

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: APRIL 25, 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.
PRAP-11-0068
CLOSING DATE
MAY 18, 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 PHASE II RENOVATIONS TO THIRTEEN (13) SCHOOLS PLAYGROUNDS AT TEN (10) SITES.		
		TOTAL BID PRICE:		\$
		BRIAN PHELPS, P & R ADMIN		

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. Cost Data and Subcontractor's Data Sheets;
 - c. References;
 - d. Bid Bond in the amount of 5% of total bid;
 - e. Completed Woman, Service Disabled Veteran & Minority Participation Plan; and
 - f. 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:

Brian Phelps
P & R/Design & Development
(757) 385-1319

M. Pre-Bid Conference:

A pre-bid conference will be held at Princess Anne Executive Park, 2388 Court Plaza Drive, Virginia Beach, VA, on May 4 at 10:00 a.m., to answer any questions regarding this Invitation to

Bid. Any changes affecting responses to this Invitation to Bid will be formally addressed by the Issuing Office via addenda. Attending this conference is not mandatory, but is advisable. After the pre-bid conference, please direct all questions by phone to the Contract Administrator.

N. References:

Bidder shall submit with the Bid a minimum of FIVE (5) references for whom Bidder has performed playground installation. 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.

O. 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 _____

P. 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.

Q. Delivery:

1. Equipment:

All equipment shall be delivered on ground, to the identified sites located throughout the City of Virginia Beach, VA.

R. Acceptance of Equipment:

Invoicing period shall commence from the date the City accepts equipment, as evidenced by City's records rather than commencing on the date equipment is delivered from vendor

S. Manufacturer/Model:

Unless otherwise specified, Bidder shall bid on the manufacturer's current production year and/or most current model of the vehicle/equipment being bid.

T. Warranty:

Warranty period shall commence when equipment is actually placed into service, as evidenced by City's records rather than commencing on delivery. Additional warranty information is located in the Specifications and shall be strictly conformed to.

U. 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.

V. 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. The warranty requirements found in the Bid Specifications shall serve as a minimum to be provided.

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. Bonds:

a. Bid Bond:

Bidder shall provide an **original** bid bond of not less than five (5%) of the amount of bid. If the bid bond is not submitted with the Bid package, the Bid shall be considered non-responsive.

b. Performance Bond:

Successful Bidder shall provide a performance bond in the sum of the contract amount. The performance bond shall ensure Bidder's faithful performance in strict conformity with the contract.

c. Payment Bond:

Successful Bidder shall provide a payment bond in the sum of the contract amount. The payment bond shall ensure protection of and prompt payment to any claimants who supply labor or furnish materials to the prime contractor or any subcontractor.

Each of the bonds required above shall be payable to the "Treasurer, City of Virginia Beach." Bonds shall be executed by one or more surety companies selected by Bidder which are legally authorized to do business in the State of Virginia. With the exception of the Bid Bond, each of the above bonds shall be maintained through the term of the contract and any extensions.

3. 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. 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.

N. 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.

O. 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).

P. Bidder Qualifications:

1. Experience:

Successful Bidder shall have at least FIVE (5) 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. Company Personnel Standards:

1. Only trained personnel shall be used who shall be qualified to properly perform the required work. 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.

X. Acceptance:

Prior to acceptance of the equipment, the Contract Administrator or designated appointee will conduct a walkthrough of the playground with the successful Bidder, noting items which need to be corrected. The successful Bidder shall have fourteen (14) working days from the inspection to correct any discrepancies.

Y. Conflict of Interest - Asbestos Abatement:

1. It is considered a conflict of interest to have an employee/employer relationship with an asbestos project monitor working on a project performed by the asbestos contractor or asbestos RFS contractor, or a financial interest in the firm of which the project monitor is an employee.
2. It is considered a violation of the Virginia Asbestos Licensing Regulations for the successful Bidder to have a financial interest with a laboratory utilized by the successful Bidder for asbestos sample analysis. The successful Bidder is still responsible for performing personal monitoring of his employees per OSHA requirements in 29 CFR 1926.58, Subpart F.
3. It is considered a conflict of interest and a violation of the Virginia Asbestos Licensing Regulations for an asbestos successful Bidder or asbestos RFS contractor to enter into a contract to perform an asbestos project if the inspection or project design was performed by individuals employed by, compensated by or financially affiliated with the asbestos successful Bidder or asbestos RFS contractor without providing a disclosure form supplies by the Department disclosing the asbestos successful Bidder's or asbestos RFS contractor's relationship with the inspector, RFS inspector or project designer.

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: "SCHOOL PLAYGROUND SURFACING/RECONFIGURATION AND DRAINAGE RENOVATIONS PHASE II".

Woman, Service Disabled Veteran and Minority Owned Business Participation Plan

- A. Good-Faith Minority-Owned, Service Disabled Veteran-Owned and Woman-Owned Business Participation Efforts:
1. It is the policy of the City of Virginia Beach to encourage the participation of minority-owned, service disabled veteran-owned and woman-owned businesses in city procurement activities. In furtherance of this policy the City adopted sections 2-224.1 through 2-224.8 of the City Code on February 28, 1995 (commonly referred to as the "Minority Procurement Ordinance"). **City Council amended sections 2-224.1 through 2-224.8 of the City Code on April 4, 2006, and sections 2-224.1, 2-224.3, 2-224.4, 2-224.5, 2-224.6, 2-224.7, 2-224.8, and 2-224.11 on June 23, 2009.**
 2. Pursuant to Section 2-224.3, in order for a bid to be given further consideration, the bid must contain a Woman-owned, Service Disabled Veteran-owned and Minority –owned Business Participation Plan setting forth at a minimum:
 - a. The good faith minority-owned, service disabled veteran-owned and woman-owned business participation efforts which the bidder has undertaken in the past two years;
 - b. Whether the contractor intends to utilize any subcontractors;
 - c. What, if any, woman-owned, service disabled veteran-owned and minority-owned subcontractors the contractor intends to utilize;
 - d. The work to be performed by each woman-owned, service disabled veteran-owned and minority –owned subcontractor;
 - e. The anticipated amount or percentage to be paid to each woman-owned, service disabled veteran-owned and minority-owned subcontractor;
 - f. The composition of the contractor's workforce, specifically indicating the percentage of woman, service disabled veteran and minority employees in their company;
 - g. The percentage of woman, service disabled veteran and minority employees in management positions, supervisory positions, professional positions, and non-professional positions;
 - h. What steps the contractor has taken to solicit subcontracting bids from woman-owned, service disabled veteran-owned and minority-owned subcontractors;
 - i. Which woman-owned, service disabled veteran-owned and minority-owned businesses the contractor has solicited;
 - j. If the contractor has elected not to utilize a woman-owned, service disabled veteran-owned or minority-owned subcontractor, an explanation of the decision; and
 - k. Any additional Good-faith Minority-owned, Service Disabled Veteran-owned and Woman-owned Business Participation Efforts the contractor intends to make in connection with the contract.
 - l. If, in the statement submitted in response to subsections (a) through (k), Bidder or [Offeror] indicates that it has not undertaken any good faith minority-owned, service disabled veteran-owned and woman-owned business participation efforts in the past and/or does not intend to undertake any such efforts in connection with the

performance of this contract, Bidder or [Offeror] must also submit a statement setting forth the reasons why it has not undertaken such efforts in the past and/or does not intend to undertake them in connection with the performance of this contract.

m. **Failure to submit a Woman-owned, Service Disabled Veteran-owned and Minority-owned Business Participation Plan with the bid or proposal may result in the bid or proposal being declared non-responsive.**

3. The successful contractor shall update his Woman-owned Service Disabled Veteran-owned and Minority-owned Business Participation Plan prior to the execution of the contract with the City.
4. Prior to final payment, each contractor shall submit a report documenting its efforts undertaken in compliance with its final Woman-owned, Service Disabled Veteran-owned and Minority-owned Business Participation Plan. A contractor will not receive final payment under a contract until he submits documentation of actual woman-owned, service disabled veteran-owned and minority-owned business participation efforts as described in this section. The report shall include, at a minimum:
 - a. A statement of whether any subcontractors were utilized;
 - b. A list of all woman-owned, services disabled veteran-owned and minority-owned subcontractors utilized;
 - c. A brief description of the work performed by each woman-owned, service disabled veteran-owned, and minority-owned subcontractor;
 - d. The amount paid to each woman-owned, services disabled veteran-owned and minority-owned subcontractor; and
 - e. Any additional Good-faith Woman-owned, Minority-owned and Service Disabled Veteran-owned Business Participation Efforts the contractor made in connection with the contract.
5. For contracts with a stated time of completion that is 365 calendar days or less, the contractor shall submit the report required in section 4 at the time of request for final payment. For contracts with a stated time of completion of that is greater than 365 calendar days, the contractor shall submit the required report on an annual basis calculated from the date of execution of the contract.
6. For purposes of this section, the following definitions shall apply:
 - a. Good Faith Minority-owned, Service Disabled Veteran-owned and Woman-owned Business Participation Efforts: The sum total of efforts by a particular business to provide for the equitable participation of minority, service disabled veteran-owned and woman employees and subcontractors in the operations and contracts of such business.
 - (1) For past efforts, this sum total shall be comprised of the record of woman-owned, services disabled veteran-owned and minority-owned business participation over the past two (2) years through employment, retention, and promotion; subcontracting or joint ventures in the private section; or a combination thereof.

- (2) In connection with the performance of this city contract, "good faith efforts" shall mean those measures which are proposed to allow equitable participation of woman service disabled veteran and minority employees and subcontractors.
- b. **Minority-owned Business:** A business or other entity that is at least fifty-one (51) percent owned and controlled by one or more socially or economically disadvantaged person(s). For purposes of this definition, the term "control" shall mean exercising the power to make policy decisions and being actively involved in day-to-day management. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons include, but are not limited to, African American, Hispanic Americans, Asian Americans, Eskimos, and Aleuts.
- c. **Woman-owned Business:** A business or other entity that is at least fifty-one (51) percent owned and controlled by a woman or women. For purposes of this definition, the term "control" shall mean exercising the power to make policy decisions and being actively involved in day-to-day management.
- d. **Service disabled veteran business:** A business concern that is at least 51% owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans. "Service disabled veteran" shall mean a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veteran Affairs.



CITY OF VIRGINIA BEACH

WOMAN, SERVICE DISABLED VETERAN AND MINORITY PARTICIPATION PLAN

BID Number: PRAP-11-0068

Pursuant to section 2-224.3 [2-224.5] of the Virginia Beach City Code, bidders must submit a Woman, Service Disabled Veteran and Minority Participation Plan. Failure to submit a complete Woman, Service Disabled Veteran and Minority Participation Plan, answering all questions set forth below, may result in the bid being declared nonresponsive.

(1) Do you intend to utilize any subcontractors in connection with this project? _____

(a) Please list and identify *all* of the subcontractors that you intend to utilize in connection with this project on the form attached at the end of the participation plan.

(b) What woman-owned, service disabled veteran-owned and minority-owned subcontractors do you intend to utilize? If none, please so indicate.

(c) If you intend to utilize any woman-owned, service disabled veteran-owned and minority-owned subcontractors, what work will be performed by each woman-owned, service disabled veteran-owned and minority-owned subcontractor? If none, please so indicate.

(d) If you intend to utilize any woman-owned, service disabled veteran-owned and minority-owned subcontractors, what is the anticipated amount or percentage to be paid to each woman-owned, service disabled veteran-owned and minority-owned subcontractor?

(2) Workforce Composition

(a) How many employees do you have? _____

(b) What percentage of your employees are women? _____

(c) What percentage of your employees are minorities? _____

(d) What percentage of your employees are service disabled veterans? _____

(e) What percentage of your female employees are in management positions? _____

(f) What percentage of your minority employees are in management positions? _____

(g) What percentage of your service disabled veteran employees are in management positions?

(h) What percentage of your female employees are in supervisory positions? _____

(i) What percentage of your minority employees are in supervisory positions? _____

(j) What percentage of your service disabled veteran employees are in supervisory positions?

(k) What percentage of your female employees are in professional positions? _____

(l) What percentage of your minority employees are in professional positions? _____

(m) What percentage of your service disable veteran employees are in professional positions? _____

(n) What percentage of your female employees are in nonprofessional positions? _____

(o) What percentage of your minority employees are in nonprofessional positions? _____

(p) What percentage of your service disabled veteran employees are in nonprofessional positions? _____

(3) What steps have you taken to solicit subcontracting bids from woman-owned, service disabled veteran-owned and minority-owned subcontractors? If none, please so indicate.

(4) Which woman-owned, service disabled veteran-owned and minority-owned businesses have you solicited?

(5) If you have solicited any woman-owned, service disabled veteran-owned and minority-owned businesses and elected not to utilize the woman-owned, service disabled veteran-owned or minority-owned businesses you solicited, why did you elect not to utilize the woman-owned, service disabled veteran-owned or minority-owned businesses you solicited?

(6) What additional good-faith minority-owned, service disabled veteran-owned and woman-owned business participation efforts do you intend to make in connection with this contract? If none, please so indicate.

(7) What good-faith minority-owned, service disabled veteran-owned and woman-owned business participation efforts have you undertaken in the past two years? If none have been undertaken, so indicate and include a statement explaining why you have made no good-faith minority-owned, service disabled veteran-owned and woman-owned business participation efforts in the past two years.

This form and information is to be submitted by the prime Contractor with the bid proposal. Upon completion of the Contract, the prime Contractor shall forward a final listing of all subcontractors, with their name, telephone number, dollar amount subcontracted, and the type of product or services provided.

Revised
02/12/2010

SCHOOL PLAYGROUND SURFACING/RECONFIGURATION AND DRAINAGE RENOVATIONS PHASE II

Contractor will be responsible for supplying and installing all necessary materials and equipment needed to install a drainage system and replace the borders and surfacing material for 13 existing playgrounds located on 10 school sites in the city of Virginia Beach. Storage of materials and equipment for construction/renovation will be the responsibility of the successful contractor. The material to be installed at the sites **will not** be secured or protected by the City until final approval.

Contractor to remove and dispose of all excavated fill materials, playground mulch and timber borders from the school playground sites. Areas where material has been removed are to be graded uniformly. If unsure of item removal please contact the Contract Administrator, or his designee.

General Requirements:

1. The contractor will remove and dispose of the existing timbers and playground mulch and excavated material.
2. The contractor will install new playground borders based on the new configuration shown on the attached plans.
3. The contractor will excavate an additional 4" below the sub-base within the borders and will install a dry well as shown on attached plans. Making sure to grade the sub-base at a minimum slope of 1.5% towards the dry well.
4. See attached plans for site details.

Timber Borders:

1. Each existing playground is to have new 8" x 8" pressure treated timbers (top edges to be routed with a 3/4" radius) The playgrounds are to have 6" wide entrances or as specified on site plans. Wood timbers to be secured by drilling and installing 3/4" x 30" rebar, 4 foot on center or a minimum of two per timber. See attached plans for site and normal installation descriptions.
2. When playgrounds are located on sloped grounds, the top edge of timbers on the higher side of the site shall extend at least 1" above finish grade. The top of the timber on the lower slope shall, if necessary, be 7" above finish grade. Should additional layers of timbers be required in order to maintain slopes of 1:16 for accessible routes within borders and 1:48 for ADA maneuvering spaces, the contractor shall notify the construction manager prior to the installation.
3. **Note: Some school playground sites have either a concrete walk border or a plastic timber border system. These sites will not require the 8x8 wood timbers. (see attached site plans)**

Layout:

1. The existing school playground borders have been re-configured and are shown on the attached plans. Adjustments may be made in the field only after they have been approved by the contract administrator. Where possible a spacing of 6' separating play equipment and wooden timber is preferred.

Drainage requirements:

1. Each site demands that the inner area of the existing playground shall have 4" of material excavated and graded, maintaining a 1.5 % slope toward a newly installed dry well. A layer of filter fabric shall then cover the space enclosed by the timbers. A 4" layer of #57 stone shall then cover the area enclosed by the timbers and then another layer of filter fabric will be installed over the entire enclosed playground area prior to installing the wood fiber mulch. **(see drawing details).**
2. It is the responsibility of the contractor to provide for Erosion and Sediment Controls and tree protection. Prior to installation of the playground drainage system.
3. The contractor is responsible for rectifying any of the grounds or facilities that are damaged during construction by its employees or subcontractors. Contractor is responsible in making sure that the playground borders, walkways or any other park improvement does not interfere with the natural site drainage topology. If a drainage issue is created the contractor must rectify this issue at his cost and shall follow the guidelines stated in section "Acceptance". Temporary erosion fencing shall be installed around the perimeter of the work site. The contractor is responsible for contacting Miss Utility and having site utilities identified prior to construction. The contractor is responsible for securing all necessary permits prior to construction. Daily cleanup during construction and installation is mandatory. Appropriate security fencing and signage shall be installed by contractor to restrict use of play equipment until it has been accepted by the Contract Administrator, or his designee.
4. The contractor, upon written notice that a purchase order has been issued, will have 100 calendar days to complete the school playground sites. Inclement weather days will be identified by the contractor to the Contract Administrator, or his designee as they occur, and be added to the completion period. Failure to complete this project within the time frame may result in the City of Virginia Beach pursuing liquidated damages.

