shall be removed and disposed of offsite. Mulching of leaf material is acceptable if the mulched material is removed from site. Leaves shall be removed from all trails twice per month during the same period that leaves are removed from other areas.

5. Dead Plant Material Removal

Contractor shall contact and advise the MAB, in writing, of dead plant material and of possible plant replacements. Plant replacement or removal necessitated by negligence of the contractor shall be the sole responsibility of the contractor.

6. Trash Removal

Trash receptacles shall be moved to the street weekly for emptying by the City of Franklin and returned to their location at the Clubhouse. Receptacles shall be moved to the street no earlier than 3:00 PM on the day before City emptying and no later than 8:00 AM on the day of emptying. The normal day for emptying is Thursday. Receptacles shall be returned to their positions no later than 5:00 PM on the emptying day.

I. IRRIGATION SYSTEM

1. Irrigation Start UP

- a. **Contractor shall be required within thirty (30) days of startup of irrigation system to activate and thoroughly inspect before beginning operations for the watering season and submit to MAB a complete summary identifying any inoperable/damage components, with pricing, to make the system operational.**
- b. The following routine items are the contractor's responsibility and are included in contractor's normal irrigation start up price: all adjustment included but not limited to, flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment, replacement of controller batteries at startup and throughout the contact period as needed.

2. Irrigation System Maintenance, Repairs, and Replacement

- a. Contractor agrees to program, monitor, adjust and manage all automatic entire irrigation systems for all areas as to proper frequency, duration, and operation of supplemental watering monthly. **At all times**, the system shall be functioning properly and conforming to all related codes and regulations. Adjustments include but are not limited to flow control, radius and trajectory adjustment, nozzle cleaning, sprinkler height, and level adjustment.
- b. Contractor is responsible for monitoring all systems within the described and correct for coverage, adjustment, clogging of components and removal of obstacles, including plant materials and turf, which obstruct the spray.

- c. Contractor shall be responsible for checking and adjusting all controllers to assure proper operation. This includes replacement of batteries.
- d. Contractor shall bear full responsibility twenty-four (24) hours per day, seven (7) days per week, for normal daily operations of irrigation system and pumping units.
- e. Contractor shall make all repairs as needed within forty-eight (48) hours except for replacement of capitalized items described below. Contractor shall be responsible for all associated actions before repairs.
- f. **Contractor shall not be required to bear the cost of replacing irrigation system capitalized items** such as pumps, controllers, valves, backflows, any irrigation lines two (2) inches or greater in diameter, repairs deeper than two and a half (2.5) feet and faulty or damaged wiring. Contractor shall **not** be responsible for irrigation system repairs resulting from damage caused by "acts of God" e.g. lightning, earthquakes, tornadoes, hurricanes, etc. and/or outside contractor damage, e.g., utility repair or construction work. MAB shall be provided with an itemized parts list and cost for all such capital items that must be authorized by MA prior to execution of purchase. Exclusions summary: installation of additional heads or zones, controller replacements, pumps and related equipment, backflow repairs and testing, copper repairs, electrical problems, damages by others or acts of God, any repair deeper than two and a half (2.5) feet.

3. Irrigation Winterization

- a. Prior to winterization of irrigation system, Contractor shall be responsible for performing a complete irrigation evaluation and repair of system.
- b. **Contractor shall be required to notify MAB of date of winterization.**
- c. Contractor shall not be liable for any damage to the system which occurred during the period the system was winterized, unless it is determined that winterization was inadequate. MAB shall bear costs for repair of any damage to the irrigation system at time of spring start up.
- d. Contractor shall winterize the irrigation piping to ensure that no damage will occur due to ice expansion within the piping. Contractor shall be responsible for any damage resulting from poor or inadequate winterization.
- e. **Procedure for winterization of the irrigation system shall be provided in the response to this RFP.**

J. CONTRACTOR or SUB-CONTRACTED PERSONNEL

1. Experience

The contractor shall appoint a Project Manager who shall be responsible for the conduct of all work conducted under the terms of this contract. This includes the supervision of all contractor staff working in McKay's Mill and assessment of all work conducted. The Project Manager shall be onsite at McKay's Mill 51 weeks a year, excepting the Christmas and New Year's week. This project manager will have a two (2) or four (4) year degree in horticulture or agronomy to ensure the grounds are maintained using an efficient and horticulturally sound program of the highest quality, that promotes the healthy growth of turf and plant material while ensuring a neat appearance of the site.

