

INVITATION TO BID

THE CITY OF VIRGINIA BEACH DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS

City of Virginia Beach

ISSUING OFFICE:

PURCHASING DIVISION
PRINCESS ANNE EXECUTIVE PARK
2388 COURT PLAZA DRIVE
VIRGINIA BEACH, VIRGINIA 23456-9013
(757) 385-4438 FAX: (757) 385-5601

PLEASE FILL IN COMPANY NAME & ADDRESS IN THE SPACES PROVIDED:

DATE: FEBRUARY 28, 2011

Attention Of Bidders Is Directed To
Section
2.2-4367 - 2.2-4377 of Virginia Public
Procurement Act (VPPA) [Ethics In Public
Contracting]

**RETURN THIS COPY
THIS IS NOT AN ORDER**

BID ITEM NO.
PRLS-11-0066
CLOSING DATE
MARCH 17, 2011
CLOSING TIME
3:00 P.M.
PROCUREMENT OFFICER
D. SANDLOOP

THE CITY OF VIRGINIA BEACH RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART AND TO WAIVE ANY INFORMALITIES IN THE BID PROCESS AND RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST OF THE CITY. THE SPECIFICATIONS IN THIS BID ARE INTENDED AS A QUALITY INDICATOR AND GUIDE FOR YOUR BIDDING AND UNLESS OTHERWISE STATED, THE CITY WILL CONSIDER ALTERNATE BIDS OF EQUAL OR BETTER QUALITY, WHICH SHALL BE ACCOMPANIED BY DESCRIPTIVE LITERATURE. THE ENTIRE CONTENTS OF THIS INVITATION TO BID, ANY ADDENDA, AND BIDDER'S RESPONSE SHALL BE INCORPORATED INTO ANY RESULTING CONTRACT.

QUANTITY	UNIT	DESCRIPTION, MANUFACTURER, PART NUMBER	NET UNIT PRICE		NET TOTAL PRICE	
		ALL MATERIAL, LABOR, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE GROUNDS MAINTENANCE FOR SITES ALONG VIRGINIA BEACH BLVD. CC: CHRISTINA UPERTI, P & R/ASSET MGMNT				

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ____ #2 ____ #3 ____ #4 ____
(Please Initial)

In compliance with this bid, and to all the conditions imposed herein, the undersigned agrees to execute any contract as a result of this bid. The following section shall be signed by an agent authorized to bind the bidder/company. Failure to execute this portion may result in bid rejection.

SHIPPING TERMS: ALL PRICES QUOTED F.O.B. VIRGINIA BEACH, VIRGINIA

SHIPPING CHARGES SHALL BE PREPAID AND ALLOWED WITH _____ DELIVERY.

PAYMENT TERMS: _____ DELIVERY TIME: _____ DATE: _____

AUTHORIZED AGENT: _____
SIGNATURE TYPE OR PRINT TELEPHONE #

ENCLOSURE

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF VIRGINIA BEACH HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	Title
Fax Phone Number: ()	
FIN/SSN#:	E-mail address:

Is your firm a "minority" business? ☐ Yes ☐ No If yes, please indicate the "minority" classification below:
☐ African American ☐ Hispanic American ☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut
☐ Other; Please Explain: _____

Is your firm Woman Owned? ☐ Yes ☐ No Is your firm a Small Business? ☐ Yes ☐ No
Is your firm Service Disabled Veteran Owned? ☐ Yes ☐ No

The entire contents of this Invitation to Bid, any addenda, and Bidder's accepted Bid response shall be incorporated into any resulting contract.

I. INSTRUCTIONS TO BIDDERS

A. Issuing Office:

Whenever used in this Invitation to Bid, Issuing Office shall be:

City of Virginia Beach, Purchasing Division
Princess Anne Executive Park
2388 Court Plaza Drive
Virginia Beach, Virginia 23456
Phone: (757) 385-4438

B. Bidder Obligation:

Bidder shall carefully examine the terms and conditions set forth in this Invitation to Bid and any subsequent addenda. Failure to do so shall not relieve a bidder of an obligation to furnish the goods and/or services specified in this Invitation to Bid and its addenda.

Bidder shall check with the Issuing Office within forty-eight (48) hours prior to closing to secure any addenda affecting bidding.

C. Bid Source:

If you receive a copy of this Invitation to Bid from a source other than the Issuing Office or DemandStar by Onvia, contact the Issuing Office and provide your name, address, telephone number, and the Bid Item Number. You will be added to the bidders list and will receive any addenda to the Bid.

D. Bid Binding Period:

Bidder agrees that this bid shall be binding and shall not be withdrawn for a period of ninety (90) calendar days after the Closing Date of this Invitation to Bid.

E. Changes or Modifications:

Changes or modifications to this Invitation to Bid made prior to the date and time of closing shall be addressed by addenda from the Issuing Office. Acknowledge receipt of addenda in the space provided on the cover page of this Invitation to Bid. Oral modifications shall not form a part of the Bid documents. Bidders who attach or submit bids on their own company forms or who incorporate their standard conditions of sale into their Bid response may be considered non-responsive.