Wood Fiber Playground Surfaces:

1. The contractor shall install new wood fiber as described below:
2. The wood fiber playground surface material shall meet the requirements of the ASTM PS 83 Provisional Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
3. The wood fiber playground surface shall consist of material manufactured from virgin North American hardwoods such as Oak, Maple, Ash, Poplar, Hickory, Beech, Birch or Locust. The wood fiber product shall not contain bark matter, soil, leaves, twig matter, sawdust or any other contaminants which may hasten decomposition. The wood fiber product shall be free of any chemical treatment or additives.
4. The wood fibers shall be randomly sized, approximately ten (10) times longer than wide and shall meet the following gradation requirements (using ASTM C 136):

<u>Sieve Size</u>	<u>Percent Passing</u>
	<u>Passing by Weight, %</u>
3/4 inch	100 plus/minus 0%
3/8 inch	86 plus/minus 12%
No. 4	53 plus/minus 9%
No. 10	16 plus/minus 2%
No. 60	2 plus/minus 1%
No. 200	0.1 plus/minus 0%

The material shall have dimensions such that ninety-eight percent (98%) of the wood fibers shall not exceed 4.00 centimeters in length, 1.30 centimeters in width and 3.25 centimeters in depth.

5. The coefficient of permeability shall be greater than 0.6 cm/sec (ASTM D 2434) and moisture absorption shall be no greater than one-hundred-fifty percent (150%) by weight.
6. The wood fiber material shall not ignite and burn with a self-sustained flame at a rate greater than 0.1 inches per second along its major axis in accordance with testing methods described in 16 CFR 1500.44 of the Federal Hazardous Substances Act Title 16, Chapter II, Subchapter C for rigid and pliable solids.
7. The wood fiber shall pass the test using apparatus and methods of testing described in 16 FR part 1630 Standard for Surface Flammability of Carpets And Rugs (FF1-70), Modified procedure (NOT OVEN DRIED).

8. The wood fiber material shall not exceed the recommended 200g's surface impact guideline established by the Consumer Product Safety Commission for a surface of twelve inches (12") deep at a drop of twelve feet (12'). Specifications defined by Playground Surfacing Material ASTM F1292 and F355 Procedure C.
9. The Contractor shall submit certification of the above requirements for each shipment delivered to site.
10. The following manufacturers produce wood fiber products which meet our specifications:
 - a. Woodcarpet; Zeager Brothers, Inc., (800) 346-8524 or (717) 944-7481
 - b. Fibar Systems; The Fibar Group, (800) 342-2721 or (914) 273-8770

The above listing is not intended to restrict the Contractor from using other vendors/manufacturers producing a wood fiber product fully meeting specification requirements.

11. Depth of mulch shall be as specified by manufacturer of playground equipment. Place mulch in sufficient quantity so that final **compressed depth is minimum 8"**. Roll or tamp as necessary to compress.

Concrete Walks:

1. Concrete walks: are to be installed at the school playgrounds. (see drawings for construction details and locations)
- 2.

Prior to installation, contractor to layout in the field and have Contract Administrator, or his designee approve location of walks.

3. Walks shall adhere to ADA accessibility standards. The walks shall not have a running slope greater than 1:20 and a cross slope greater than 1:50.
4. Concrete Walks: Contractor to excavate 10" of soil and compact subsurface prior to installing a 6" aggregate base (Type I Size 21A or B). A 6" layer of class A3 fiber reinforced concrete shall then be poured. Existing or new walks to be separated by pre-molded fiber strip expansion joints. Additional expansion joints are to be placed in not greater than 50' intervals. False joints are to be troweled in at 5' intervals. Concrete shall be finished by floating, troweling to a smooth non-slip finish and lite brushing. All outer edges and joints shall be finished to a 1/4" radius. (See attached detail sheet for playground entrance ramps, walks and Slab). The end of the playground entrance is to be installed to provide a descending transition for the wood fiber to overlap the end of the concrete walk, which will be 6' wide at the playground entrance. (See attached construction detail sheets)

The Approximate linear Feet of Concrete Walks are shown on the attached site plans.

NOTE: CONTRACTOR SHALL STAKE OUT LOCATIONS OF PROPOSED PLAYGROUND BORDERS, WALKWAYS & ANY IMPROVEMENTS FOR CITY APPROVAL PRIOR TO BEGINNING CONSTRUCTION. PLEASE CONTACT BRIAN PHELPS (DESIGN AND DEVELOPMENT DIVISION) AT 385-1319

Site Grading & Lawn Establishment:

Description of work

1. Successful bidder shall provide all materials, equipment and labor necessary for placing topsoil, fine grading and lawn establishment for all parks listed in this bid document as shown on the drawings or inferable there from and/or as specified in accordance with the requirements of the Contract Documents.
2. These specifications include standards necessary for and incidental to the execution and completion of lawn establishment, including addition of topsoil, fine grading, and establishment of lawn area seed as indicated on the prepared drawings and specified herein.
3. During construction, protect all turf, trees, shrubs, and other specified vegetation, site features and improvements, structures and utilities specified herein and/or on prepared drawings. Removal or destruction of existing turf or plantings is prohibited unless specifically authorized by the Contract Administrator, or his designee.

Related documents:

1. Section 02930 – EXTERIOR LANDSCAPE PLANTING.
2. *Virginia Work Area Protection Manual*. Virginia Department of Transportation, Traffic Engineering Division, Work Zone Safety Coordinator, 1401 East Broad Street, Richmond, VA 23219.
3. *Professional Excavators' Manual*. Miss Utility of Virginia, 204 Rivers Bend Boulevard, Chester, VA 23831.
4. All standards publications shall be the latest editions, including any amendments, as of the date of advertisement for bids.

Requirements of regulatory agencies:

1. All work to be performed on City property will require the acquisition of a Right of Way Permit from the City of Virginia Beach, Planning/Civil Inspections. Fees for Right of Way Permits for work being done at the direction of the City of Virginia Beach shall be the responsibility of the Contractor.

2. Failure to comply with these regulatory requirements will result in placement of a Stop-Work Order until the Contractor corrects discrepancies. Any associated costs for a delay in construction caused by the Contractor's failure to comply with these regulatory requirements shall be the responsibility of the Contractor.

Obstructions to work performance:

1. The Contractor shall contact Miss Utility of Virginia as required by the Virginia Underground Utility Damage Prevention Act before any digging is performed on the site. If underground or overhead utilities prevent grading or lawn establishment as specified and/or as shown on the plans, the Contract Administrator, or his designee should be contacted immediately. Any damage to utility lines during lawn establishment operations shall be the responsibility of the Contractor and shall be repaired at no additional cost to the City.
2. The Contractor shall notify the Contractor Administrator, or his designee, immediately of any unforeseen conditions (buried debris, plan discrepancies, etc.) that may affect lawn establishment or growth. In addition, it shall be the responsibility of the Contractor to advise the Contract Administrator, or his designee immediately if he/she believes the existing soil on the site is unsuitable to maintain healthy turf grass. If the Contractor gives no notification, it shall be understood that the existing soil is acceptable.

Site Grading & Lawn Establishment Submittals:

1. For each type of seed to be installed, submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentages of purity, germination and weed seed for each grass species.
2. Submit fertilizer analysis for each type of fertilizer to be used for lawn establishment.
3. Soil Testing: The Contract Administrator, or his designee, shall have the option to inspect topsoil intended for use by the Contractor in completion of the work to determine whether it is in accordance with plans and specifications. At the discretion of the Contract Administrator, or his designee a soil test analysis report may be required for each stockpile of existing topsoil, or source of imported topsoil and/or planting mix. This test shall be performed at no cost to the City. The soil testing laboratory shall be approved by the Contract Administrator, and there shall be no cost to the City for any requested testing. Material or materials that are not in accordance with plans and specifications shall be replaced with approved material or materials at no additional cost to the City.

Substitutions:

1. Substitutions of materials designated in the plans and specifications will be permitted only upon written approval by the Contract Administrator, or his designee. Substitutions shall be requested in writing by the Contractor within ten days after the award of contract. If the reason for substitution is lack of availability, the request shall include a list of suppliers contacted by the Contractor to locate the originally specified

material. A sample of the material may also be required by the Contract Administrator, or his designee. The sample shall be provided by the Contractor at no cost to the City.

Clean-up of site:

1. At the end of each day's work, the Contractor shall remove all work-related trash or other debris from the site. At all times rubbish and trash generated by the Contractor shall be kept clear of vehicular and pedestrian circulation throughout the site. Prior to final acceptance, all paved areas adjacent to planting areas shall be cleaned thoroughly by sweeping and/or washing. Any defacement or stains on paving caused by lawn establishment operations shall be removed at no additional cost to the City. All construction equipment, excess materials, tools, rubbish or debris shall be removed from the site. All drains on the sites that have accumulated soil, mulch or any other material due to the lawn establishment operation shall be cleaned and approved by the Contract Administrator, or his designee.

Inspection and Acceptance:

1. Acceptance of Fine Grading: The Contract Administrator, or his designee will inspect all fine grading work for acceptance upon written request by the Contractor. Written notice requesting such inspection shall be submitted by the Contractor at least ten days prior to the anticipated date of inspection. Fine grading shall be accepted by the Contract Administrator, or his designee before the Contractor begins seeding operations.
2. Initial Acceptance: The Contract Administrator, or his designee will inspect all seeding work for acceptance upon written request by the Contractor. Written notice requesting such inspection shall be submitted by the Contractor at least ten days prior to the anticipated date of inspection. After inspection, the Contractor will be notified in writing by the Contract Administrator, or his designee, of the acceptance or rejection of any work not completed in accordance with the plans and specifications. Work found not to be in accordance with plans and specifications shall be subject to re-inspection after being corrected by the Contractor.
3. Acceptance in Part: Work may be accepted in parts when the Contract Administrator, or his designee and the Contractor deem that practice to be in their mutual interest. Approval must be given in writing by the Contract Administrator, or his designee to the Contractor verifying that the work is to be completed in parts. Acceptance of the work in parts shall not waive any other provisions of this Contract.
4. Final Acceptance: The Contract Administrator, or his designee will inspect all work. After inspection, the Contractor will be notified in writing by the Contract Administrator, or his designee, of the acceptance or rejection of any work not completed in accordance with the plans and specifications. Work found not to be in accordance with plans and specifications shall be subject to re-inspection after being corrected by the Contractor.

Warranty:

1. **Lawn Establishment Warranty:** The Contractor shall supply the city with a written 90 day warranty. This warranty will cover the lawn establishment that at any time during this period, inspections will be made by the Contract Administrator, or his designee, at his discretion. Bare areas, areas with weeds, areas with poor germination or dead grass, eroded areas, low spots or other deficiencies in the lawn establishment that need to be corrected under this warranty will be reported to the contractor in writing.
2. **Repair of Deficient Lawn Areas:** Any deficiency in lawn establishment, as determined by the Contract Administrator, or his designee, shall be corrected by the Contractor within ten (10) working days, weather conditions permitting at no additional cost to the City. All corrected grading and lawn areas shall be in compliance with the original plans and specifications.

Landscaping Maintenance:

1. Newly planted lawn areas shall be watered by the Contractor using a non-City water source until final acceptance by the City.
2. In the absence of normal rainfall, watering shall be the responsibility of the Contractor during the warranty period. All watering is to be performed using water from a non-City water source. Watering shall be enough to provide the equivalent of 1" of precipitation per week. If requested, the Contractor is to provide a watering schedule to the Contract Administrator, or his designee.
3. During the warranty period, the Contractor shall reseed bare areas, fertilize and control weeds as necessary to ensure a uniform well-established lawn.

Materials:

1. **Imported Topsoil:** The Contractor shall furnish, at his expense, sufficient topsoil to properly perform all work as specified herein, and as shown on the drawings. Topsoil furnished shall be a natural, fertile, friable loam soil, possessing characteristics representative of productive soils in the vicinity. It shall be obtained from naturally well-drained areas. It shall not contain toxic substances that may be harmful to plant growth. Topsoil shall be without admixture of subsoil and shall be cleaned and reasonably free from clay, lumps, stones, stumps, roots or similar substances two inches or more in diameter, debris, or other objects which might be a hindrance to planting operations. Topsoil shall contain at least six percent organic matter. The acidity range shall be between 5.5 and 7.0 inclusive. The mechanical analysis of the soil, which shall be based on either sieve size or USDA Particle Size Designation, shall be as follows:

Sieve Size	Percent Passing
------------	-----------------

1 inch mesh	99-100 percent
1/4 inch mesh	97-99 percent
No. 100 mesh	40-60 percent
No. 200 mesh	20-40 percent

Particle Distribution of Imported Topsoil (USDA Designation)

Gravel	Less than 10%
Coarse to Medium Sand	30 to 65%
Fine Sand	5 to 20%
Very Fine Sand	0 to 20%
Silt	15 to 25%
Clay	15 to 25%

2. A representative sample of topsoil shall be delivered to the Contract Administrator, or his designee within ten days of award of contract and before work begins. A soil test of imported topsoil may be required at the discretion of the Contract Administrator, or his designee. Required soil amendments for lawn establishment, as indicated on the soil test report, shall be added by the Contractor at the time of spreading/grading.
1. Existing Topsoil: Topsoil may be stockpiled on the site to be used by the Contractor in performance of this contract. Any stockpiled topsoil shall meet or exceed all of the specifications for Imported Topsoil. A soil test report shall be provided to the Contract Administrator, or his designee by the Contractor for any stockpiled topsoil to be used.
2. Starter Fertilizer: Initial fertilizer for seeding shall be a granular, non-burning turfgrass fertilizer with an N:P₂O₅:K₂O analysis ratio of 1:2:1, or equivalent. Fertilizer shall be uniform in composition, free-flowing, and suitable for application with approved equipment. Fertilizer shall be delivered to the site in original, unopened containers, each bearing the manufacturer's guaranteed analysis label. At least 25% of available nitrogen shall be in a slow-release form.
3. Maintenance Fertilizer: Fertilizer for all applications other than the initial fertilization shall be a granular, non-burning turfgrass fertilizer that with an N:P₂O₅:K₂O analysis ratio of 3:1:2 or 4:1:2, or equivalent. Fertilizer shall be uniform in composition, free flowing, and suitable for application with mechanized rotary spreaders, drop spreaders, hydraulic seeders, or other equipment capable of uniformly distributing fertilizer over the soil surface. Fertilizer shall be delivered to the site in original, unopened containers, each bearing the manufacturer's guaranteed analysis label. At least 25% of available nitrogen shall be in a slow-release form.
4. Lime for Lawn Establishment: Shall be composed of finely ground calcitic or dolomitic limestone (calcium carbonate or calcium carbonate + magnesium carbonate), and shall contain a minimum of 50% total oxide equivalent (calcium oxide + magnesium oxide); neither hydrated or burnt lime shall be used for turfgrass seeding. Limestone shall be uniform in composition, free flowing, and suitable for application with mechanized rotary spreaders, drop spreaders, hydraulic seeders, or other equipment

capable of uniformly distributing limestone over the soil surface.

5. Water: Shall be free from oil, acid, alkali, salt, and other substances harmful to plant growth. The Contractor shall make, at his expense, whatever arrangements may be necessary to ensure an adequate supply of water to meet the needs of this Contract. He shall also furnish all necessary hose equipment, attachments and accessories for the adequate irrigation of planted areas as may be required to complete the work as specified.
6. Straw Mulch: Shall be specially grown for use as a seed mulch, and shall be entirely composed of the air-dried stems and leaves of wheat, barley, oats, or cereal rye. Straw mulch shall be cut and baled before its seed has matured, or shall be very thoroughly threshed. Straw mulch may be used as a seed mulch for rough turfgrass areas, temporary seeding, or erosion control seeding.
7. Post-Emergent Weed Control: In newly established lawn areas, a post-emergence weed control chemical shall be used to control the growth of broadleaf weeds in strict accordance with labeled instructions. Contractor shall provide the Contract Administrator, or his designee with label of chemical before applying.
8. Seed: All grass seed mixtures and blends used for temporary or permanent lawn establishment shall have an official Certification label affixed to each container identifying the Certifying agency, the reference number, the variety name (if Certified as to variety), and the kind and class of seed. Where the complete labeling information is printed on the Certification tag, the percentage of other crops and other varieties will be shown as a total of the two and listed as other crops. Labels shall be attached to containers in a manner that prevents removal and reattachment without tampering being obvious.

General:

1. Limits of Topsoiling and Lawn Establishment: Topsoil, whether stockpiled or imported to site, shall be placed to a depth of 4" within the entire limits of construction unless otherwise noted on plans. Areas to receive seeded shall be indicated on the plans accompanying these specifications.
2. Time of Planting: Grading and lawn establishment operations shall be conducted under favorable weather conditions. These operations may, however, be conducted under unseasonable conditions at the option and on the full responsibility of the Contractor and with the approval of the Contract Administrator, or his designee. If losses occur, there shall be no additional cost to the City.

