

MAYOR
PATRICK E. BATES



TOWN CLERK
KEIRSTYN MONTGOMERY

TOWN OF BERLIN

Alabama

INVITATION TO BID B2026-001

TOWN OF BERLIN
461 COUNTY ROAD 1615
CULLMAN, AL 35058

**BID: MOWING, BUSHHOGGING, AND
MAINTENANCE OF TOWN PROPERTY**

PUBLISH DATE: JANUARY 27, 2026

BID OPENING DATE: MONDAY, FEBRUARY 16, 2026

TIME: 7:00 PM.

**LOCATION: BERLIN TOWN HALL
461 COUNTY ROAD 1615
CULLMAN, AL 35058**

NOTICE IS HEREBY GIVEN that the Town of Berlin Town Council shall receive and open bids for Mowing, Bushhogging, and Maintenance of Town Property at its Town Hall located at 461 County Road 1615 Cullman, Alabama 35058 at 7pm on Monday, February 16, 2026.

Sealed bids will be received by the Town of Berlin, Alabama, in the Office of the Town Clerk Keirstyn Montgomery at the Berlin Town Hall until the above time and date. Please return bid in a sealed envelope marked with the bid name as listed above. **Bids must be received by 4:00 PM on February 16, 2026.** Bids received in the Office of the Town Clerk either by hand delivery or mail after the specified date and hour will not be considered.

***** BIDS MUST BE RECEIVED BY 4:00 PM ON FEBRUARY 16, 2026*****

ALL BIDS SHOULD BE MAILED OR HAND DELIVERED TO:

Town of Berlin - 461 County Road 1615, Cullman, AL 35058

“ATTENTION: MOWING, BUSHHOGGING, AND MAINTENANCE OF TOWN PROPERTY BID,”

*****All bids must be good for a minimum of 90 days.***

REQUIREMENTS

BID REQUIREMENTS: Bids not conforming to the following requirements may be rejected.

- (a) Bidders may submit bids for individual items or all items.
- (b) Bids must be complete and specific.
- (c) Bids must be properly signed by the bidder or by a legally authorized officer or agent of the bidder.
- (d) Sealed bids must be received at Town Hall no later than **4:00 p.m. on Monday, February 16, 2026.**
- (e) Bids must be enclosed in a sealed envelope marked **“ATTENTION: MOWING, BUSHHOGGING, AND MAINTENANCE OF TOWN PROPERTY BID.”**
- (f) The sealed envelope must be addressed to: Town of Berlin, 461 County Road 1615 Cullman, AL 35058.

If you have any questions regarding the bid specifications, please contact Town Clerk Keirstyn Montgomery (256) 736-3138 during regular business hours, Monday-Friday, 8AM-4PM or via email at clerk@berlin.al.gov.

SPECIFICATIONS

1. SCOPE OF SERVICES

To provide all supervision, labor, equipment, and services required to perform all services for the Town of Berlin as specified herein.

2. QUALIFICATION OF BIDDERS

Bidding on this contract shall be limited to individuals, partnerships, and corporations actively engaged in the fields of mowing, bushhogging, and maintenance services. Bidders shall demonstrate competence, experience, and financial capability to carry out the terms of this contract. The Town of Berlin, the contracting agency, may require proof of these qualifications.

All bidders must have in their possession or available to them by formal agreement at the time of bidding, vehicles, devices, hand tools, and other equipment and supplies which are necessary to perform the work as outlined in these specifications.

3. SAFETY STANDARDS

All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.

4. DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the contracting agency shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

5. OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor shall, at all times during the term of this Contract, observe and comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in any manner affecting the performance of the work. The Contractor shall also comply with all orders and decrees of courts of competent jurisdiction.

The Contractor shall fully comply with all applicable state and federal statutes, rules, and regulations relating to employment practices, including but not limited to hiring, wages, working conditions, and any other applicable conditions of employment.