F. Closing Date and Time:

Bidders shall ensure their Bid response is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Invitation to Bid. Bids received after the specified date and time (time stamped 3:01 P.M. or later) shall not be considered and will be returned unopened to Bidder.

G. Proprietary Information:

Bidders are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Bidder. Specifically, if Bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed.** Furthermore, the Bidder shall submit proprietary information under separate cover, and the City reserves the right to submit such information to the City Attorney for concurrence of the Bidder's claim that it is in fact proprietary. References may be

made within the body of the bid to proprietary information; however, all information contained within the body of the bid not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes.

H. Anticollusion/Nondiscrimination/Drug Free Workplace Form:

Bidder shall execute and return the Anticollusion/Nondiscrimination/Drug Free Workplace form on Page 2 of this Invitation to Bid. The City shall report any perceived incidence of price fixing or antitrust violation to the State Attorney General.

I. Submittals:

1. Each Bid submission shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this Invitation to Bid, which shall contain:
 - 1) Total Bid price;
 - 2) Original signature of an agent authorized to bind the company;
 - 3) Delivery time;
 - 4) Payment terms;
 - 5) Acknowledgment of any addenda on page one (1); and
 - 6) Registered Virginia Contractor No. and Class;
 - b. References;
 - c. Bid pricing page; and
 - d. Completed and signed anticollusion/nondiscrimination/drug-free workplace clauses;
2. Submit TWO (2) copies of your Bid. At least one copy of the Bid shall contain the original signature of the contracting authority.
3. Submit Bids in a sealed envelope or package, label the outside of your envelope or package with the Bid Item No., Closing Date and Time, and your name and address. Bids received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.
4. Bidders are encouraged to submit their bids on recycled paper and to use double-sided copying.

J. Examination:

Bidder shall carefully examine the terms and conditions set forth in this Invitation to Bid and any subsequent addenda.

K. Award:

Award shall be made to the lowest responsible and responsive Bidder. A responsible Bidder shall mean a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will ensure good faith performance, and who has been pre-qualified, if required. A responsive Bidder shall mean a person who has submitted a Bid which conforms in all material respects to this Invitation to Bid.

L. Contract Administrator:

Whenever used herein and for purpose of administering any contract resulting from this Invitation to Bid, the Contract Administrator shall be:

Christina Uperti
P & R/Asset Management
(757) 385-8134

M. References:

Bidder shall submit with the Bid a minimum of FIVE (5) references for whom Bidder has performed grounds maintenance. For each reference, the following information shall be provided:

- a) Name and address of the organization;

- b) Name, title, and telephone number of the contact at the organization;
- c) Full scope of work performed; and
- d) Length and present status of service.

N. Contractor Registration:

For projects or contracts exceeding \$1,500, Bidder must be properly licensed under federal, state and municipal laws governing their respective trade during the entire term of the contract. Under Title 54.1, Chapter 11, Code of Virginia, 1950, as amended, Bidders shall show evidence of certificates of registration. Bidder shall place the following notation on the outside of the envelope containing their Bid and on the cover page of this Invitation to Bid:

Registered Virginia Contractor No. _____ and Class _____

O. Withdrawal of Bid Due to Error:

The procedure for withdrawal of bids shall be according to Section 2.2-4330 of the Code of Virginia – i.e., the Virginia Public Procurement Act. The applicable procedure to use is as follows: Bidder shall give notice in writing of his claim of right to withdraw his Bid within two business days after the conclusion of the bid opening procedure. Notice of withdrawal shall include all original work papers and all other documents and materials used by Bidder in the preparation of the Bid.

P. Specifications:

Specifications used herein are to be considered a quality indicator and acceptance will be based on Bidder's compliance with the intent of the specifications. Deviations and/or exceptions taken to the specifications herein may be considered if they are deemed to meet the intent of the solicitation. The use of brand names herein shall not preclude Bidder from offering alternates or substitutes for this Invitation to Bid.

Q. Public Notice of Award or Decision to Award:

Public notice of the award or announcement of the decision to award shall be provided by posting the appropriate notice on the "bid board" located in the Issuing Office and with DemandStar by Onvia.

II. TERMS AND CONDITIONS.

A. Compliance With All Laws:

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this Contract. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract. Contractor further expressly represents that it is a corporation, partnership, or limited liability company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

B. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

C. Payment to Subcontractors:

In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment for the Owner, or, shall notify the Owner and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay

interest at the rate of one (1%) percent per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide Owner with its social security number or federal taxpayer identification number prior to any payments being made under this Contract.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation to the Owner. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

D. Venue:

Any and all suits for any claims or for any and every breach or dispute arising out of this contract shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach or the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

E. Tax Requirements:

All City of Virginia Beach business license, personal property, real estate and other applicable tax requirements shall be met by successful Bidder.

F. Hold Harmless/Indemnification:

Bidder shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Bidder, its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. Bidder shall save harmless and indemnify City and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including reasonable attorneys' fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by Bidder or those for whom Bidder is legally liable. Upon written demand by the City, Bidder shall assume and defend at Bidder's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

G. Independent Contractor:

The Contractor shall agree and covenant that it is and shall be at all times, an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the City. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under any contract resulting from this Invitation to Bid.