Protection of Lawn Areas:

1. Before any construction begins, precautionary measures shall be taken to protect all

existing lawn areas that are to be trucked over and upon which soil is to be temporarily stockpiled. Any existing lawn areas on or off the construction site that have been damaged by the Contractor shall be repaired to the satisfaction of the Contract Administrator, or his designee, with no additional cost to the City.

Sub-Grade Preparation:

1. Eliminate uneven areas and low spots. Remove debris, roots, branches, and stones in excess of one inch in size. Remove any subsoil contaminated with petroleum products or other construction-related material.
2. Scarify or rip sub grade to depth of 4 inches where topsoil is scheduled. Scarify or rip soil in areas where equipment used for hauling and spreading topsoil has compacted subsoil (6 inch minimum depth is required). Any existing vegetation in the area of lawn establishment shall be sprayed with Roundup or other approved herbicide prior to disturbance of the area. Herbicides are to be applied by licensed applicators in strict accordance with labeled instructions. After appropriate time lapse they are to be sprayed again and dead organic matter removed from the site before grading operations are begun.

Topsoiling and Fine Grading

1. Place and spread 4" of stockpiled or imported topsoil on entire site within the limits of work or as otherwise noted on plans.
2. Grade topsoil to eliminate rough or low areas. Remove stones, roots, grass, weeds, debris, and foreign material while spreading. Maintain levels, profiles, and contours of sub-grade. Manually spread topsoil around trees, plants, buildings and new work to prevent damage.
3. For conventional lawn seeding in the absence of a site-specific soil test which indicates otherwise, apply lime at a rate of 50 lbs. per 1000 sq. ft., and starter fertilizer at a rate which provides 1 lb. of total nitrogen per 1000 sq. ft. based on fertilizer analysis. Fertilizer and limestone applications shall be made with appropriately calibrated equipment in one or more separate operations. Limestone and fertilizer shall be worked into the top six inches of the soil before fine grading or seeding. Fertilizer may be applied up to 10 days before seeding. Limestone may be applied up to 30 days before seeding.
4. Lightly compact topsoil. Stones and other debris with a diameter over 1/2 inch shall be removed from the surface of the topsoil. A raked, uniform fine grade shall be established so that no depressions or high spots greater than 1/2 inch are present and water drains to structures, ditches, swales and paved surfaces as intended on the site plan. Topsoil shall be hand-raked around trees, plants, buildings and new work to prevent damage.

City of Virginia Beach – Landscape Services
Lawn Establishment Seeding Chart

Seeding Chart				
	Time of Year	Grass Seed #1	Grass Seed #2	Grass Seed #3
Permanent Seeding	May 1 to July 30	Hybrid Turf-Type Tall Fescue* at a rate of 5-7 lbs. per 1000 sq. ft. (220-310 lbs./acre)	Hulled Common Bermudagrass seed at a rate of 1-2 lbs. per 1000 sq. ft. (45-90 lbs./acre)	None
	August 1 to November 15	Hybrid Turf-Type Tall Fescue* at a rate of 5-7 lbs. per 1000 sq. ft. (220-310 lbs./acre)	Un-hulled Common Bermudagrass seed at a rate of 3-5 lbs. per 1000 sq. ft. (130-220 lbs./acre)	None
	November 16 to April 30	Hybrid Turf-Type Tall Fescue* at a rate of 5-7 lbs. per 1000 sq. ft. (220-310 lbs./acre)	Un-hulled Common Bermudagrass at a rate of 3-5 lbs. per 1000 sq. ft. (130-220 lbs./acre)	Perennial Ryegrass* at a rate of 7-9 lbs. per 1000 sq. ft. (300-400 lbs./acre)
Temporary Seeding	All Year	Annual Ryegrass at a rate of 7-9 lbs. per 1000 sq. ft. (300-400 lbs./acre)	Lime and/or fertilizer are not required with temporary seeding, however, temporary seeding may need to be repeated to keep cover until permanent seeding is done.	

Guarantees:

1. Contractor shall submit written certification that the play area renovation is in complete conformance with all current CPSC, ASTM, ADA regulations upon completion, prior to final acceptance of work.

Pre-construction Meeting:

1. A pre-construction meeting will be held with the awarded contractor at the City of Virginia Beach, Parks & Recreation Administration Office, 2408 Courthouse Drive Building #21 Virginia Beach, Virginia 23456.
2. Issues discussed: Site Access, Construction Methods, and Schedules, and Payment issues. **Notice to proceed will be issued at the conclusion of this meeting.**

Warranty:

1. 1 year warranty on craftsmanship and materials.

Site Grading & Lawn Establishment:

1. Provide minimum 90 day Site Grading & Lawn Establishment Warranty.

Submittals:

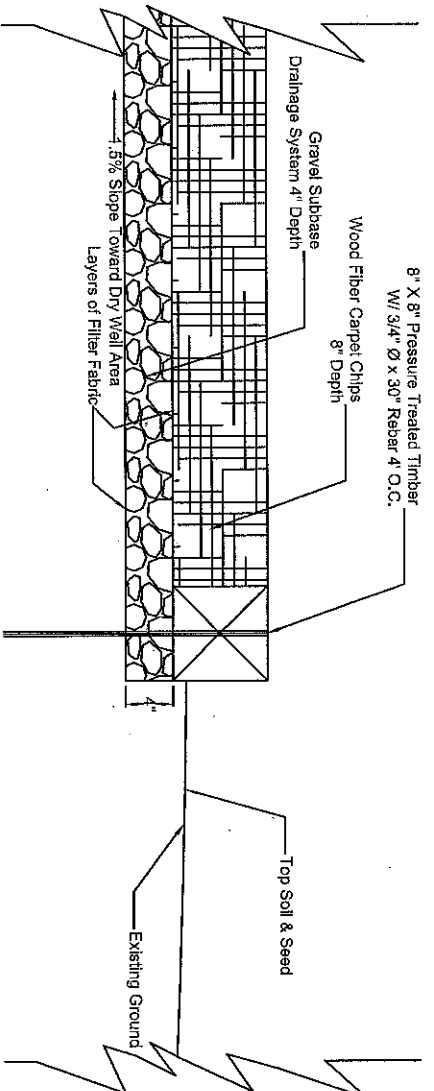
1. Submit sample or source of resilient surface material.
2. Submit all warranties.
3. Submit signed letter from all manufacturers's stating that products meet or exceed the specifications in this bid document.
4. Submit detailed/breakdown of bid proposal (Fill in cost data sheet which is attached to this bid).

*** Failure in supplying all submittal information may result in a rejected bid proposal**

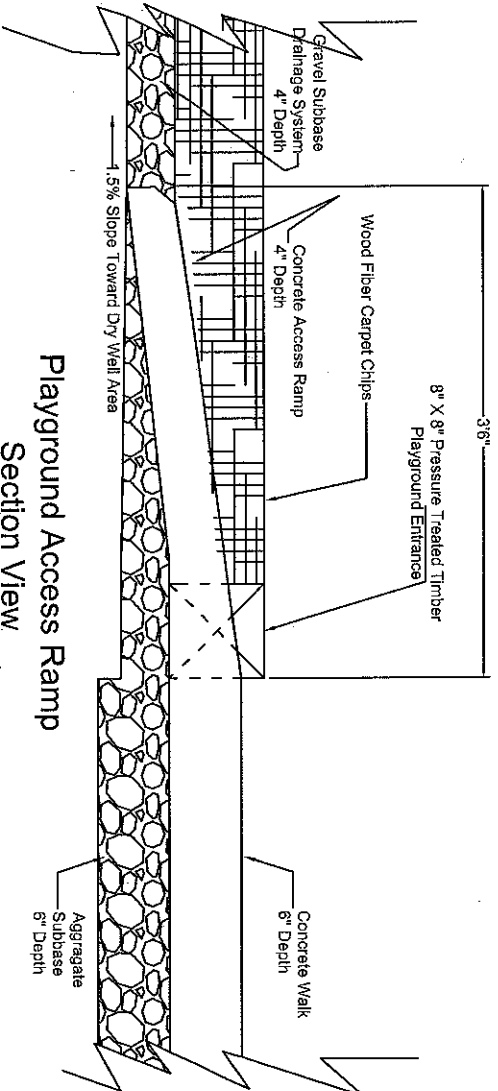
Acceptance:

Prior to acceptance of the Park Renovation, the Contract Administrator, or his designee will conduct a walk through with the successful Bidder, noting items which need to be corrected. The successful Bidder shall have fourteen (14) working days from the inspection to correct any discrepancies.