6. ADDITION OR DELETION OF AREAS

The contracting agency reserves the right to change, add or delete areas for service. The Town of Berlin shall give notice to the contractor of the areas to be serviced and the total amount of the annual service contract. Unless otherwise authorized by the contracting agency, failure of the contractor to comply with the approved service schedule shall be sufficient cause to give notice that the contractor is in default of the contract.

7. WORK SCHEDULE

The contractor will schedule the work during typical work hours for related services, unless authorized by the contracting agency. Serviced areas shall be completed Monday-Friday, weekly, unless changed by the contracting agency.

8. LICENSES AND PERMITS

The contractor shall, at their own expense, obtain and maintain all licenses, permits, and approvals required to perform the contracted work in accordance with applicable laws and regulations. Proof of such licenses and permits shall be provided to the Town upon request.

9. EXECUTION OF THE CONTRACT

The successful bidder shall, upon notification of selection as the successful bidder, enter into contract with the contracting agency and shall simultaneously provide the appropriate indemnities and insurance required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties. The contractor shall not base any claim for modification of the contract on any prior presentation or promise made by representatives of the contracting agency.

10. SUPERVISION

This contract will be under the direct supervision of the contracting agency. Any alterations or modifications to the work performed under this contract shall be made only by written agreement between the contractor and contracting agency and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

11. WORK CREW SUPERVISION

The contractor shall provide qualified supervision of each crew member at all times while working under this contract. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the contracting agency. (Within the Contract's scope of work) Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives create potential injury or safety hazard.

12. PAYMENTS

Payments will be made on a monthly basis at the beginning of each month for services rendered in accordance with this contract.

13. CONTRACT TERMINATION

The contracting agency shall have the right at any time to cancel this contract for reasons other than breach by the contractor and require the contractor to cease work thereon. In such cases the contractor will be paid for all work actually performed the date of termination but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

14. INSURANCE

Winning bidder shall be required to present evidence of liability coverage of at least \$100,000 and to execute a waiver of liability. Failure to do so shall result in the bid being awarded to the next responsible bidder. The contractor agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amount specified. The Town of Berlin shall be named as additional insureds. A certificate of insurance shall be submitted with the executed contract and shall be renewed as needed during the term of said contract.

15. EQUIPMENT

- a) All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- b) Cutting tool blades shall be sharpened periodically to ensure clean, smooth, and professional cuts.

16. TERM OF CONTRACT

The term of this contract shall commence on **March 1, 2026**, and shall expire on **October 31, 2026**, unless otherwise extended or terminated in accordance with the provisions of this agreement.

ITEM 1 – MOWING AND MAINTENANCE

REQUIRED WORK (Reference attached project map)

SERVICE AREA: Mowing and Maintenance shall include all grounds within and extending twenty (20) feet beyond the perimeter of the Berlin Town Hall and Community Storm Shelter. This scope includes, but is not limited to, all ditches, drainage areas, and areas surrounding all structures.

SCOPE OF SERVICE: The Berlin Town Property grounds shall receive the following services:

1. Unless otherwise specified herein, all work shall be performed once per week during the months of March through October, Monday through Friday, unless rescheduled due to inclement weather or as directed by the Mayor or Town Clerk.
2. Contractor shall be responsible for walking or reviewing areas prior to mowing operations to ensure area is clear of trash or debris.
3. All work must be of high quality and must meet general grooming standards of a public facility.
4. When work is complete, all sidewalks, parking areas, roads, etc. must be free of clippings.
5. If work is unsatisfactory, the contractor will be notified by the Mayor or Town Clerk and will be given a specific deadline to make corrections. If corrections requested are not completed to the satisfaction of the Mayor or Town Clerk, there will be a 25% penalty for that month's payment.
6. Any damages caused to Town facilities shall be repaired or replaced immediately by and at the expense of the Contractor.