H. Non-Appropriation – Availability of Funds:

It is understood and agreed between the parties hereto that the City will be bound and obligated hereunder only to the extent that funds shall have been appropriated and budgeted for the purposes of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this contract, the City shall immediately notify the contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

I. Payment Terms:

Payment terms offering a "**prompt payment discount**" of 20 days or greater will be considered in the evaluation of bids. All **other** payment terms shall be Net 30 days or greater. Payment terms not specified by Bidder shall be Net 45 days.

J. Commercial Warranty:

Bidder agrees that the products and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Bidder gives any customer for such products or services.

K. Non-Assignment:

Bidder shall not assign its rights and duties under this contract without the prior written consent of the Purchasing Agent.

L. Surety Requirements:

Unless otherwise noted, all surety documents required herein shall be received and approved by the Contract Administrator prior to beginning work under the contract and no later than ten (10) days after award of the contract.

1. Insurance:

Certificates of insurance written by a company or companies licensed to conduct business of insurance in Virginia and acceptable to the City of Virginia Beach and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty (30) days prior written notice to the City. Certificates shall be submitted to the Contract Administrator prior to beginning work under the contract and no later than ten (10) days after award of the contract. Certificates of insurance shall list the City of Virginia Beach, Risk Management Division, Municipal Center, Virginia Beach, Virginia, 23456, as the Certificate Holder. Insurance shall be maintained during the entire term of the contract and shall be of the following forms and limits:

- a. Workers' Compensation Insurance as required under Virginia Code Title 65.2
- b. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the City of Virginia Beach as an additional insured.
- c. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).

The establishment of minimum limits of insurance by City does not reduce or limit the liability or responsibilities of Bidder.

2. Permits and Fees:

Bidder shall be responsible for obtaining all necessary permits and for payment of all fees for work resulting from this Invitation to Bid.

M. Contract Term:

The contract term shall be ONE (1) year, beginning upon award of the contract and expiring ONE (1) year thereafter.

Upon mutual agreement of all parties and based on the original contract terms and conditions, this contract may be extended FOUR (4) additional, ONE (1) year periods.

N. Pricing Escalation:

There shall be NO price increases allowed in the initial contract term, and in any subsequent renewal periods. This includes NO allowance for fuel surcharges.

O. Termination With Cause/Default/Cancellation:

1. In the event that the Contractor shall for any reason or through any cause be in default of the terms of the contract, the City may give the Contractor written notice of such default by certified mail/return receipt requested. Unless otherwise provided, the Contractor shall have ten (10) days from the date such notice is received to cure the default. Upon failure to

cure the default, the City may immediately cancel and terminate the contract as of mailing date of the default notice.

2. Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work in process for which payment has been made.
3. In the event of violations of law, safety or health standards and regulations, the contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

P. Termination Without Cause:

1. The City may at any time, and for any reason, terminate the contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the Contractor by certified mail/return receipt requested.
2. In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for work satisfactorily completed, and accepted by the City, at the time of termination.
3. If the City terminates the contract, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work completed or in process for which payment has been made.

Q. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by the City and the Successful Bidder, in writing, and authorized by the City's Purchasing Agent or his designee. The City's standard method to modify contracts is issuance of a change order (purchase order).

R. Bidder Qualifications:

1. Experience:

Successful Bidder shall have at least THREE (3) years of experience in providing the services/goods detailed in this Invitation to Bid and the necessary resources to perform the services or provide the goods. Bidder's references shall demonstrate the capability, in all respects, to perform the work specified herein.

S. Audits:

The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to any resulting Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for the City.

T. Site Inspection:

Submission of a bid on this project shall imply that the Bidder has examined the sites of work upon which he is bidding and is aware of any existing and probable conditions under which he will be obligated to perform the work. Therefore, no extra charges will be allowed for failure of any Bidder to have examined the site. Bidders who wish to be shown the work sites may do so by contacting the Contract Administrator.

U. Signs, Traffic Control and Highway Permit:

If, in performance of this contract, work is required which is in or will affect the City's rights-of-way, then the bidder shall be responsible for the following requirements:

1. Bidder shall provide signing and traffic control as required by the City when working in City rights-of-way.
2. Bidder shall obtain a traffic control plan from the Department of Public Works, Traffic Engineering Division.
3. Bidder shall obtain a highway permit from the Development Service Center. The City shall waive the fee for the highway permit.

V. Miss Utilities:

Successful Bidder shall contact Miss Utilities a minimum of forty-eight (48) hours prior to excavation to have all existing underground utilities located. Successful Bidder shall be responsible for any damage to underground utilities during the performance of this contract.

W. Chemical Delivery:

MATERIAL SAFETY DATA SHEETS (MSDS): Shall be provided by Bidder at the time of delivery for each chemical and/or compound ordered. Payment will not be made on any chemical and/or compound received until the using agency receives current MSDS.

X. Product Labeling:

1. Hazardous Substances:

Bidder, by delivering "HAZARDOUS SUBSTANCES", as defined in the Code of Federal Regulation 29, Chapter XVII, Paragraph 1910.1200 and enacted by the Commonwealth of Virginia, certifies and warrants all items are properly labeled and all regulations have been complied with.