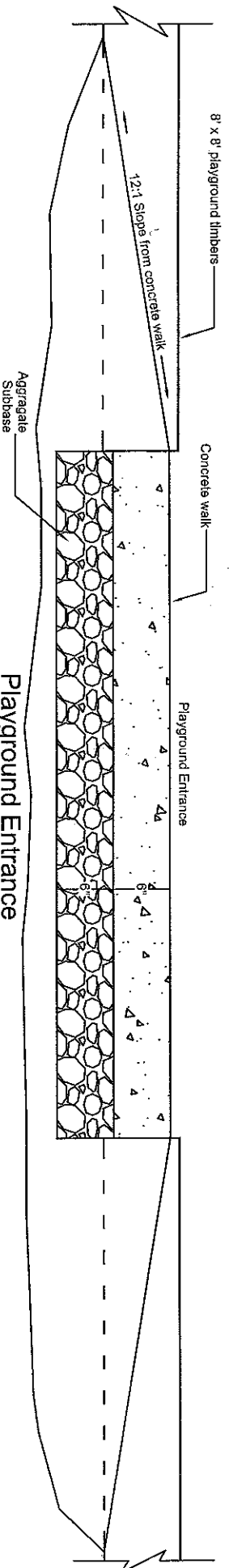
Playground Border Detail Sheet



Playground Border & Drainage System
Section View

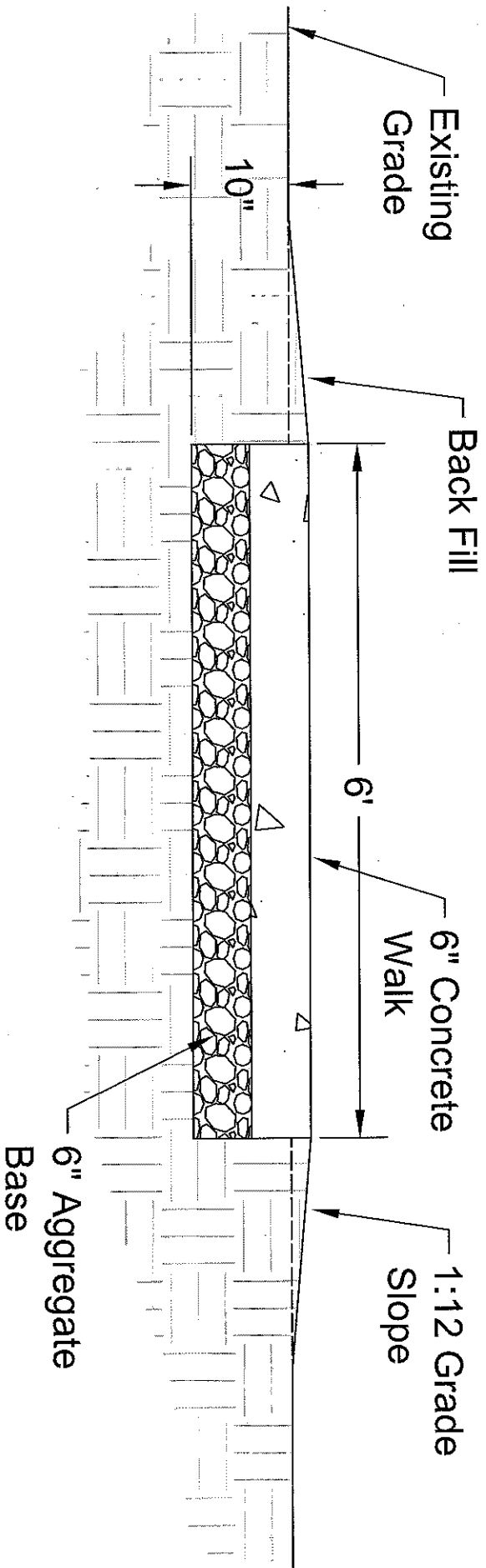


Playground Access Ramp
Section View

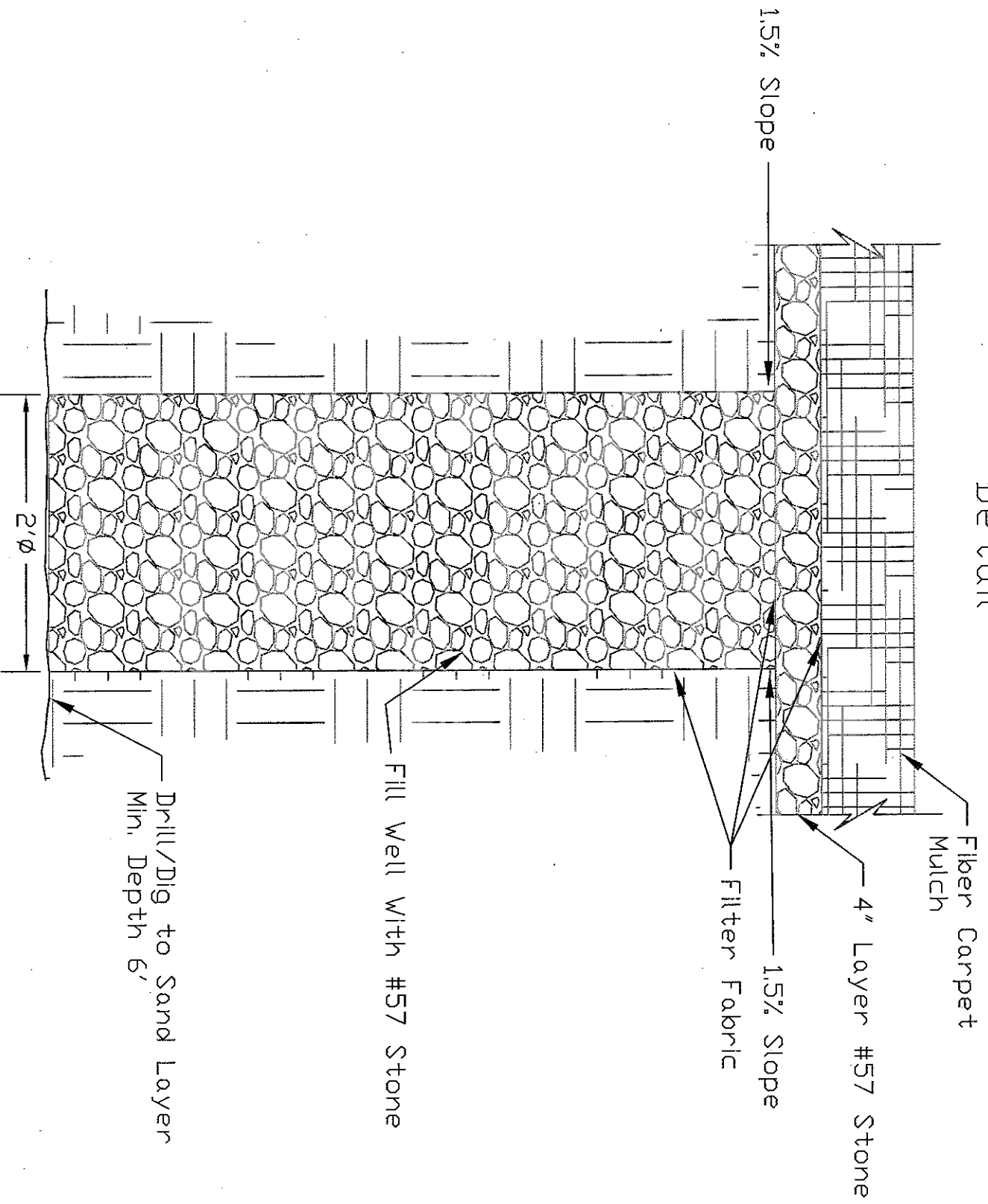


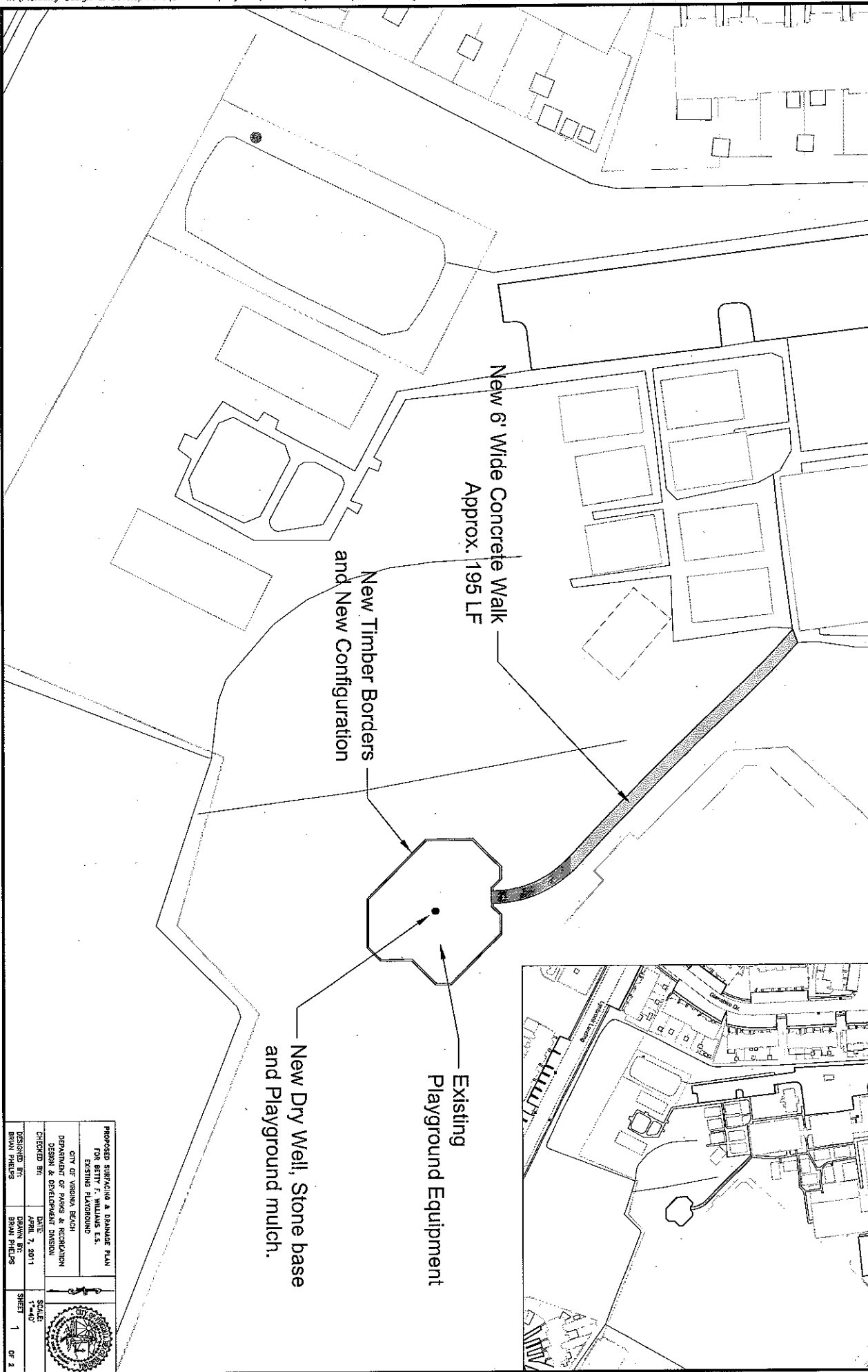
Playground Entrance
Section View

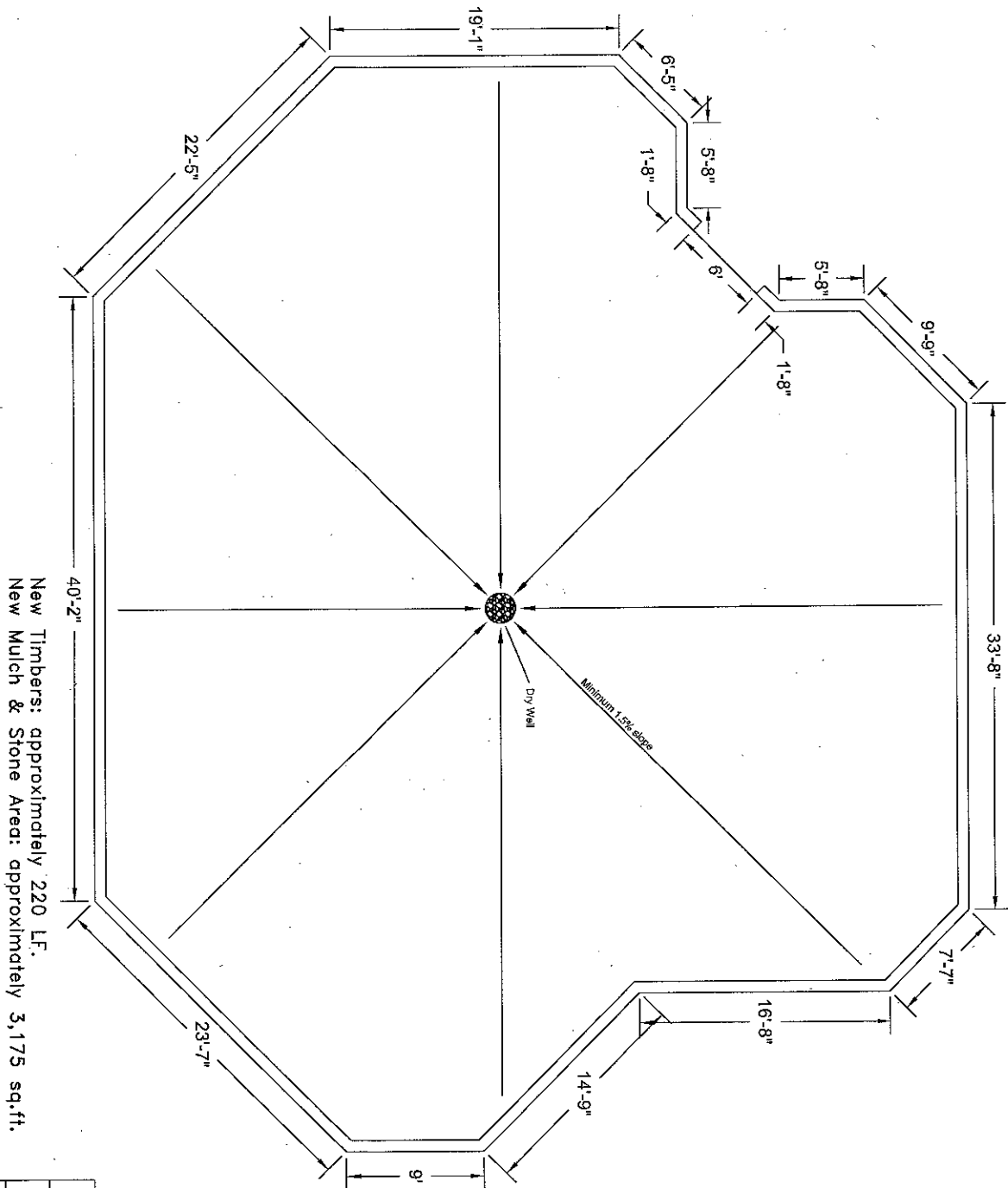
6' Wide Concrete Walk Detail



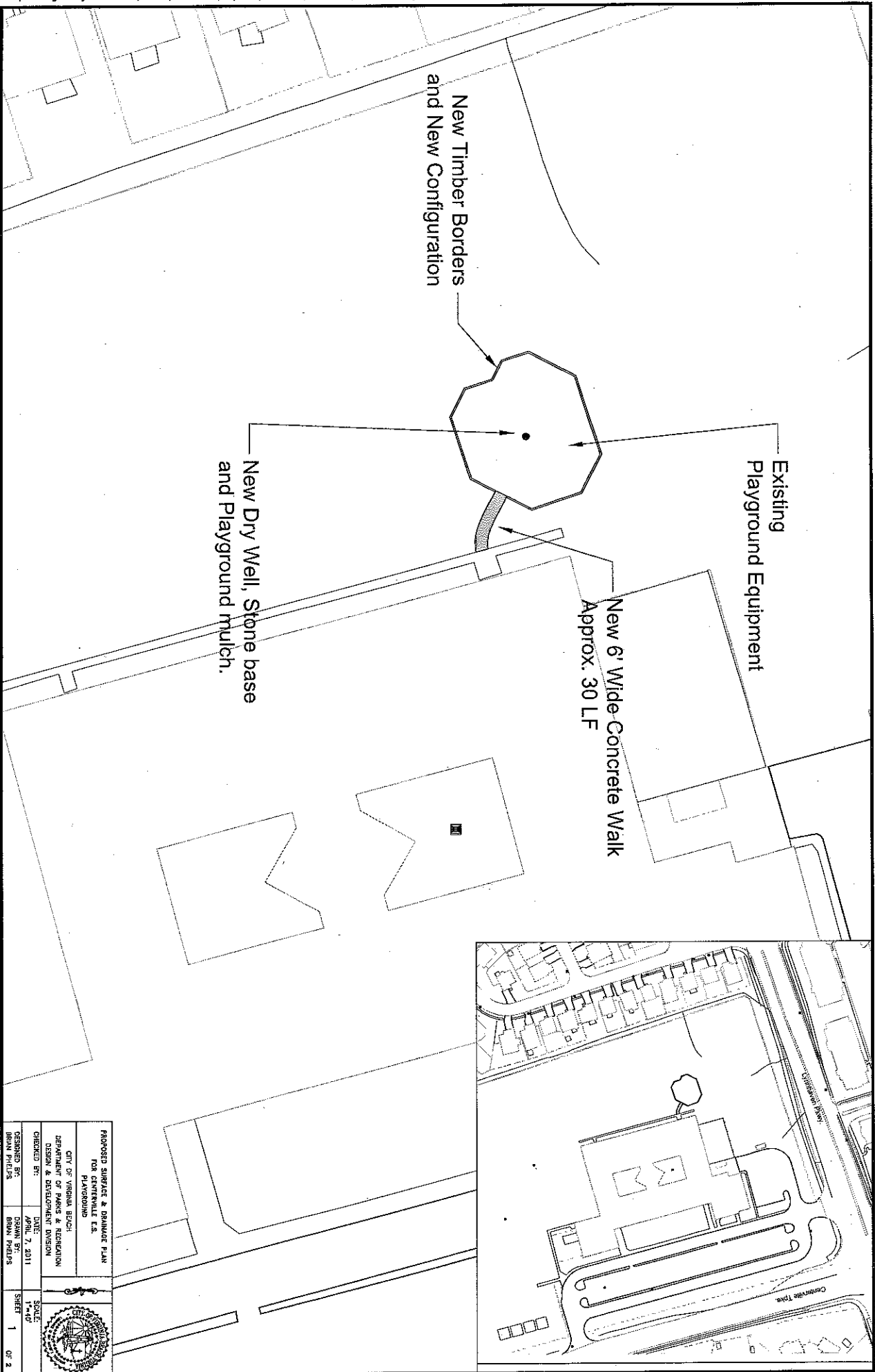
Playground Dry Well Detail

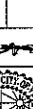


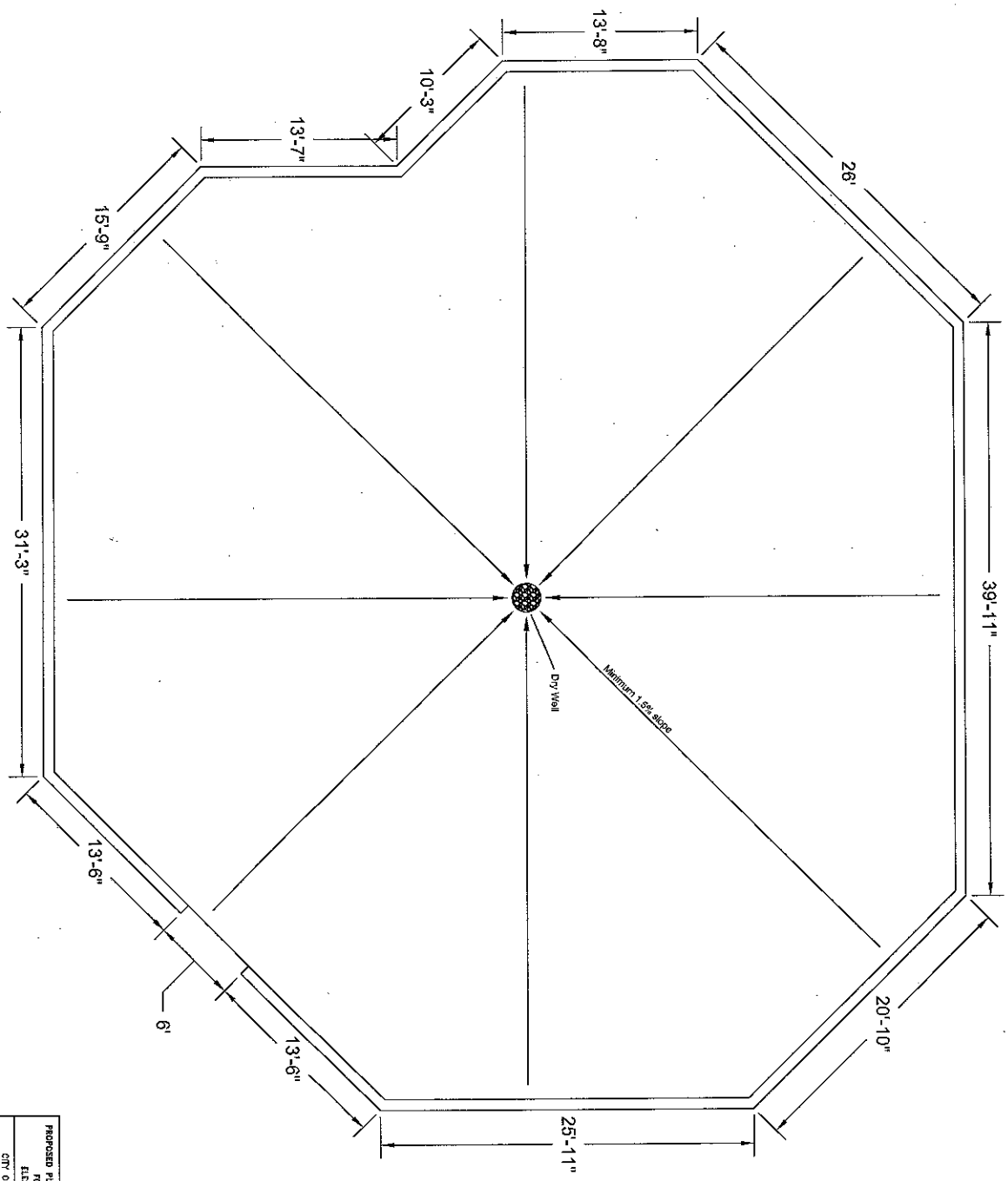




PROPOSED PLAYGROUND DRAINAGE PLAN FOR BETTY F. WILLIAMS ELEMENTARY SCHOOL			
CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION	DATE: APRIL 08, 2011		
DESIGNED BY: BRIAN PHILIPS	DRAWN BY: BRIAN PHILIPS	SHEET 2	OF 2

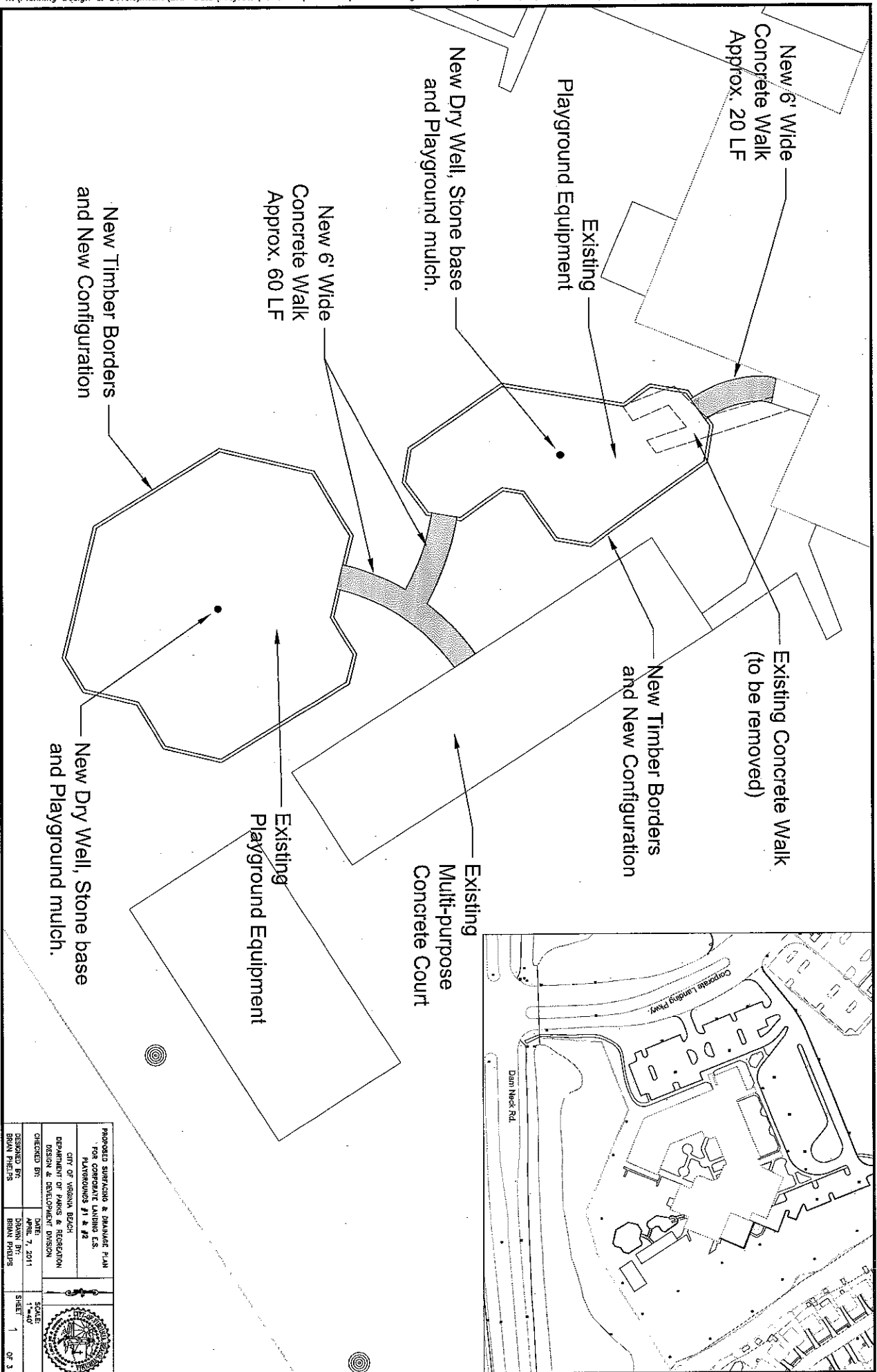


PROPOSED SURFACE & DRAINAGE PLAN FOR CENTERVILLE E.S. PLAYGROUND			
CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION			
CHECKED BY:	DATE	SCALE:	
DESIGNED BY:	APRIL 7, 2011	1"=40'	
CHECKED BY:	DEAN PHELPS	SHEET 1 OF 2	
DRAWN BY:	DEAN PHELPS		



New Timbers: approximately 225 LF.
 New Mulch & Stone Area: approximately 3,684 sq.ft.