MOWING AND WEEDEATING:

1. Mow and weed-eat all lawn areas within and extending twenty (20) feet beyond the perimeter of the Berlin Town Hall and Community Storm Shelter, including all areas around structures, mailboxes, fences, signs, and utility poles. Services shall be performed a minimum of one (1) time per week during the growing season (March–October) and as otherwise necessary to maintain a neat, orderly, and professional appearance.
2. Mow and weed-eat all lawn areas within and extending thirty (30) feet beyond the perimeter of the Berlin Farmers Market and ditches, including all areas around structures, retention pond, mailboxes, fences, signs, and utility poles. Services shall be performed a minimum of one (1) time per week during the growing season (March–October) and as otherwise necessary to maintain a neat, orderly, and professional appearance.
3. Immediately remove debris resulting from mowing operations from all sidewalks, parking areas, roads, etc.
4. All ditches within the scope shall be mowed or weed eaten entirely one (1) time per month during growing season (March - October), including ditch banks to maintain a neat and safe condition. Work shall be performed in a manner that prevents obstruction of water flow, minimizes debris left in the ditch, and ensures uniform height of vegetation.

EDGING:

1. Edge curbs, drives, walks, and areas bordering lawn a minimum of one (1) time per month during the growing season (March - October) and as otherwise needed to maintain a neat appearance.
2. Remove and dispose of all debris the same day as the areas are edged.

WEED CONTROL:

1. Employ mechanical or chemical measures to ensure that weeds or undesirable grasses do not encroach upon or establish in lawn areas.
2. Apply pre-emergent herbicides to lawn areas to prevent crabgrass.
3. All parking areas shall be treated with herbicides to control unwanted vegetation.

DEBRIS REMOVAL:

1. Remove and dispose of any debris such as paper, broken limbs, garbage, bottles, cans, extraneous leaves, weeds, etc. as necessary to maintain a manicured, neat, and clean appearance.

SITE REFERENCE

Berlin Town Property includes the entirety of the land encompassed within the blue outlined areas shown in the two photographs below. The first photograph depicts the Berlin Town Hall site, and the second photograph depicts the Berlin Farmers Market site.

ALL BIDDERS ARE STRONGLY ENCOURAGED TO INSPECT THE SITES IN PERSON PRIOR TO SUBMITTING A BID. MULTIPLE CHANGES TO STRUCTURES, SITE CONDITIONS, AND IMPROVEMENTS HAVE OCCURRED AND MAY AFFECT THE SCOPE OF WORK.

Failure to visit and inspect the sites shall not relieve the Contractor of the responsibility to fully comply with all requirements of these specifications or to perform the work as required.

BERLIN TOWN HALL SITE REFERENCE (461 County Road 1615 Cullman, AL 35058)



ALL BIDDERS ARE STRONGLY ENCOURAGED TO INSPECT THE SITES IN PERSON PRIOR TO SUBMITTING A BID. MULTIPLE CHANGES TO STRUCTURES, SITE CONDITIONS, AND IMPROVEMENTS HAVE OCCURRED AND MAY AFFECT THE SCOPE OF WORK.

**BERLIN FARMERS MARKET SITE REFERENCE
(50 Mt. Carmel Drive Cullman, AL 35058)**



ITEM 2 – BUSHHOGGING AND MAINTENANCE

REQUIRED WORK (Reference attached project map)

SERVICE AREA: Bushhogging and maintenance shall include all grounds twenty (20) feet beyond the perimeter of the Berlin Town Hall, Community Storm Shelter, and Berlin Farmers Market. Bushhogging activities shall begin no closer than thirty (30) feet from overhead power lines, unless otherwise directed or approved. This scope includes, but is not limited to, all ditches, drainage areas, and areas surrounding all structures.

SCOPE OF SERVICE: – The Berlin Town Property grounds shall receive the following services:

1. Unless otherwise specified herein, all work shall be performed twice per month during the months of March through October, Monday through Friday, unless rescheduled due to inclement weather or as directed by the Mayor or Town Clerk.
2. Contractor shall be responsible for walking or reviewing areas prior to mowing operations to ensure area is clear of trash or debris.
3. All work must be of high quality and must meet general grooming standards of a public facility.
4. When work is complete, all sidewalks, parking areas, roads, etc. must be free of clippings.
5. If work is unsatisfactory, the contractor will be notified by the Mayor or Town Clerk and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Mayor or Town Clerk, there will be a 25% penalty for that month's payment.
6. Any damages caused to Town facilities shall be repaired or replaced immediately by and at the expense of the Contractor.