2. Non-Hazardous Substances:

Bidder shall mark and label all containers of chemicals in accordance with the Virginia Occupational Safety and Health Law and Standards.

Y. Company Personnel Standards:

1. Trained personnel who shall be qualified to properly maintain the landscaping shall perform maintenance. If any of the successful Bidder's personnel are not satisfactory in the performance of services to be furnished hereunder in a proper manner and satisfactory to the City, the Bidder shall remove any such personnel and replace them with satisfactory personnel.
2. Bidder shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The City retains the right to require the successful Bidder to halt all work activities until such conditions are resolved.

Z. Ownership of Work Product:

Any work performed under a contract resulting from this Invitation to Bid shall be deemed to be work made-for-hire and belongs exclusively to the City. The City retains the right to obtain and to hold in its own name copyrights, registrations, or such other protection as may be appropriate to the work performed, and any extension or renewals thereof. Successful Bidder shall assist the City, or the City's designee, in perfecting the rights herein above defined and shall charge the City for such assistance at successful Bidder's then current consultant rates.

Examples:

1. Artwork (logos, typesetting, plates, copy layouts)
2. Computer Software Development

3. Dies

AA. Compliance With Immigration Laws:

Contractor does not currently, and shall not during the performance of this contract, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

BB. Severability:

The provisions of this contract shall be deemed to be severable, and should any or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

CC. Waiver:

No failure of the City to exercise any right or power given to it by law or by this contract, or to insist upon strict compliance by contractor with any of the provisions of this contract, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the City's right to demand strict compliance with the terms of this contract.

DD. Integration:

This contract and any exhibits incorporated by reference in this contract constitute the final, complete, and exclusive written expression of the intentions of the parties, and shall supersede all previous communications, representations, agreements, promises or statements, whether oral or written, by any party or between the parties.

EE. Foreign And Domestic Businesses Authorized To Transact Business In The Commonwealth:

The Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall submit proof of such registration to the City. Additionally, the Contractor shall not allow its certificate of registration or authority to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Contract.

FF. Environmental Liability:

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any clean up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the City, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

GG. Exclusivity:

The City reserves the right to procure goods or services covered under this contract from a third party when, in the City's sole discretion, it is deemed to be in the City's best interest.

- III. SPECIFICATIONS:
SEE THE ATTACHED DOCUMENT TITLED: "SCOPE OF WORK".

SCOPE OF SERVICES: PRLS-11-0066

SPECIFICATIONS

These specifications and standards are to be utilized in the implementation and execution of this contract. The Contract Administrator per this contract is Christina Uperti, Operations Coordinator (telephone 757-385-4461).

CONTRACT FOR LANDSCAPE MAINTENANCE OF VIRGINA BEACH BLVD (FROM MEDIAN EAST OF RIDDLE ROAD TO NEWTOWN ROAD)

I. SCOPE OF WORK

- A. Contractor to furnish all labor, materials, and equipment as necessary to provide complete and continuous vegetative maintenance at all rights-of-way, landscape easements and roadway medians, and all other work connected thereto as specified below: The listed areas and attached spread sheets are estimates only. The contractor is responsible for maintaining all right of way areas at the submitted unit cost and at no additional cost to the City.

CONTRACT AREA	ESTIMATED ACRES
---------------	--------------------

VIRGINIA BEACH BLVD - FROM MEDIAN EAST OF RIDDLE ROAD TO NEWTOWN ROAD. Includes the following: - Corporate Park Lane Median - Residue area at North Lynnhaven Road - Malibu Drive Median - Caren Drive – 2 Medians - Lynnshores Drive between Bonney Road and Lampl Avenue - Stepney Lane – 2 Medians - Aragona Boulevard – 2 Medians - Railroad residue area between Lynnshores and Rosemont Road - Residue area at Euclid Road - Dead end Jeanne St. at Southgate Ave	41.4 Acres
--	-------------------

- B. In those instances where any type of fence is located within 10' of and parallel to the right of-way lines, the area inclusive of landscape beds will be maintained in accordance with the terms of this contract. Contractor is to exercise extreme caution when maintaining these areas.
- C. The length of each road to be maintained in accordance with the provisions of this contract will be determined by the beginning and ending location stated or to the last median of said road that extends beyond the beginning and ending location, whichever is greater. Spreadsheets are estimated quantities and contractor will be responsible for all areas specified within this contract.

II. WORK REQUIRED

Contractor at all of the above areas shall perform work as follows:

A. TRAFFIC CONTROL

All signage and traffic control devices shall be in place prior to commencement of work in accordance with Virginia Department of Transportation standards and specifications. Failure to comply will result in placement of a stop work order until discrepancies are corrected. A Right of Way Permit will be required with the fee being paid by the Contractor. The Contractor must furnish a copy of the Right-of-Way permit to the Contract Administrator prior to commencing work. A copy shall also be kept with all vehicles during the performance of this contract. All costs for traffic control, inclusive of equipment and signage, shall be the contractor's responsibility. Any changes in Federal, State or Local codes requiring additional traffic control shall be the contractor's responsibility and at no additional cost to the City.