2. Training

The contractor shall have only properly trained personnel on site to perform all functions. They shall be trained in proper horticultural and mechanical procedures to ensure that all operations are performed safely and effectively. The supervisor shall hold weekly safety and site meetings with any personnel that will be on site.

3. Uniform

The contractor and all its employees that are on site shall be required to wear a clean company uniform. In addition, all personnel are to wear high visibility vests. Workers are all to have the same-colored vest and be in clean condition, and supervisory or management personnel are to always have a different colored high visibility vest while on property. The supervisory personnel's uniform shall be easily distinguished from other personnel.

4. Operations

All contractor personnel shall be familiar with property management regulations and will conduct themselves in a safe, courteous, and professional manner while on site. When mowing, trimming, or edging near trails, paths, and parks, personnel are to stop activity when pedestrians approach and walk by and are to wait for pedestrians to pass by to a safe distance before resuming operations.

5. Personnel

Contractor shall conduct background investigations on all contractor personnel who are to work on site. All contractor personnel shall be free of any criminal background that involves violent crimes, theft, or property damage. Without limiting the foregoing, no person listed on any sexual offender registry including the Sex Offender Registry maintained by the Tennessee Bureau of Investigation or any successor registry shall be permitted to work on site under the contract.

K. SNOW REMOVAL

The contractor shall provide snow and ice removal service at the McKay's Mill Clubhouse, located at 1215 Habersham Way, Franklin, TN 37067. This includes removing snow from all drive, parking, and sidewalk areas, and applying sand or salt when conditions are slick or icy. During the winter months the clubhouse has a lot of traffic with special events, holiday parties, residents utilizing the exercise facility, and more and is therefore important that this service is provided in a timely manner to ensure all areas are always passable and safe to residents.

L. BUSINESS TO BUSINESS COMMUNICATION

The contractor shall develop and deploy a web-based system that will allow selected Board members to notify, and log identified issues as well as track and see planned operations and when outstanding items have or will be addressed.

M. REPORTING

Contractor is required to attend Board meetings periodically as required by the MAB to give site reports outlining the work that was accomplished the prior month, the scheduled work to take place, discuss any enhancements, report any concerns, or to provide any other reporting requested by MAB. Contractor is responsible for providing Quality Site Assessment reports each month, prior to monthly MAB Meetings.

IV. RESPONSE TO RFP

This contract shall be a two (2) or four (4) year agreement beginning January 1, 2025. Bids shall be presented as the cost per year, with 12 monthly payments. With this consideration, each bidder is asked to provide bids for two (2) and four (4) year contracts. Potential contractors shall provide notification of their intent to provide a response to the RFP by June 1, 2024.

MAB will schedule a tour of the McKay's Mill Community for all potential contractors in June 2024 to provide a complete review of the "landscape" and understanding of the scope of the work expected.

Complete proposals shall be submitted as electronic documents no later than September 1, 2024 to Kristy Bowman at kbowman@cmacommunities.com. In addition, an original printed copy with the original signature is to be provided to Kristy Bowman at McKay's Mill Master HOA, 1215 Habersham Way, Franklin, TN 37067.

MAB shall conduct an initial review of all bids and narrow the decision to two to three candidates. These finalists shall be invited to make a presentation to MAB regarding their proposal; this shall provide MAB the opportunity to assess the management of each company. These presentations will be scheduled for October 5, 2024. MAB shall notify the successful bidder by November 1, 2024.

The response to this RFP must be in the following format with all items addressed:

1. Statement of commitment and understanding of all “terms and conditions.” This must include a table of all insurance coverage to be provided.
2. Detailed approach to addressing each item identified in the “service description, specifications and minimum standards” section. **This is critical.**
3. Presentation of:
 - a. Turf management plan/schedules (fertilization, mowing, aeration & over-seeding, IPM)
 - b. Tree and beds fertilization plan and schedule
 - c. List of trees and shrubs to be included in meeting requirements in item 2.
 - d. Tentative yearly operations schedule to meet requirements of item 2.
 - e. Procedure for winterization of irrigation system.
4. Total cost for two (2) and four (4) contracts. Total cost for two (2) year extension of two- and four-year contracts.

Disclaimers and Disclosures

- Candidates must disclose any relevant conflicts of interest.
- Any subcontractors that may be involved in the project must be disclosed in the proposal.
- Board reserves the right to reject any or all proposals and to select the contractor, which in MAB's judgment best meets the needs of the MA.
- The contract term will be for two/four years and will NOT automatically renew.
- **MAB may terminate the contract at any time, without cause. In this event, a 60 day notice must be provided.**