SITE REFERENCE

Berlin Town Property includes the entirety of the land encompassed within the blue outlined areas shown in the two photographs below. The first photograph depicts the Berlin Farmers Market site, and the second photograph depicts the Berlin Town Hall site.

ALL BIDDERS ARE STRONGLY ENCOURAGED TO INSPECT THE SITES IN PERSON PRIOR TO SUBMITTING A BID. MULTIPLE CHANGES TO STRUCTURES, SITE CONDITIONS, AND IMPROVEMENTS HAVE OCCURRED AND MAY AFFECT THE SCOPE OF WORK.

Failure to visit and inspect the sites shall not relieve the Contractor of the responsibility to fully comply with all requirements of these specifications or to perform the work as required.

BERLIN FARMERS MARKET SITE REFERENCE (50 Mt. Carmel Drive Cullman, AL 35058)



ALL BIDDERS ARE STRONGLY ENCOURAGED TO INSPECT THE SITES IN PERSON PRIOR TO SUBMITTING A BID. MULTIPLE CHANGES TO STRUCTURES, SITE CONDITIONS, AND IMPROVEMENTS HAVE OCCURRED AND MAY AFFECT THE SCOPE OF WORK.

**BERLIN TOWN HALL SITE REFERENCE
(461 County Road 1615 Cullman, AL 35058)**



ITEM 3 – CLEANING AND MAINTENANCE

REQUIRED WORK

SERVICE AREA: Cleaning & maintenance shall cover the entirety of Berlin Farmers Market, Farmers Market Restrooms, Berlin Playground, and Community Storm Shelter.

SCOPE OF SERVICE: The Berlin Farmers Market, Farmers Market Restrooms, Berlin Playground, and Community Storm Shelter shall receive the following services:

1. Unless otherwise specified, all work shall be performed a minimum of one (1) time per week on Fridays during the months of March through October, unless rescheduled due to inclement weather or as directed by the Mayor or Town Clerk.
2. All work must be of high quality and must meet general cleanliness standards of a public facility.
3. If work is unsatisfactory, the contractor will be notified by the Mayor or Town Clerk and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Mayor or Town Clerk, there will be a 25% penalty for that month's payment.
4. Any damages caused to Town facilities shall be repaired or replaced immediately by and at the expense of the Contractor.

COMMUNITY STORM SHELTER: Cleaning and maintenance should include but not limited to:

1. GENERAL REQUIREMENTS

1. All Cleaning shall be performed a minimum of one (1) time per month every month, unless otherwise specified herein during the months of March through October.
2. All cleaning shall be performed using industry-standard cleaning agents and disinfectants appropriate for public facilities.
3. The Contractor shall provide all labor, equipment, and supplies necessary to perform routine cleaning and maintenance of the Community Storm Shelter to ensure it is safe, sanitary, and ready for emergency use at all times.
4. Contractor shall ensure all work maintains a safe and sanitary environment for the public.
5. All waste and debris shall be removed from the premises and properly disposed of offsite.
6. Work shall be scheduled at times that minimize disruption to municipal use of the facility.
7. All supplies required for restocking, such as paper towels, toilet paper, soap, garbage bags, etc., will be supplied by the Town.

2. CLEANING TASKS

2.1. DEBRIS REMOVAL

1. Remove and dispose of trash, litter, and debris inside and outside entryways.
2. Collect and remove trash including bottles, cans, paper, and other debris.
3. Dispose of all collected materials in an approved disposal site.

2.2. INTERIOR CLEANING

1. Sweep all floors.
2. Wipe down all doors and high-touch surfaces.
3. Remove cobwebs from walls, ceilings, and corners.
4. Disinfect benches and seating areas.