B. LITTER REMOVAL

Remove all litter, inclusive of accumulated leaves and tree limbs, cigarette butts, glass, and all other debris from gutter pans, landscape beds, turf areas and all other areas prior to commencement of each mowing operation. All litter bags to be removed from the site at the end of each working day. Failure to perform this activity prior to mowing will result in a stop work order until litter activity is completed. **A \$100.00 fee will be assessed for each incident of cutting through litter or for leaving trash bags or tree limbs on site over night.**

C. TURF CARE

1. Mowing and Trimming

Turf shall be mowed to a uniform height of two (2) to three (3) inches using flail, reel, mulching, or rotary type mowers during the season of active growth, generally between mid-March and the third week of November. The Contract Administrator in his or her sole, exclusive, and unfettered discretion shall conclusively determine the season of active growth. Rough cutting and bush hogging will not be permitted. Turf shall be mowed as otherwise necessary to maintain a neat appearance. Cutting height shall not be below two (2) inches. Elimination of any mowing cycles or areas to be mowed shall be at the sole discretion of the Contract Administrator or his designee.

Mowing must be promptly accomplished for each location specified in its entirety once each 3.2 weeks (every 23 consecutive calendar days).

2. Mower height to be measured with mower on a flat, paved surface. A high quality of cut shall be provided, using mowers with sharp cutting edges. Mowing will be accomplished in such a manner as not to damage trees, tree mulch rings, shrubs, signs, or other appurtenances. Deflective guards shall be in place at all times during mowing operations.
3. Clippings shall be immediately (same day) removed from any roadway or walkway, tree mulch rings and bed areas promptly after each mowing. The Contractor shall remove excessive clippings in all grass areas immediately before proceeding to subsequent roadways. Failure to comply will result in a \$100.00 assessment per roadway for each violation.
4. Trimming around trees, shrubs, landscape beds, fence lines, guard rails, sign posts, utility poles, utility structures, and other improvements or structures shall be performed at each maintenance cycle uniformly throughout the entire contract area. Trimming shall be accomplished utilizing hand labor or mechanical devices (push mowers, string trimmers, etc.) in all areas not specifically approved for herbicide use. **Herbicide banding is permitted in the following locations only. Herbicide bandwidths shall not exceed six (6) inches.**
 - a. At the base of utility poles or utility boxes,

- b. At the base of fire hydrants,
- c. At the base of fence posts,
- d. At the bottom of **chain-link** fencing (herbicide band shall not encroach onto private property)
- e. At the base of guardrails and posts.

Any vegetation not cut by the mowing operation located adjacent to, above, or hanging over the curb line or overhanging any hard surface area must be trimmed during each mowing cycle. Trimming shall be done in such a manner as not to damage trees, shrubs, vehicles, and etc. or endanger motorist and pedestrians.

5. Bare Spot Restoration, Rut Repair

Bare spots shall be prepared and seeded utilizing turf species designated by Contract Administrator. Aerate and seed lightly in the loosened soil to provide shallow coverage without affecting the seed distribution pattern. Water as required until grass in the restored bare spots is established. Ruts shall be filled with approved topsoil to top of existing grade and seeded. Bare spots and ruts shall be considered fully restored when the grass has reached a height of three (3) inches for fescue, one (1) inch for Bermuda and coverage is complete, inspected, and accepted by a City representative. The Contractor shall provide approved topsoil. Work to be completed within one mowing cycle.

6. All basal suckers and water sprouts on tree trunks or trunk collars shall be removed every maintenance cycle, regardless of whether mowing activities occurred during any or all cycles. All suckers originating from stump remnants or roots, or otherwise protruding from the ground shall be removed each maintenance cycle. There shall be no additional charge to the contract cost for this activity.

7. Any damage shall be reported promptly to the Contract Administrator or his designee, and repairs promptly made upon his direction. The Contractor shall within one (1) maintenance cycle fully restore to preexisting conditions any damage (including herbicide damage) to turf areas, landscape beds, mulch rings or plants resulting from Contractor's execution of this contract, without cost to the City. The Contract Administrator may, at his sole discretion, require that complete or partial damage restoration (i.e. planting of ball & burlap plants, perennial bulbs/tubers, etc.) be completed during a specific season or time period for horticultural reasons. Contractor shall provide City with applicable correspondence regarding accidents.

D. HARD SURFACE WEED CONTROL

1. Use non-selective post-emergent and/or pre-emergent herbicides with a dye additive as necessary for expansion joints, gutter pans, drop inlets and cracks of hard surfaces. The Contractor shall remove all annual and perennial weeds that have died from herbicide treated areas. This activity

shall be accomplished each maintenance cycle.