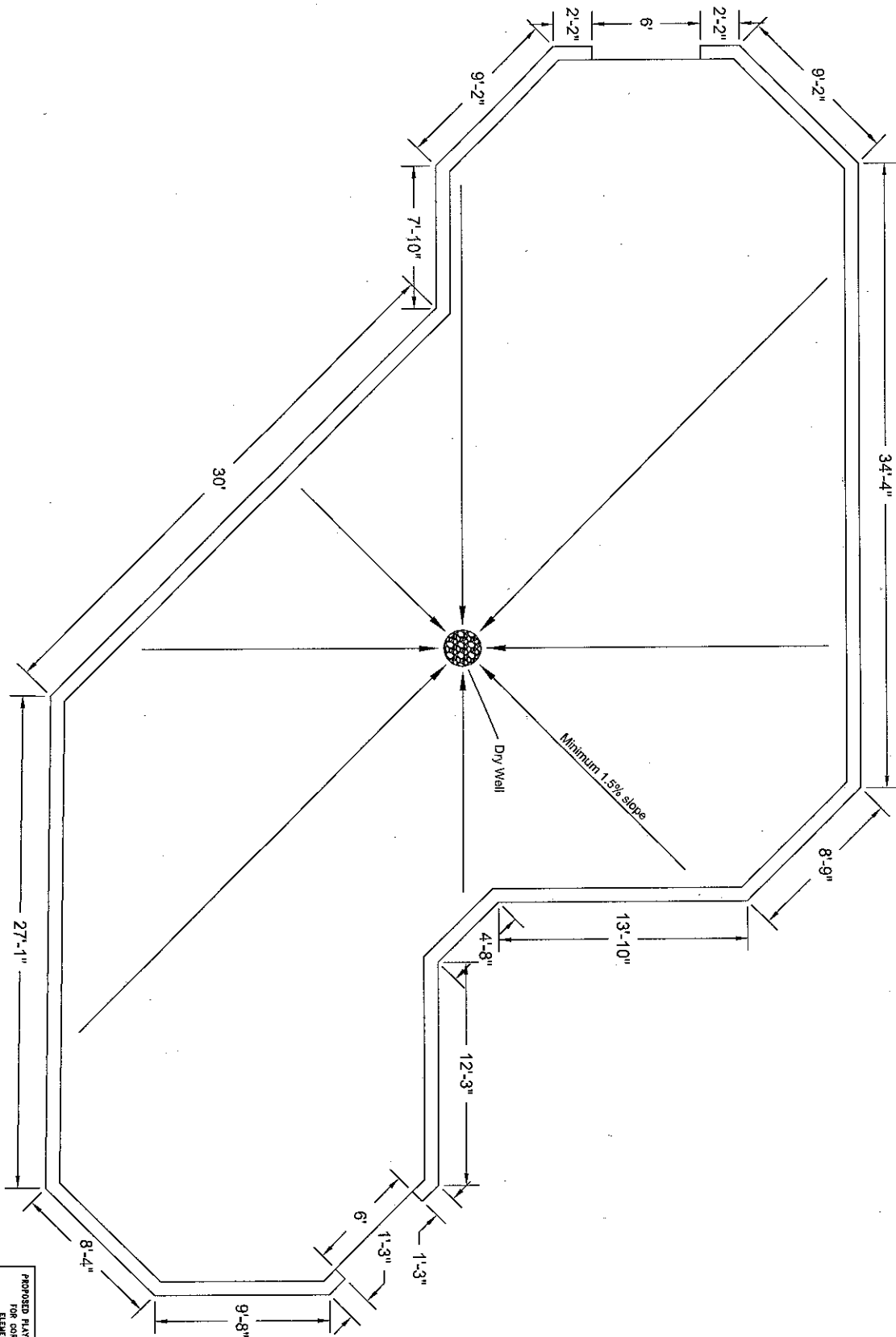
PROPOSED PLAYGROUND DRAINAGE PLAN FOR CENTERVILLE ELEMENTARY SCHOOL CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION			
DESIGNED BY:	DATE:	SCALE:	
BRIAN PHELPS	APRIL 08, 2011	ODD	
		SHEET 2	OF 2

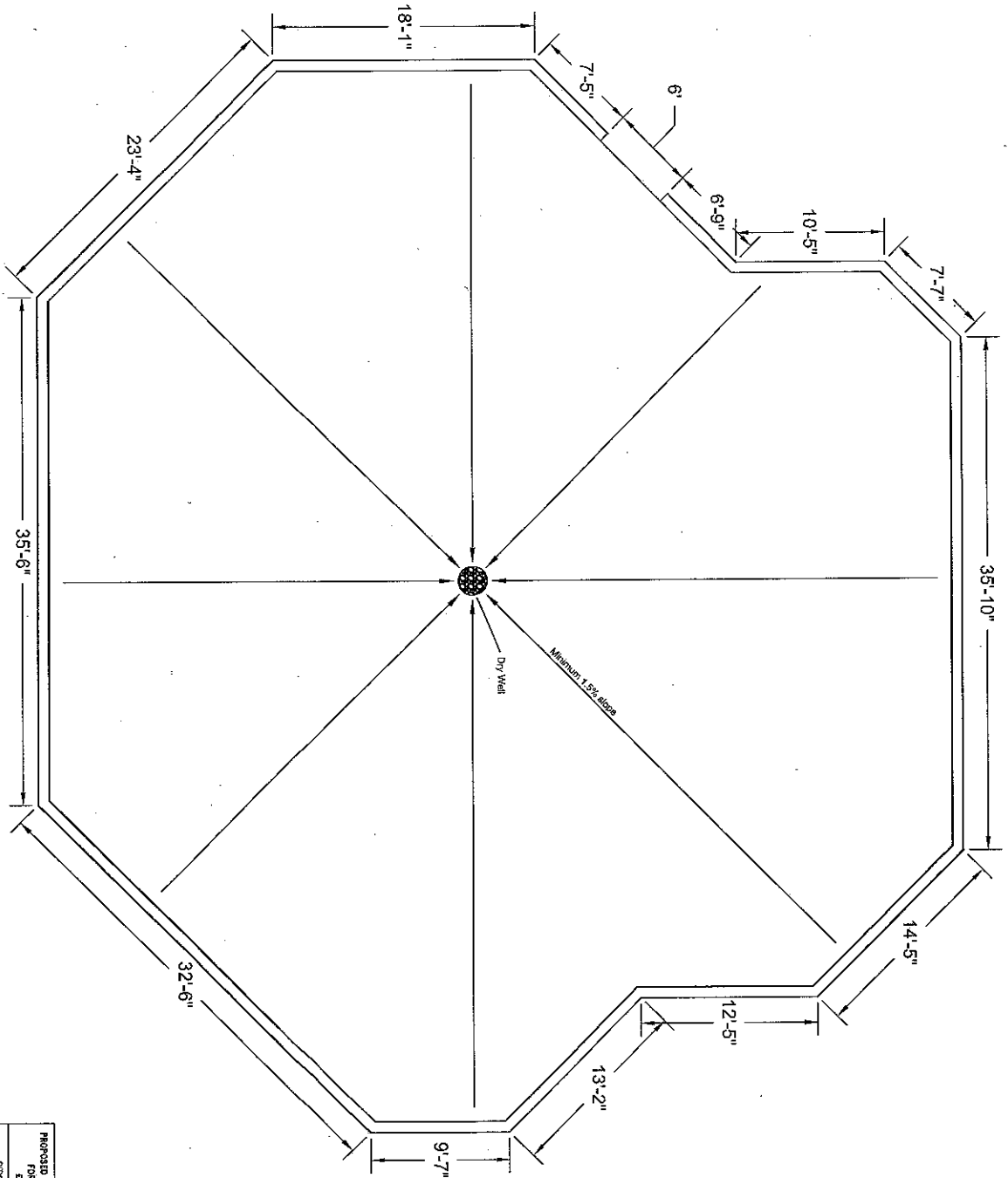


PROPOSED SURFACING & DRAINAGE PLAN FOR CORPORATE LANDING ES. PLAYGROUNDS #1 & #2 CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION			
CHECKED BY:	DATE:	SCALE:	SHEET 1 OF 3
DESIGNED BY:	DATE:	SCALE:	
BRIAN PHILIPS	APRIL 7, 2011	1"=40'	
BRIAN PHILIPS			

New Timbers: approximately 190 LF.
New Mulch & Stone Area: approximately 1,790 sq.ft.

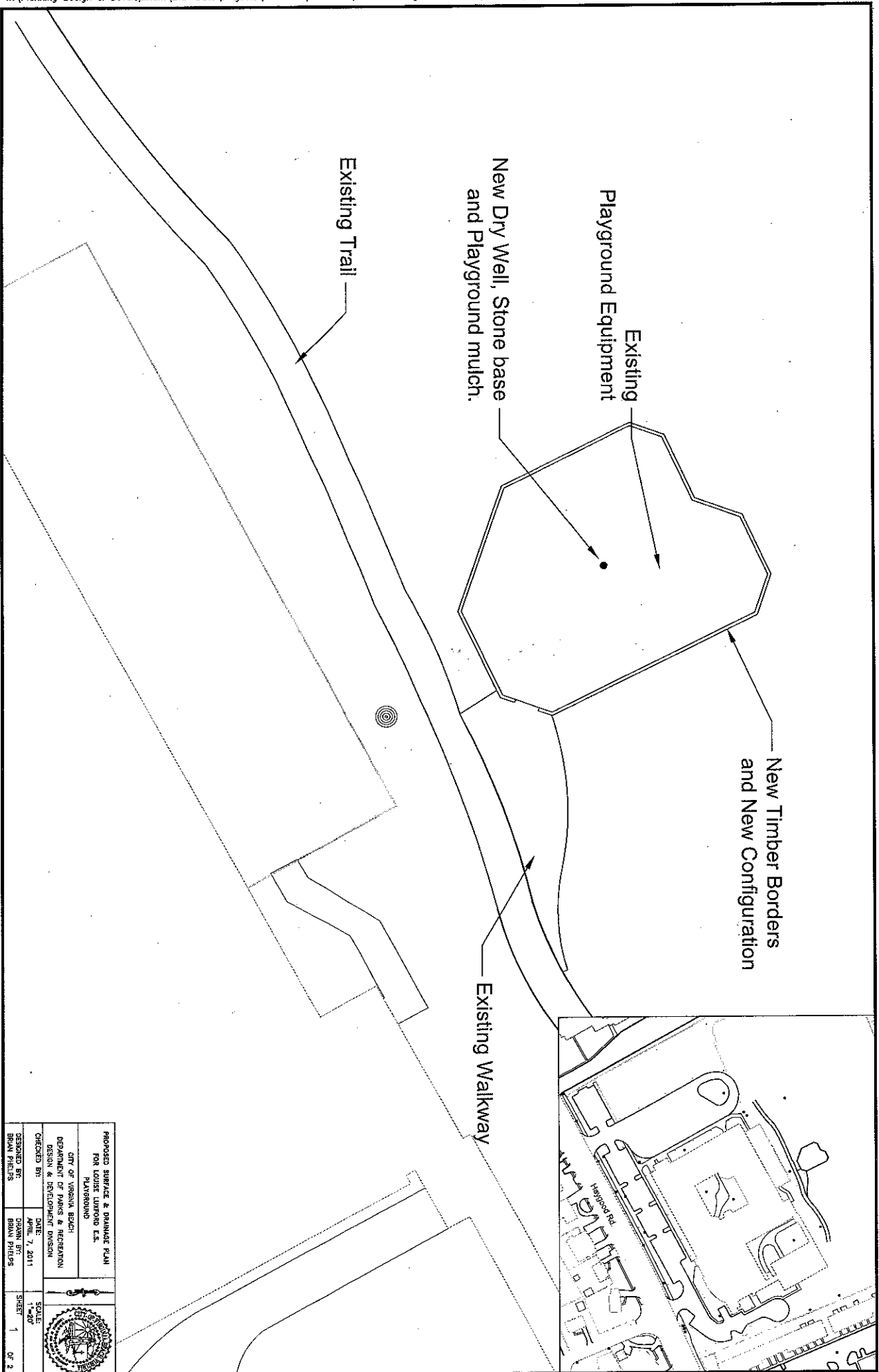
PROPOSED PLAYGROUND DRAINAGE PLAN FOR CORPORATE LANDING ELEMENTARY SCHOOL			
CITY OF VERNON SCHOOL DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION	DATE: APRIL 08, 2011	SCALE: ODD	SHEET 2 OF 3
DESIGNED BY: BRAIN PHILIPS	DRAWN BY: BRAIN PHILIPS		



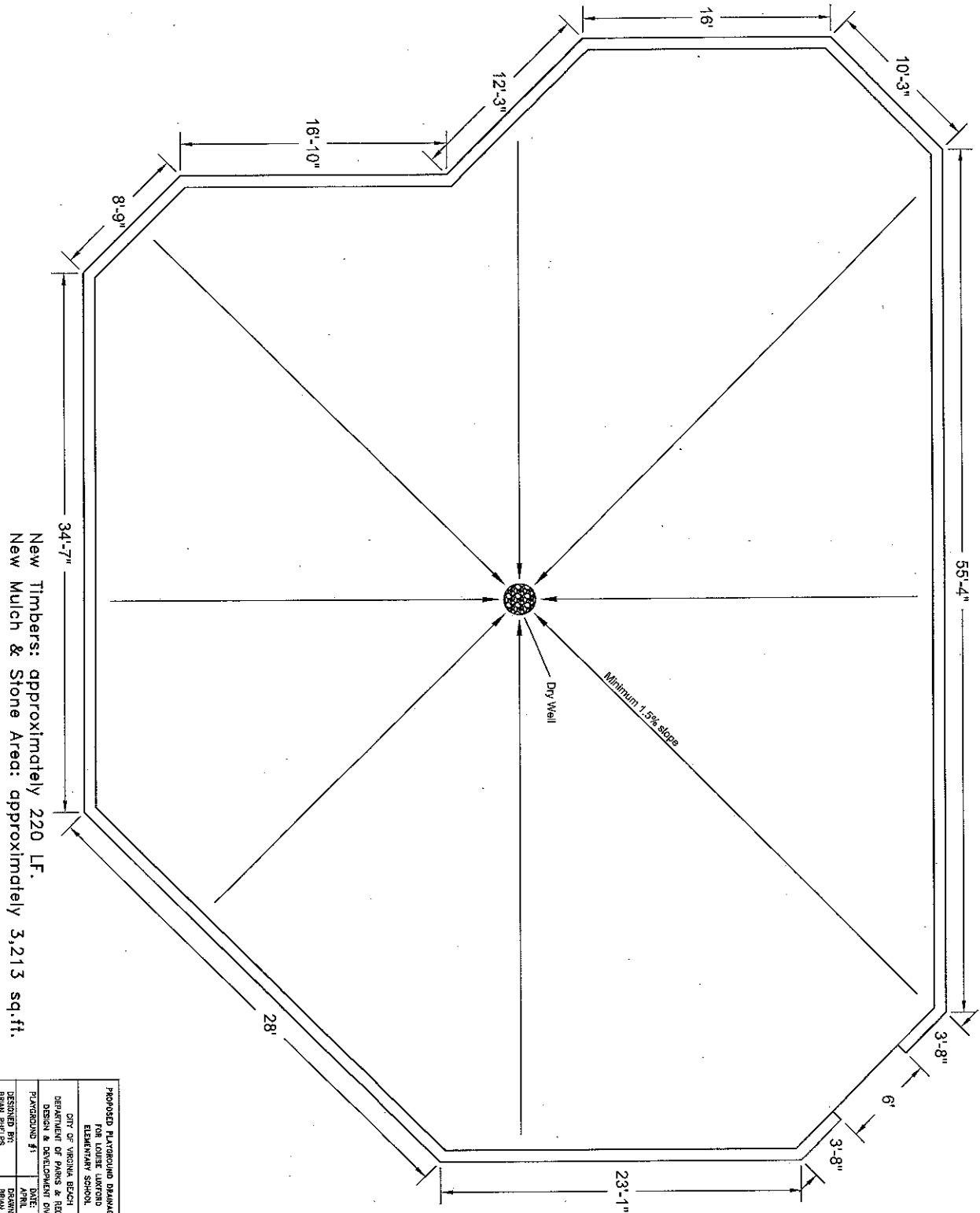


New Timbers: approximately 230 LF.
New Mulch & Stone Area: approximately 3,622 sq.ft.