2.3. RESTROOM CLEANING

1. Clean and sanitize sink and toilet.
2. Restock paper products, garbage bags, soap, and other restroom supplies. (Supplied by the Town)
3. Sweep floors.
4. Empty and sanitize all trash receptacles.

2.4. EMERGENCY READINESS

1. Verify that exits are clear of obstruction.
2. Ensure signage and posted safety instructions are visible and clean.
3. Report any maintenance or safety issues (damaged doors, leaks, lighting outages, etc.) immediately to the Town Clerk or designated authority.

3. FREQUENCY OF WORK

1. General cleaning and restroom service for the Community Storm Shelter shall be performed monthly.
2. Emergency cleaning shall be available upon request by the Town Clerk or Mayor.

4. QUALITY STANDARDS

1. Facility shall be free of visible dirt, dust, cobwebs, trash, and stains.
2. Restrooms shall be sanitary, odor-free, and fully stocked at all times.
3. Contractor's performance shall be subject to inspection by the Town of Berlin.

BERLIN FARMERS MARKET: Farmers Market Building, Berlin Playground, Berlin Restrooms, and Parking Area cleaning should include but is not limited to:

1. GENERAL REQUIREMENTS

1. All cleaning shall be performed a minimum of one (1) time per week during the growing season (March - October).
2. All cleaning shall be performed using industry-standard cleaning agents and disinfectants appropriate for public facilities.
3. Contractor shall ensure all work maintains a safe and sanitary environment for the public.
4. All waste and debris shall be removed from the premises and properly disposed of offsite.
5. Work shall be scheduled at times that minimize disruption to municipal use of the facility.

2. CLEANING TASKS

2.1. DEBRIS REMOVAL: Farmers Market Building, Berlin Playground, Berlin Restrooms, and Parking Area

1. Contractor shall remove and dispose of all debris or garbage located at the Berlin Farmers Market, playground, restrooms, and parking area, including but not limited to paper, cups, broken limbs, bottles, cans, leaves, and other waste materials as necessary to maintain a manicured, neat, and clean appearance including all parking areas a minimum of one (1) time per week during growing season (March - October).

2. Dispose of all collected materials in an approved disposal site.

2.2. INTERIOR CLEANING (Farmers Market Building)

1. Floors shall be swept a minimum of one (1) time per month during growing season. (March - October)
2. Remove cobwebs from posts and corners a minimum of one (1) time per month during growing season. (March - October)

2.3. RESTROOM CLEANING (Berlin Farmers Market Restrooms)

1. All services shall be completed a minimum of one (1) time per week beginning March 1, 2026 – November 6, 2026.
2. Remove all cobwebs.
3. Clean and sanitize all sinks, vanities, toilets, and urinals.
4. Supply and restock paper products, garbage bags, soap, and other restroom supplies.
5. Clean and polish mirrors.
6. Sweep and mop floors with disinfectant.
7. Empty and sanitize all trash receptacles.

3. FREQUENCY OF WORK

1. General cleaning and restroom service shall be performed as specified.
2. Additional cleaning shall be performed as necessary following community events or heavy usage.
3. Emergency cleaning shall be available upon request by the Town Clerk or Mayor.

4. QUALITY STANDARDS

1. Facilities shall be free of visible dirt, dust, cobwebs, trash, and debris.
2. Restrooms shall be sanitary, odor-free, and fully stocked at all times.
3. Contractor's performance shall be subject to inspection by the Town of Berlin.

**BIDS TO BE OPENED AT THE
BERLIN TOWN HALL ON:
FEBRUARY 16, 2026, AT 7:00 PM.**

**BIDS TO BE TURNED IN NO
LATER THAN 4:00 PM ON THIS DATE.**

**ALL BIDS SHOULD BE MAILED OR HAND DELIVERED TO – TOWN OF BERLIN,
“ATTENTION: MOWING AND MAINTENANCE OF TOWN PROPERTY BID”
461 COUNTY ROAD 1615, CULLMAN, AL 35058**

****ALL BIDS MUST BE GOOD FOR A MINIMUM OF 90 DAYS.**