E. CARE OF EXISTING SHRUBS, TREES, AND GROUND COVERS

Maintain plant materials in a healthy, growing condition by performing the following operations and other work incidental thereto:

1. Weeding

All tree mulch rings and landscape beds shall be maintained in weed free condition through the sole use of herbicides with a dye additive and hand labor. The Contractor shall ensure that there are no weeds remaining in the landscape beds or tree mulch rings, whether alive, dying or dead, upon completion of each maintenance cycle. At no time shall weed eaters be utilized in beds. Herbicide banding is strictly forbidden around tree mulch rings and landscape beds. The Contract Administrator, or his designee, has the right to require hand weeding in certain landscape beds at his/her sole discretion, where the use of pre-emergent or post-emergent herbicides would reasonably be expected to result in damage to landscape plants. The application of non-selective herbicides directly onto or over landscape plants, or within twelve (12) inches of landscape plants, or under conditions where off-target drift or leaching may occur, is strictly prohibited. Weeding shall be accomplished every maintenance cycle. **At no time are herbicides to be used in ground cover beds. All ground cover beds are to be hand weeded.**

2. Pruning

NOTE: Applies to all trees up to 8" caliper, measured 12" from the ground. Larger trees are to be maintained under separate contract. Pruning shall be completed within two mowing cycles unless the Contract Administer, or his designee, determines that an immediate hazard exists, in which case pruning shall be completed within one maintenance cycle. A \$50.00 fee shall be assessed for each additional day beyond the second maintenance cycle for uncompleted pruning.

- a. Prune deciduous trees in accordance with:
 - 1) ANSI A-300 Standards for pruning, and
 - 2) ANSI Z133.1 Standards for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush – safety Requirements, most recent edition.
- b. Prune evergreen trees in strict accordance with:
 - 1) ANSI Standard A-300 for pruning.
 - 2) ANSI Z133.1 Standards for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush – safety Requirements, most recent edition.
- c. Prune shrubs as directed. Pruning shall be completed in appropriate

season as not to remove fruit or blooms.

- d. Remove all dead and damaged branches back to branch collar.
- e. Ground cover pruning methods and activity schedules shall be completed as directed.
- f. Remove all materials and debris from pruning from the site promptly after each pruning.

3. Mulching

- a. All shrub, tree, and ground cover beds and tree mulch rings shall be maintained with a four (4) inch dressing of shredded hardwood mulch throughout the contract period. All shrub, tree, and ground cover beds and tree mulch rings shall be redefined by edging and freshly dressed with a two-inch layer of shredded hardwood mulch once annually during the winter season (December 1 – February 28), or as otherwise ordered by the Contract Administrator or his designee. Tree mulch rings shall be in accordance with attached diagram and be of uniform depth (saucer shaped), and shall not come in contact with the trunks of trees (maintain two-inch radial clearance from trunk). Volcano shaped tree mulch rings are strictly prohibited. Edge beds with bed edger or flat shovel. Remove and dispose of excess soil from edging operations. The depth of mulch in shrub, tree and landscape beds shall not exceed four-inches. The Contract Administrator or his designee may direct the Contractor to remove and dispose of excess mulch as needed to maintain the required four-inch depth on tree mulch rings. A sample of mulch that is to be utilized must be submitted to the Contract Administrator for approval before beginning mulch applications. All mulch and edging work shall be completed within two (2) maintenance cycles of order.

F. APPLICATION OF CHEMICALS

All herbicides used for vegetation control purposes, shall be applied by a Virginia Certified Pesticide Applicator or Registered Technician working under the direct supervision of a Virginia Certified Pesticide Applicator, holding current certifications in all required categories (Rights-of-Way, Turf, Ornamentals), issued by the Virginia Department of Agriculture and Consumer Services, during the contract period. The Contractor shall maintain a valid permit for the duration of this contract. Violations of any federal, state or local codes and regulations concerning pesticide use and application shall constitute grounds for termination of this contract. The Contract Administrator, or his designee must approve all herbicides prior to application. In addition, the Contractor shall furnish the City with a Pesticide Applicator's Business License as required by the Commonwealth of Virginia and provide copies of current employee pesticide applicator permits, prior to contract execution.

G. REPLACEMENT OF DAMAGED PLANTINGS AND OTHER PROPERTIES

The Contractor shall be responsible for the replacement of any plantings or other properties, whether privately or publicly owned, that may be damaged due to improper performance of designated maintenance activities. In such case, the Contract Administrator shall specify when replacement is to be made. Any costs for testing of plants damaged or suspected of being damaged by pesticides shall be paid by contractor.

- H. All Contractor employees or personnel working under the direction of the Contractor in the execution of this contract must be fully clothed and wear all safety apparel or equipment as required by federal, state and local laws and regulations.

III. SCHEDULE OF VALUES AND PAYMENT

- A. The successful bidder shall submit a Schedule of Values (Attachment 1) for the work to be performed under this contract. The cost of the items on the Schedule of Values shall be the determining factor on the total bid price. For each and every cycle of work, the City reserves the right to order full or partial activities as itemized in the Schedule of Values, and to delete any or all items of work for any or all individual roads. By submitting its bid and accepting this Contract, Contractor acknowledged and agrees that it is has not been guaranteed that all or any portion of the projected activities or cycles will be ordered by the City. The City further reserves the exclusive right to establish all start and shutdown dates in its sole discretion.
- B. The contractor shall submit to the City, after each cycle has been completed and all roadways inspected with discrepancies corrected, a statement of work performed claiming the dollar value of that work in accordance with the Schedule of Values. If a roadway was started and not completed at the end of the cycle, the statement of work performed will be credited to that cycle, PROVIDED that the roadway is more than fifty percent complete. If the roadway is less than fifty percent complete, it will be considered incomplete for that cycle and statement of work moved to the next mowing cycle with payment made upon completion of the subsequent mowing cycle. Roadways not started within a mowing cycle must be completed at the beginning of the next mowing cycle. The Contractor shall be paid only for the work actually completed. The City shall make payment of monies earned within twenty (20) days after receipt of the statement.
- C. The Schedule of Values shall contain the following categories and items for each of the work areas.
 - 1. Litter Control - all areas
 - 2. Turf Maintenance - all activities as specified
 - 3. Tree, shrub, and groundcover beds - as specified
For all activities
 - 4. Hard Surface Weed Control
 - 5. Mulch