PROPOSED PLAYGROUND DRAINAGE PLAN FOR CORPORATE LANDING ELEMENTARY SCHOOL			
CITY OF VIRGINIA BEACH	DATE		
DEPARTMENT OF PARKS & RECREATION	DESIGN & DEVELOPMENT DIVISION		
PLAYGROUND #2	APRIL 08, 2011		
DESIGNED BY: BRIAN PHILIPS	DRAWN BY: BRIAN PHILIPS	SHEET	3 OF 3



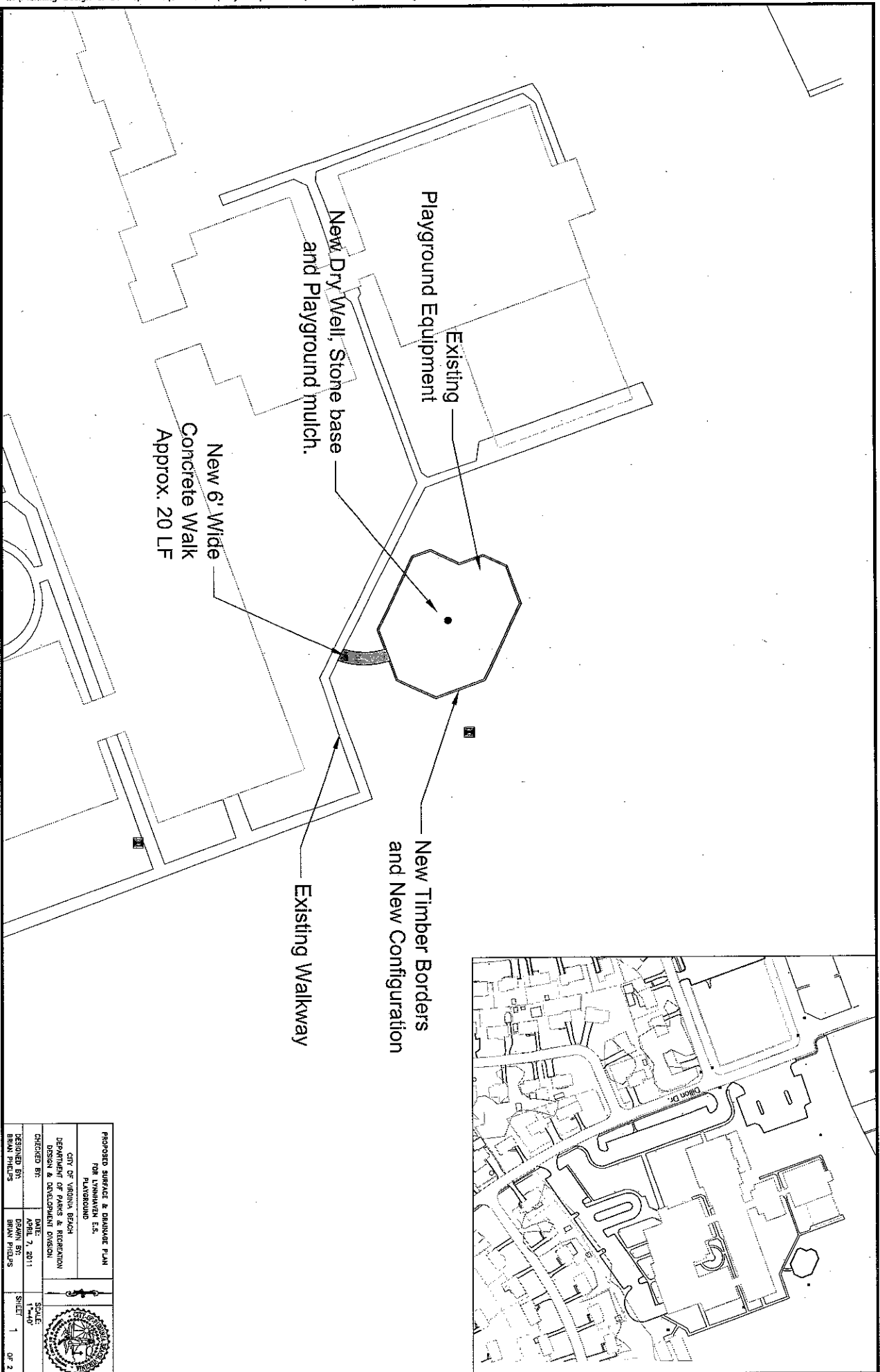
PROPOSED SURFACE & DRAINAGE PLAN FOR LOUISE LUXFORD E.S. PLAYGROUND			
CITY OF VIRGINIA BEACH			
DEPARTMENT OF PARKS & RECREATION			
DESIGN & DEVELOPMENT DIVISION			
CHECKED BY:	DATE:	SCALE:	
BRAND PHILIPS	APRIL 7, 2011	1"=40'	
DESIGNED BY:	DRAWN BY:	SHEET	
BRAND PHILIPS	BRAND PHILIPS	1	OF 2



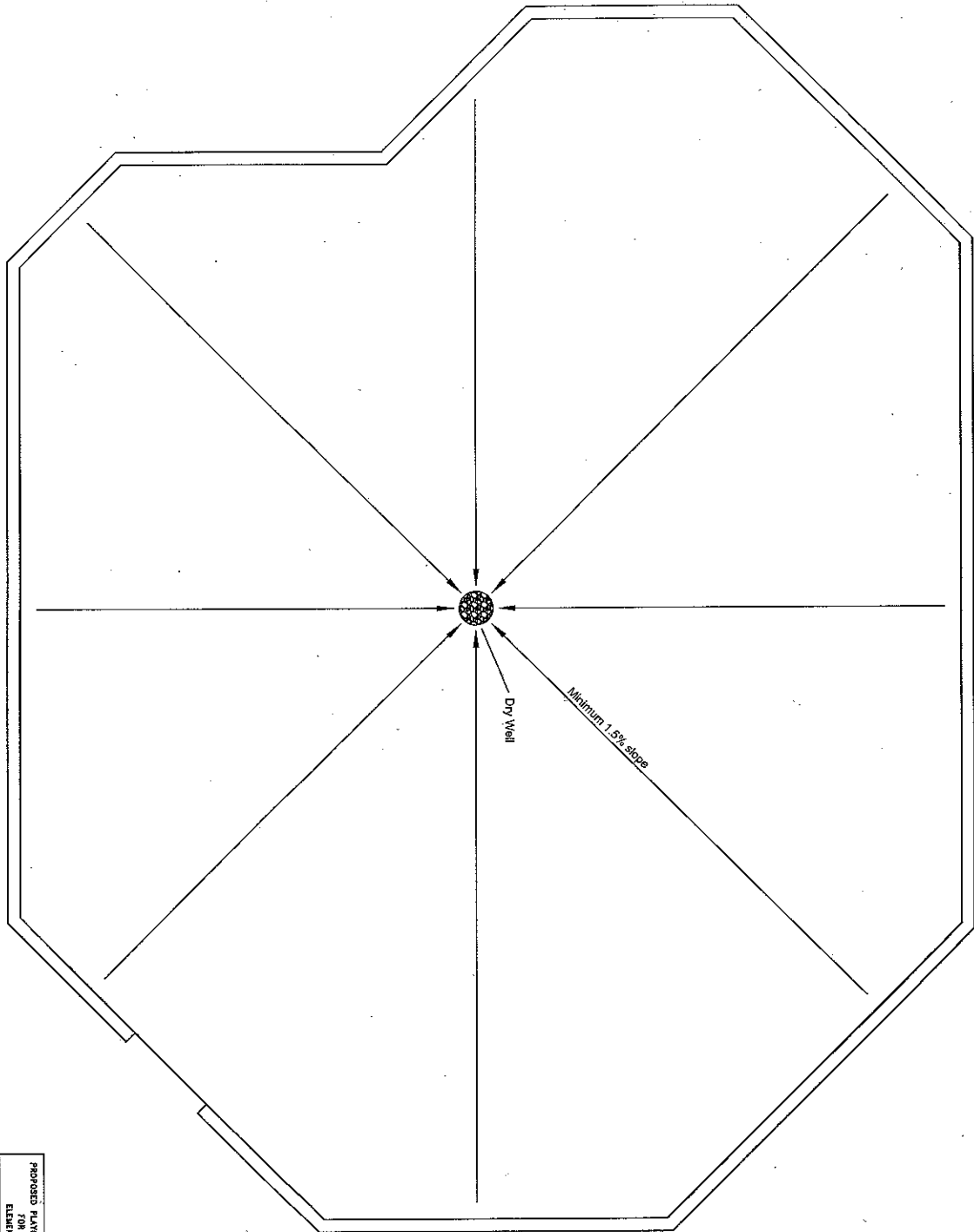
New Timbers: approximately 220 LF.
New Mulch & Stone Area: approximately 3,213 sq.ft.

PROPOSED PLAYGROUND DAMAGE PLAN FOR LOUISE LUXFORD ELEMENTARY SCHOOL			
CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION			
PROJECT NO. 11	DATE APRIL 04, 2011	SCALE AS SHOWN	
DESIGNED BY BRAIN PHILIPS	DRAWN BY BRAIN PHILIPS	SHEET 2 OF 2	



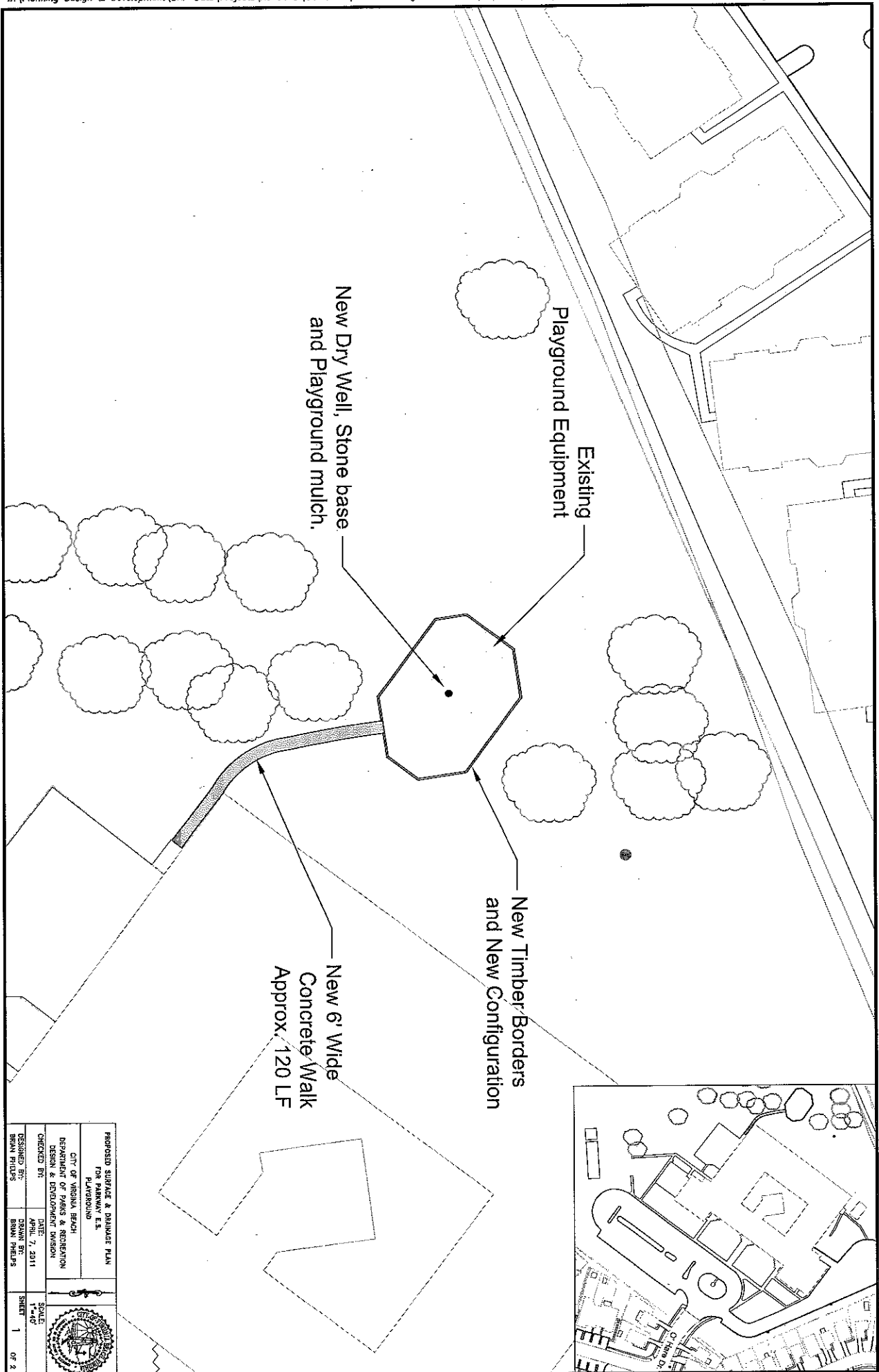


PROPOSED SURFACE & DRAINAGE PLAN FOR LYNNAHVEN E.S. PLAYGROUND			
CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION			
CHECKED BY: DESIGNED BY: BRAN PHILIPS	DATE: APRIL 7, 2011	DRAWN BY: BRAN PHILIPS	SCALE: 1"=40' SHEET 1 OF 2

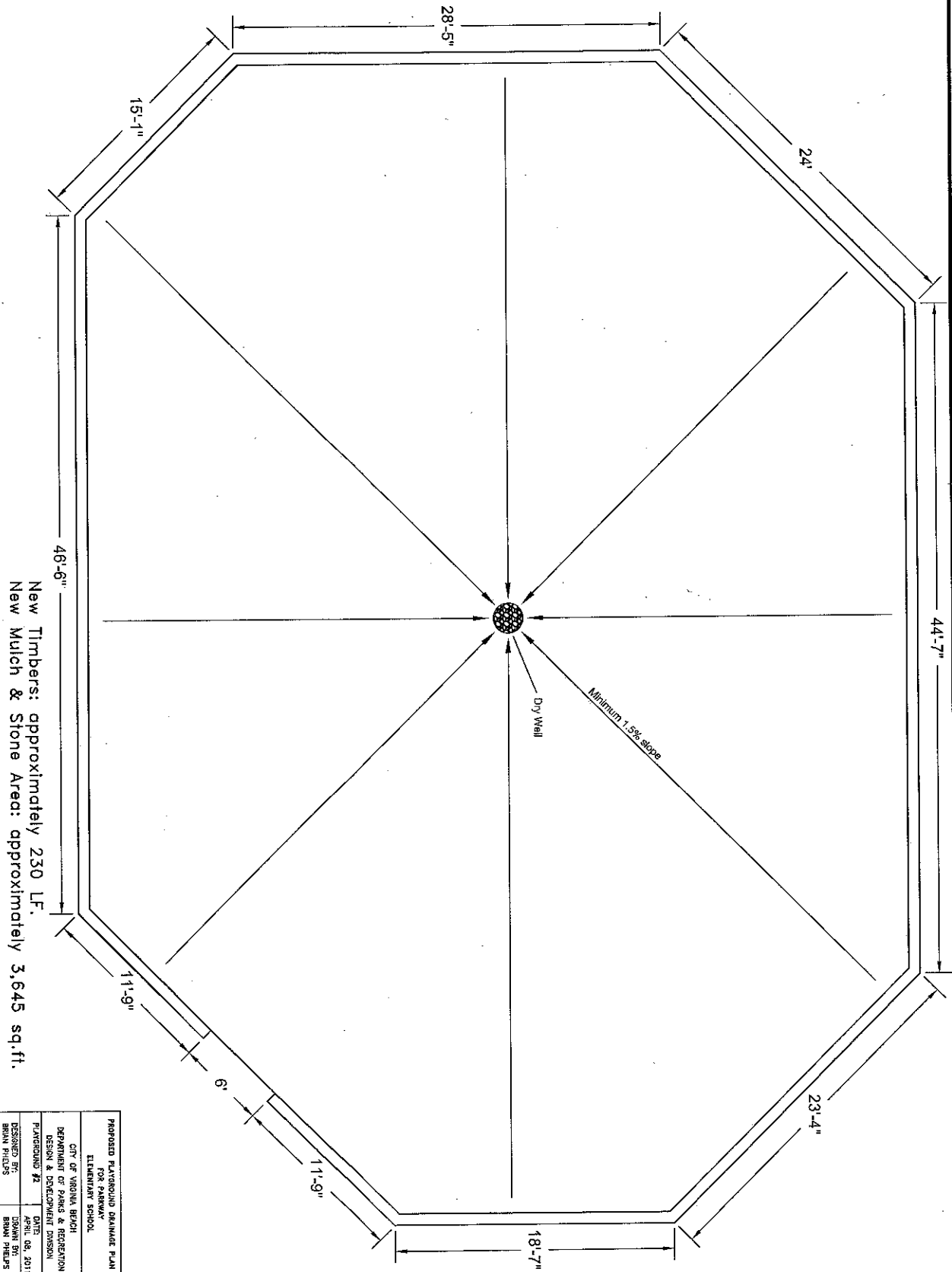


New Timbers: approximately 225 LF.
New Mulch & Stone Area: approximately 3,300 sq.ft.