IV. GENERAL CONDITIONS

A. Contractual Disputes

If the Contractor has a claim against the City, whether for money or other relief, the Contractor shall give written notice of intent to file a claim within 48 hours of the occurrence on which the claim is based, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the Contractor shall submit an invoice for final payment within ten working days after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the Contract Administrator shall make a decision regarding the resolution of claims. Under no circumstances may the Contractor suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the Contractor shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the City.

B. Inclement Weather/Holidays

In the event of inclement weather during a cycle, the maximum allowable rain days will be three. In the event of severe weather such as a tropical storm, hurricane or northeast storm, additional rain days may be granted at the discretion of the Contract Administrator. All requests for rain days must be submitted in writing at the cycle end date. The contract requires that a cycle length be every twenty three-calendar days. Therefore, weekends worked will be considered when granting cycle extensions. The City recognizes Memorial Day, 4th of July, Labor Day and Thanksgiving Day (if applicable) and will extend the cycle accordingly. All rain days and holidays granted by the Contract Administrator shall be time extensions only, and shall not entitle the Contractor to any additional compensation for any reason whatsoever. The Contractor assumes all risk of loss or additional costs caused by or in any way relating to weather.

C. Indemnification

1. The contractor agrees to indemnify and save harmless the City from and against all claims, damages, losses and expenses (including attorney fees) arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefore, and (b) is also caused in whole, or in part, by any act of omission of the Contractor, or subcontractor, anyone directly or indirectly employed or controlled by anyone.
2. In any and all claims against owner, his agent or employees, by any employee of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or any for whose acts any one or more of them may be liable, the

indemnification obligation of the Contractor hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workman's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Virginia, or any other state or any insurance policy.

D. City Work Crews

In the event that funding is not available or the Contractor is unable to perform the work specified, or if the Contract Administrator deems it necessary, the City reserves the right to perform any of the activities listed in this contract with City equipment, supplies and personnel without compensation to the Contractor.

E. Right-of-Way Defects

Every mowing cycle, the Contractor shall inspect the entire roadway for any holes, cave-ins, or depressions in turf-grass or mulched areas; disease and insect infestations; broken off or bent signs; buckled, broken, or sunken sidewalks; eroded areas; or any other defect or hazard. Contractor shall promptly (same day) notify Landscape Management of such hazards or defects.

F. Maintenance Work Schedule

Contractor shall supply the City with a written work schedule to indicate normal starting time for its operation and completion time. For the purpose for this contract, workdays shall include Saturdays unless it is a recognized National holiday. The contractor shall not be permitted to work on Sundays. If weekends are scheduled, the contractor shall fax the City that Friday morning the time, location and schedule of work.

G. Inspections

- (1) Each weekday morning prior to 8:30 a.m., the Contractor shall call, email or send a fax to the assigned Landscape Inspector indicating the location and work being performed that day. There shall be no weekend inspections under any circumstances. All calls for inspection made after 12:00 p.m. (noon) on a Friday, or on a Saturday, Sunday or Holiday, shall be deemed to have been made on the next weekday morning on which an inspector is actually available, and the Contractor shall bear all risks relating to the passage of time between contractor's alleged completion of work and/or its request for inspection and the next weekday on which an inspector is actually available. The status of the work as of the next available inspection day shall govern whether the work is deemed completed or deficient;
- (2) When a road is completed, the Contractor shall contact the assigned Landscape Inspector for an inspection of the area. The Landscape Inspector shall advise the Contractor of any discrepancies. The Contractor shall take whatever action necessary to correct the discrepancies within **two working days** and contact the Landscape Inspector for a second inspection. Where the contractor has failed to complete certain portions of a cycle of work, and has been given notice to correct the

discrepancy and has failed to complete the work (either because the allotted contract time for correction has passed or a second inspection reveals that the work remains incomplete), the Contract Administrator or his designee, at his/her sole discretion, may either delay commencement of the next cycle pending completion of the incomplete work (plus imposition of inspection fees and liquidated damages), or deduct the line item value of the work not completed from the payment for the current cycle (plus inspection fees and liquidated damages), and allow the contractor to commence the next cycle notwithstanding its failure to complete all portions of the current cycle. In either event, if the work remains incomplete past the second inspection or the expiration of time for a second inspection, the Contractor will be notified and a twenty-five (25) dollar reinspection fee will be charged for a third inspection. If on the third inspection, the work remains incomplete, the Contractor will have defaulted and shall be assessed liquidated damages in the amount of one-hundred (100) dollars. A twenty-five (25) dollar fee per day shall be assessed until the discrepancies have been corrected. After the third inspection, the City also reserves the right to have a second contractor complete the incomplete work and back-charge the contractor for those costs.

H. Contract Commencement

This Contract shall commence on or about April 1, 2011. The City reserves the exclusive right to establish the start-up date. The Contractor shall be provided a minimum fourteen (14)-calendar day advance notice prior to the start-up date.

I. Renewal

This shall be a twelve month contract expiring March 31, 2012 with four renewable one-year options. The renewal shall be at the same unit cost and upon mutual agreement of both parties. Both parties shall agree or disagree in writing 90 days prior to the expiration of the original contract or the first renewal year.

J. Company Personnel Standards and Resource Commitment

Only qualified personnel shall supervise and perform landscape maintenance services in this contract. If in the City's sole discretion any of the Contractor's personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the Contractor shall, upon notice from the City, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Contract Administrator may require replacement of Contractor's supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. **There shall be at least one employee on each crew that speaks fluent English.**

The Contractor shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive

to pose any liability to the general public as well as any activity to be construed as a nuisance. The City retains the right to require the Contractor to halt all work activities until such conditions are resolved. Contractor's failure to resolve any and all conflicts to the satisfaction of the Contract Administrator shall be considered a breach of contract, and subject to termination.

The Contractor shall submit with the bid a list of equipment and manpower resources to be utilized in the execution of this contract. Such equipment and manpower shall be maintained during the performance of this contract.

K. Cycle Reduction

The City of Virginia Beach reserves the right to add or delete activities or cycles either partial or in full due to drought or other environmental conditions, or at the direction of the contract administrator. In no instance is the Contractor guaranteed that all cycles and activities will be ordered.

L. Invoicing

After each cycle, the contractor shall submit to the City and invoice for the work performed during the preceding cycle, claiming the dollar value of that work in accordance with the Bid Pricing. For work items partially completed, the contractor shall be paid for the percentage of the work actually completed.

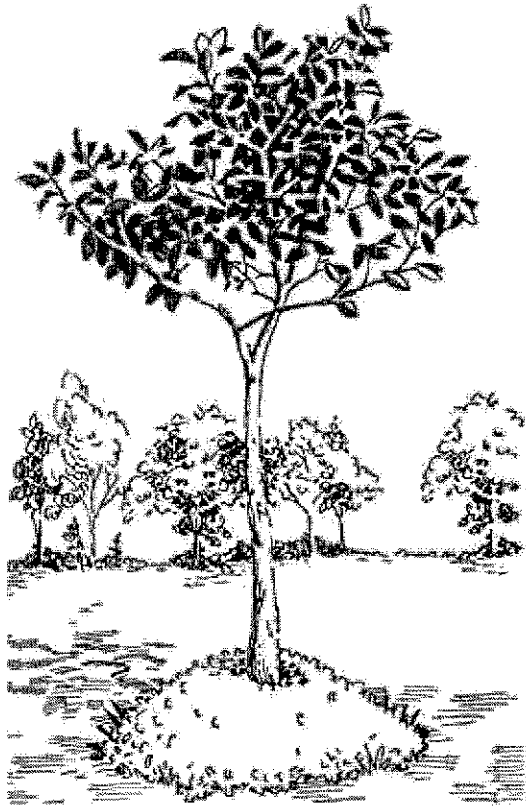


Figure 1: INCORRECT TREE MULCH RING



Figure 2: CORRECT TREE MULCH RING

SCHEDULE OF VALUES

ROADWAY: Virginia Beach Blvd
ESTIMATED ACREAGE: 41.4

Activity	Unit	Estimated No. of Units	Cost per Unit	Cost per Cycle	No. Cycles FY 4/1/11-6/30/11	Total FY 2011	No. Cycles FY 7/1/11-3/31/12	Total FY 2011-12
LITTER CONTROL								
TURF MAINTENANCE								
1. Mowing and Trimming	acre	41.4 x	=	x	4 =		7 =	
		31.9 x	=	x	4 =		7 =	
3. Bare Spot Restoration & Rut Repair	sq. ft.	2000 x	=	x	1 =		0 =	
HARD SURFACE MAINTENANCE								
1. Weed Control	acre	7.6 x	=	x	4 =		7 =	
TREE, SHRUB, & GROUND COVER MAINTENANCE								
1. Weed Control	sq. ft.	60847 x	=	x	4 =		7 =	
2. Pruning	each	655 x	=	x	0 =		1 =	
a. Trees to 5' Caliper or to 12-14' if Multi-Stem	each	2478 x	=	x	0 =		1 =	
b. Shrubs	each	5304 x	=	x	0 =		1 =	
c. Groundcover	sq. ft.	375 x	=	x	0 =		1 =	
3. Mulching	cu. yd.	218 x	=	x	0 =		1 =	
a. Mulch Removal/Disposal/Tree Mulch Ring	each	0 x	=	x	1 =		0 =	
4. Edging	cu. yd.							
TOTAL								
TOTAL								

UPDATED: 2/28/2011

ANNUAL TOTAL _____