PROPOSED PLAYGROUND DRAINAGE PLAN FOR LYNNAHVEN ELEMENTARY SCHOOL			
CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION	DATE: APRIL 08, 2011	SCALE: AS SHOWN	
DESIGNED BY: BRIAN PHELPS	DRAWN BY: BRIAN PHELPS	SHEET 2 OF 2	

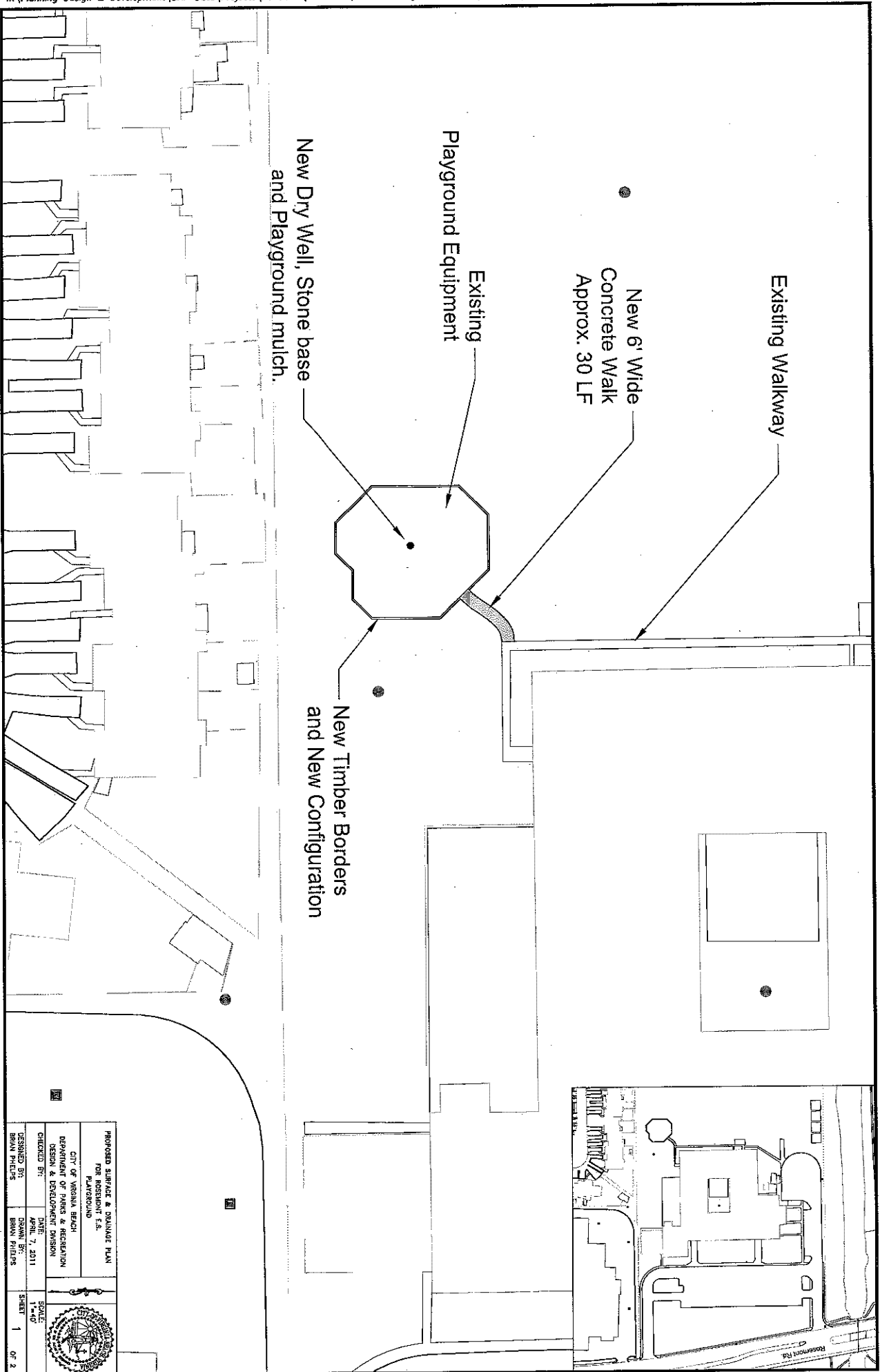


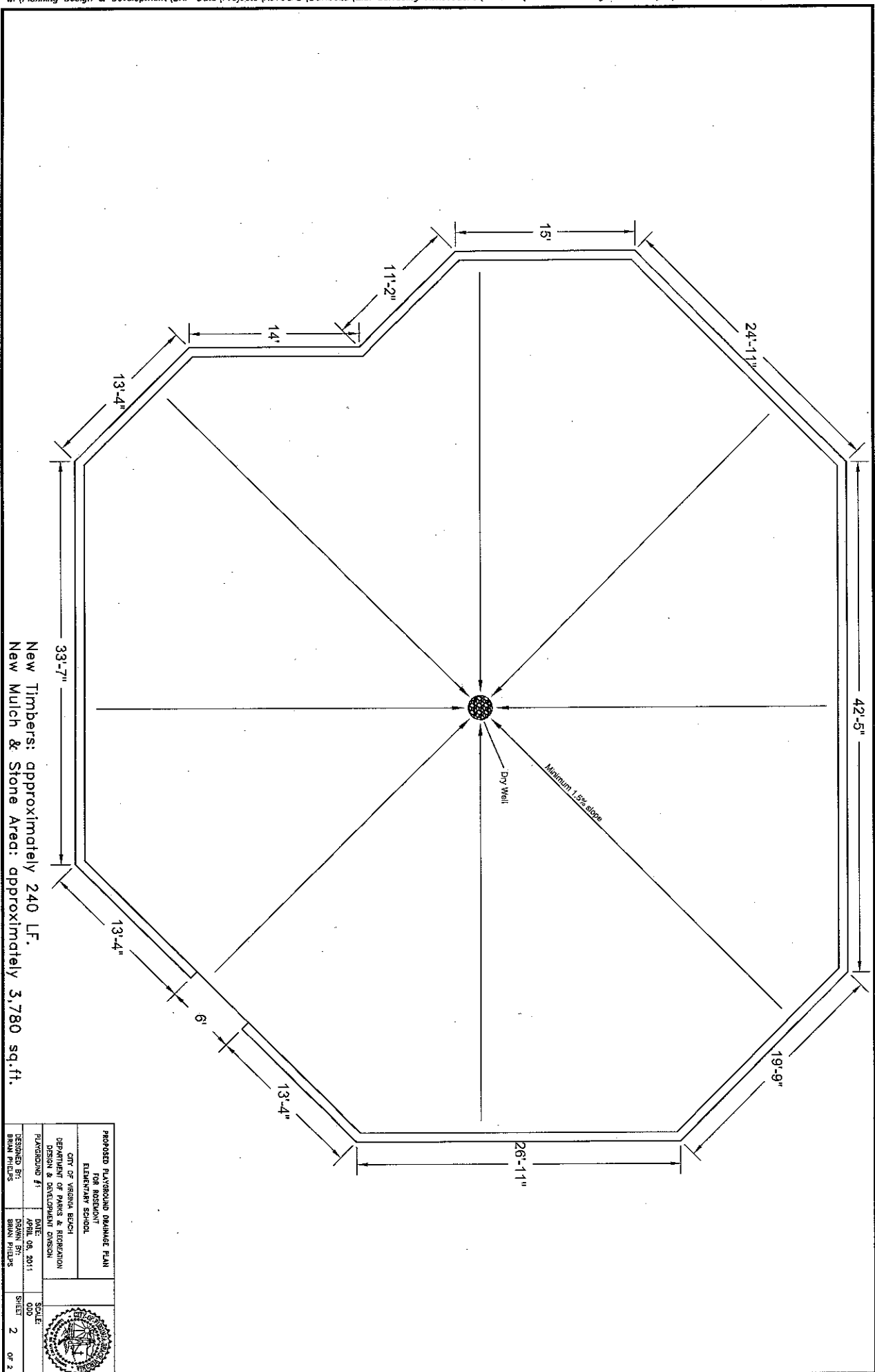
PROPOSED SURFACE & DRAINAGE PLAN FOR PARKWAY E.S. PLAYGROUND			
CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION			
CHECKED BY:	DATE:	SCALE:	SHEET 1 OF 2
DESIGNED BY:	APRIL 7, 2011	1"=40'	
BRIAN PHILIPS	BRANN PHILIPS		



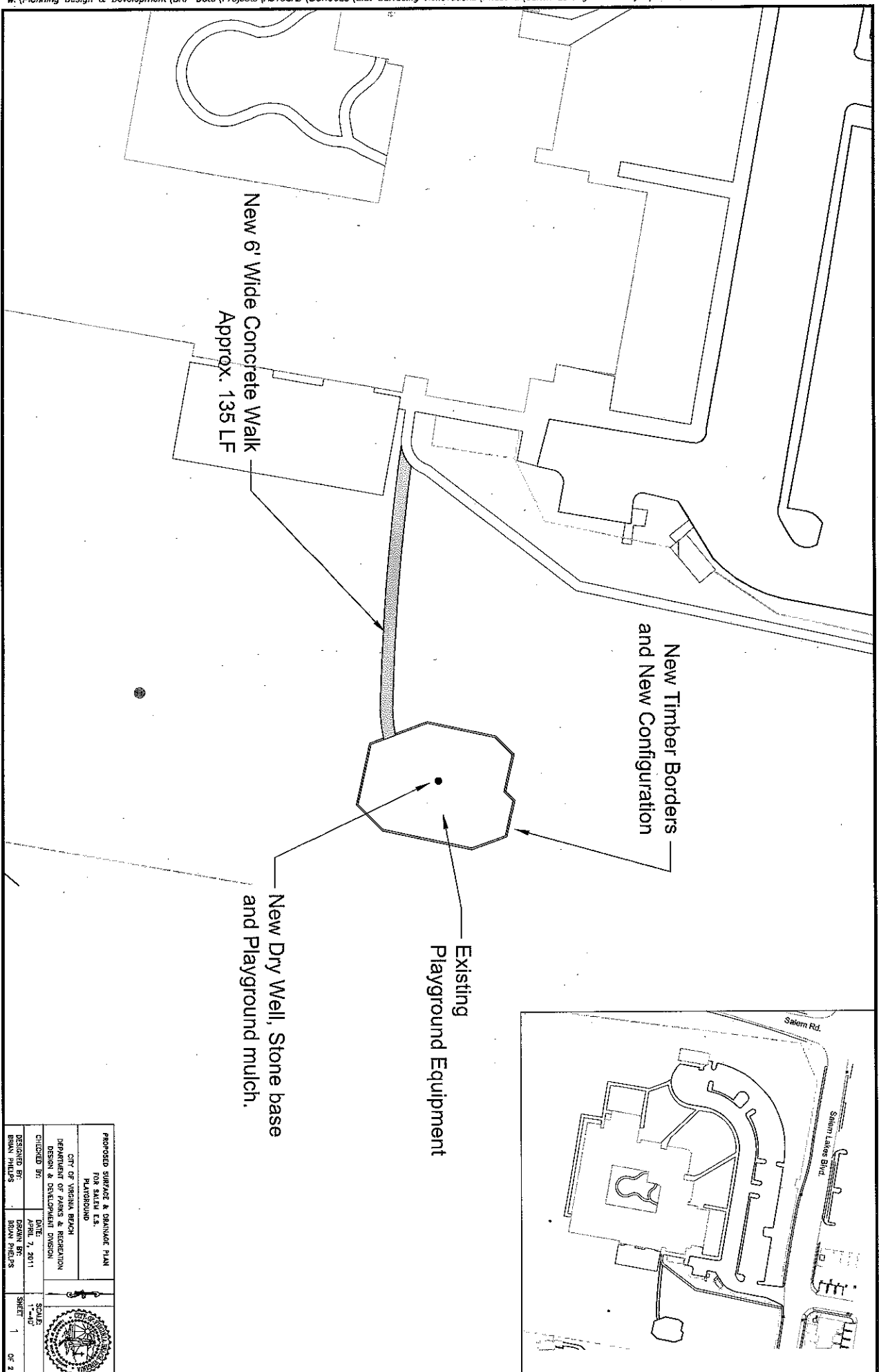
PROPOSED PLAYGROUND DRAINAGE PLAN FOR PARKWAY ELEMENTARY SCHOOL	
CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION	
PLAYGROUND #2	DATE
DESIGNED BY: BRYAN PHELPS	APRIL 08, 2011
DRAWN BY: BRYAN PHELPS	SCALE
	0=0
	SHEET 2
	OF 2



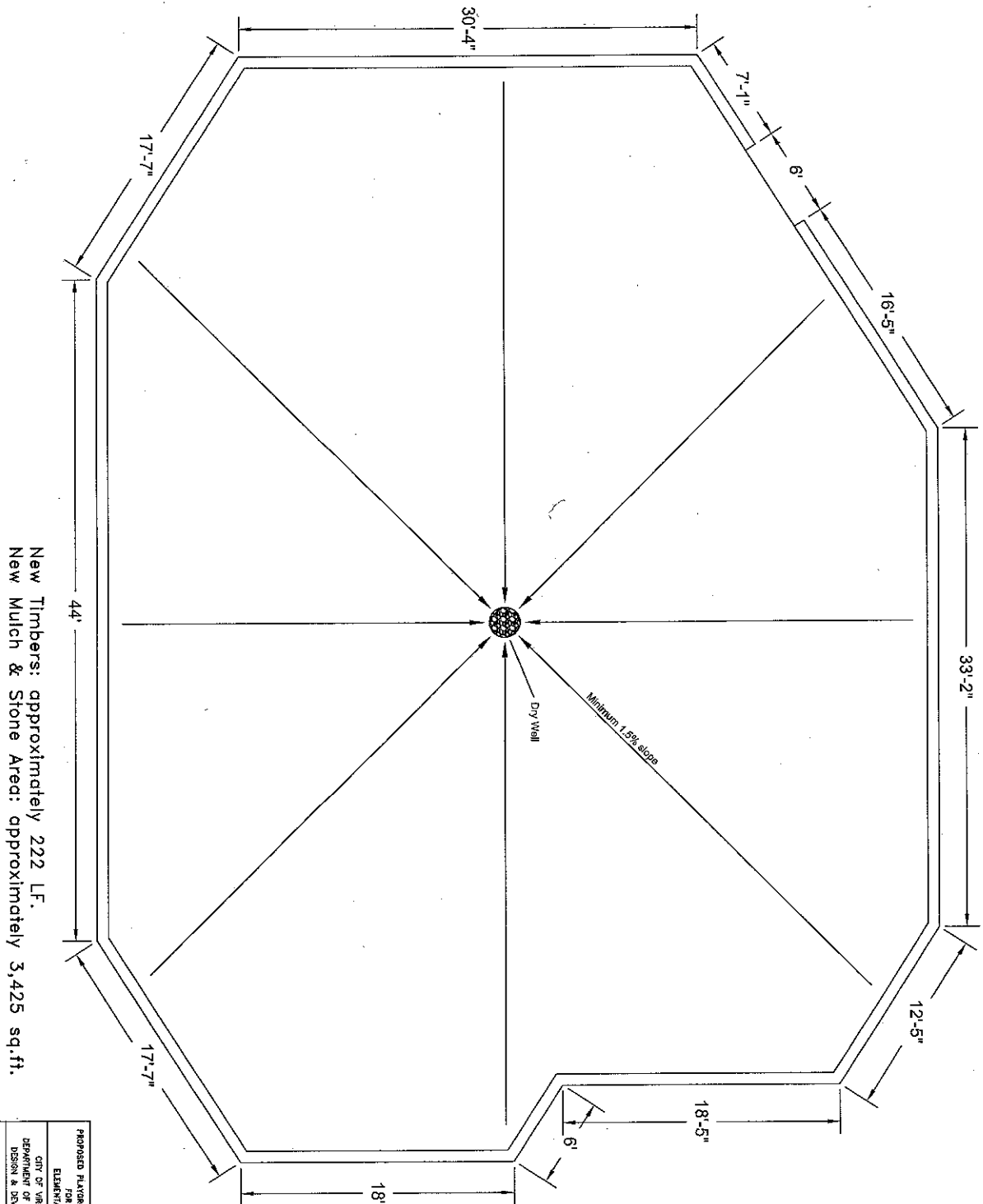




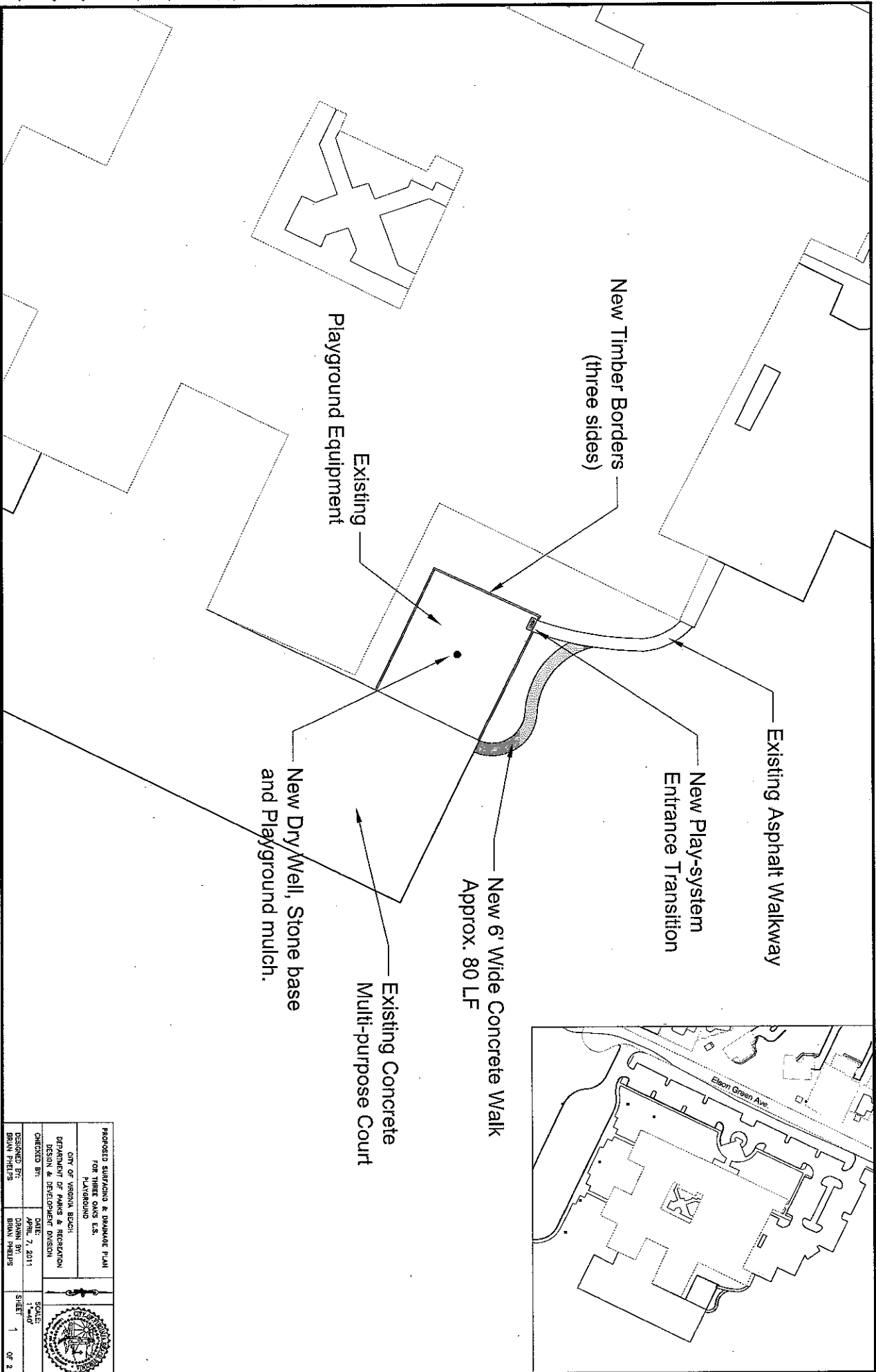
New Timbers: approximately 240 LF.
 New Mulch & Stone Area: approximately 3,780 sq.ft.



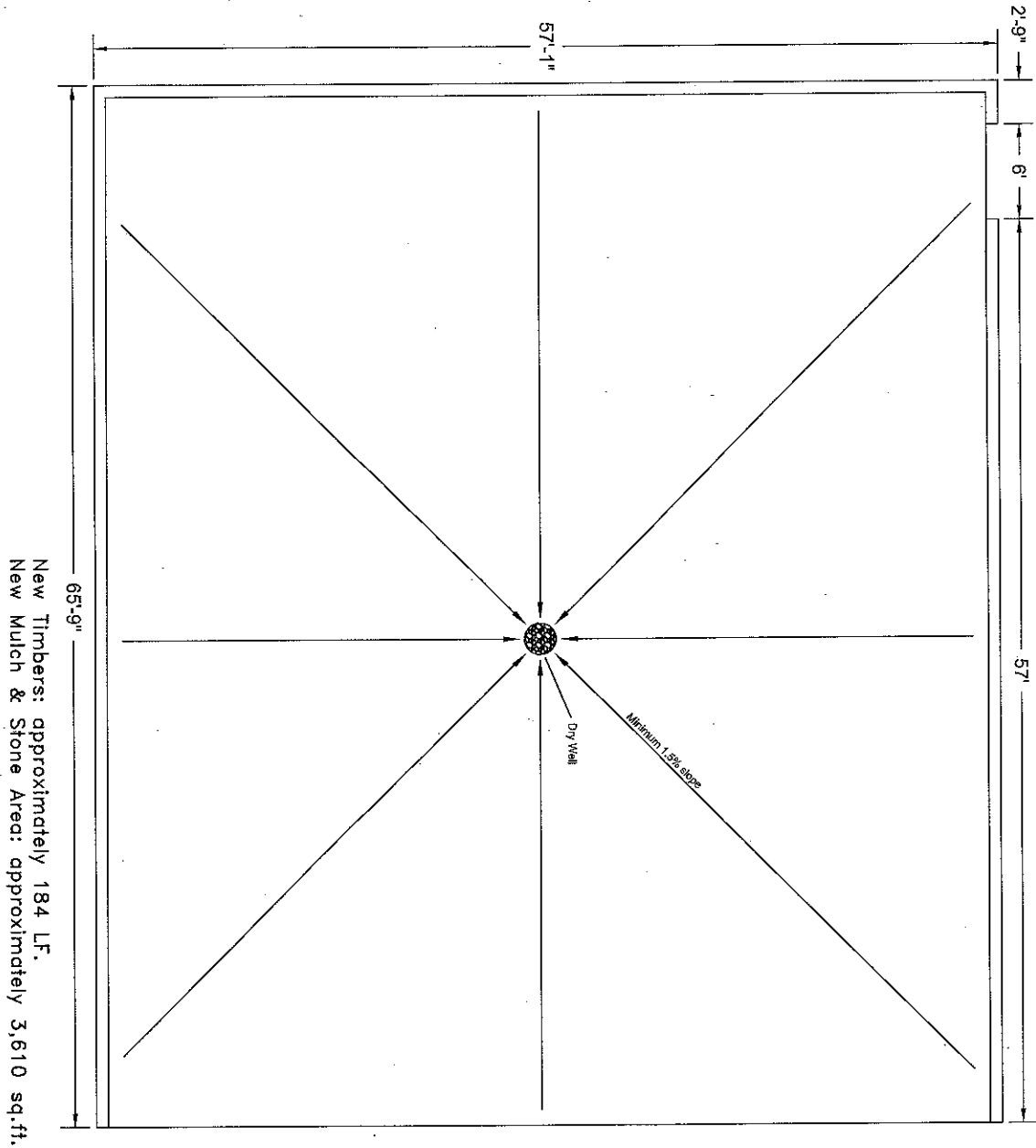
PROPOSED SURFACE & DRAINAGE PLAN FOR SALEM E.S. PLAYGROUND			
CITY OF VIRGINIA BEACH DEPARTMENT OF PUBLIC UTILITIES DESIGN & DEVELOPMENT DIVISION	DATE: APRIL 7, 2011	DRAWN BY: BRYAN PHILLIPS	SHEET 1 OF 2
CHECKED BY: BRYAN PHILLIPS	SCALE: 1"=40'		



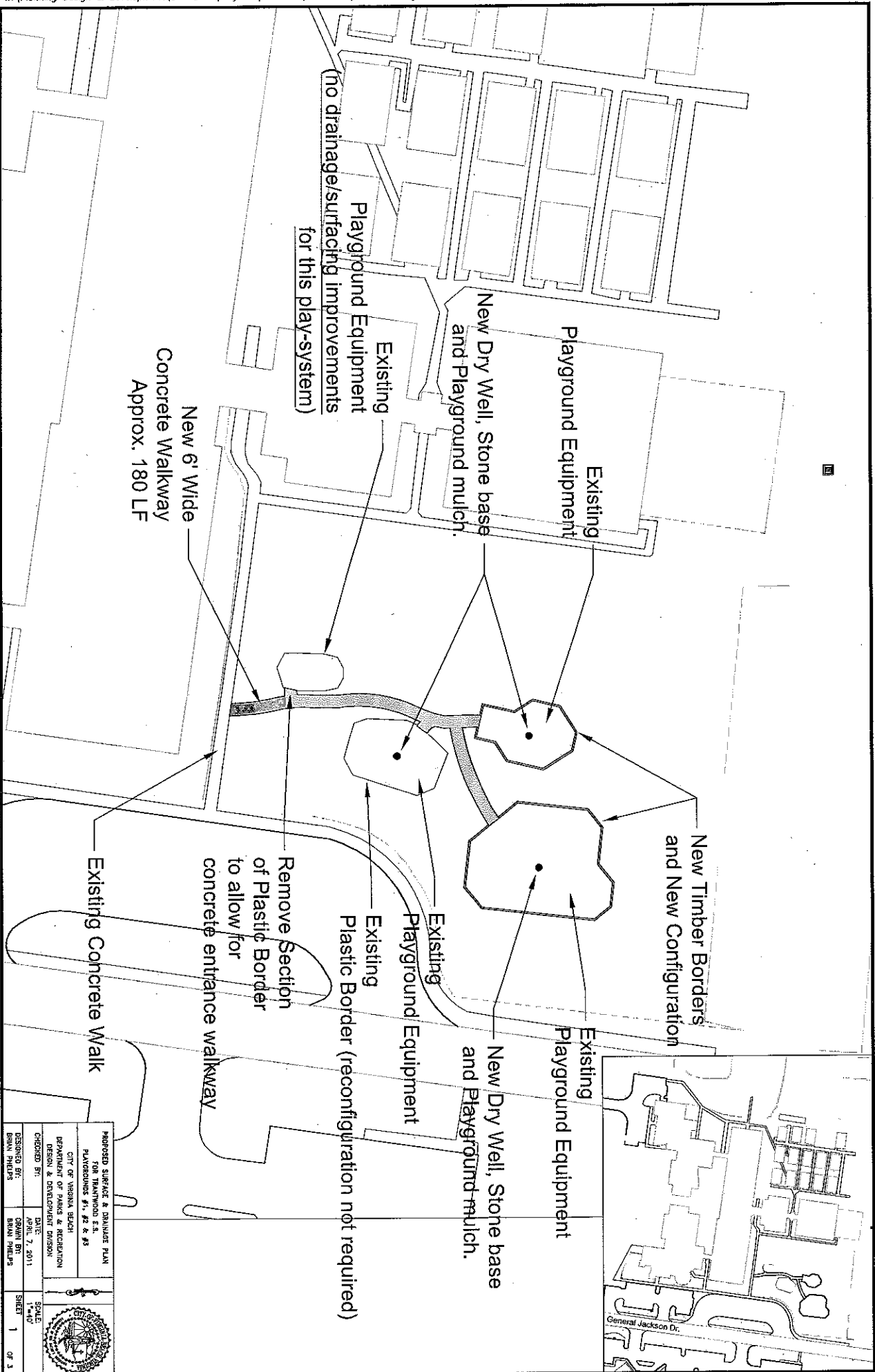
PROPOSED PLAYGROUND DAMAGE PLAN FOR SALEM ELEMENTARY SCHOOL			
CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION	DATE: APRIL 08, 2011		
DESIGNED BY: BRIAN PHILIPS	DRAWN BY: BRIAN PHILIPS	SCALE: 1"=10'	SHEET 2 OF 2



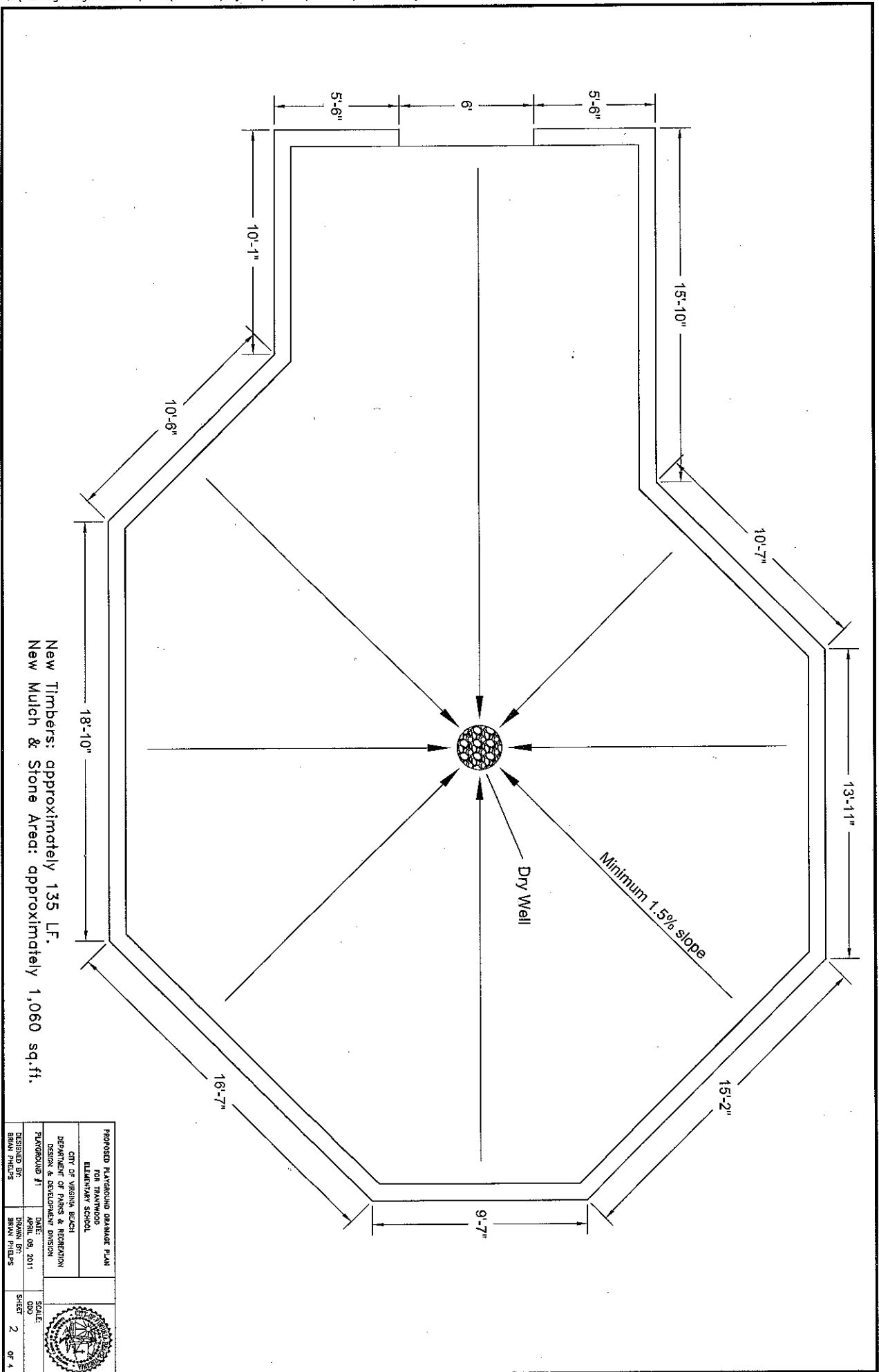
PROPOSED SURFACING & DRAINAGE PLAN FOR THREE OAKS E.S. PLAYGROUND			
CITY OF VIRGIN BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION			
CHECKED BY:	DATE:	DESIGNED BY:	SCALE:
BRYAN PHELPS	APRIL 7, 2011	BRYAN PHELPS	1"=40'
SHEET 1		OF 2	

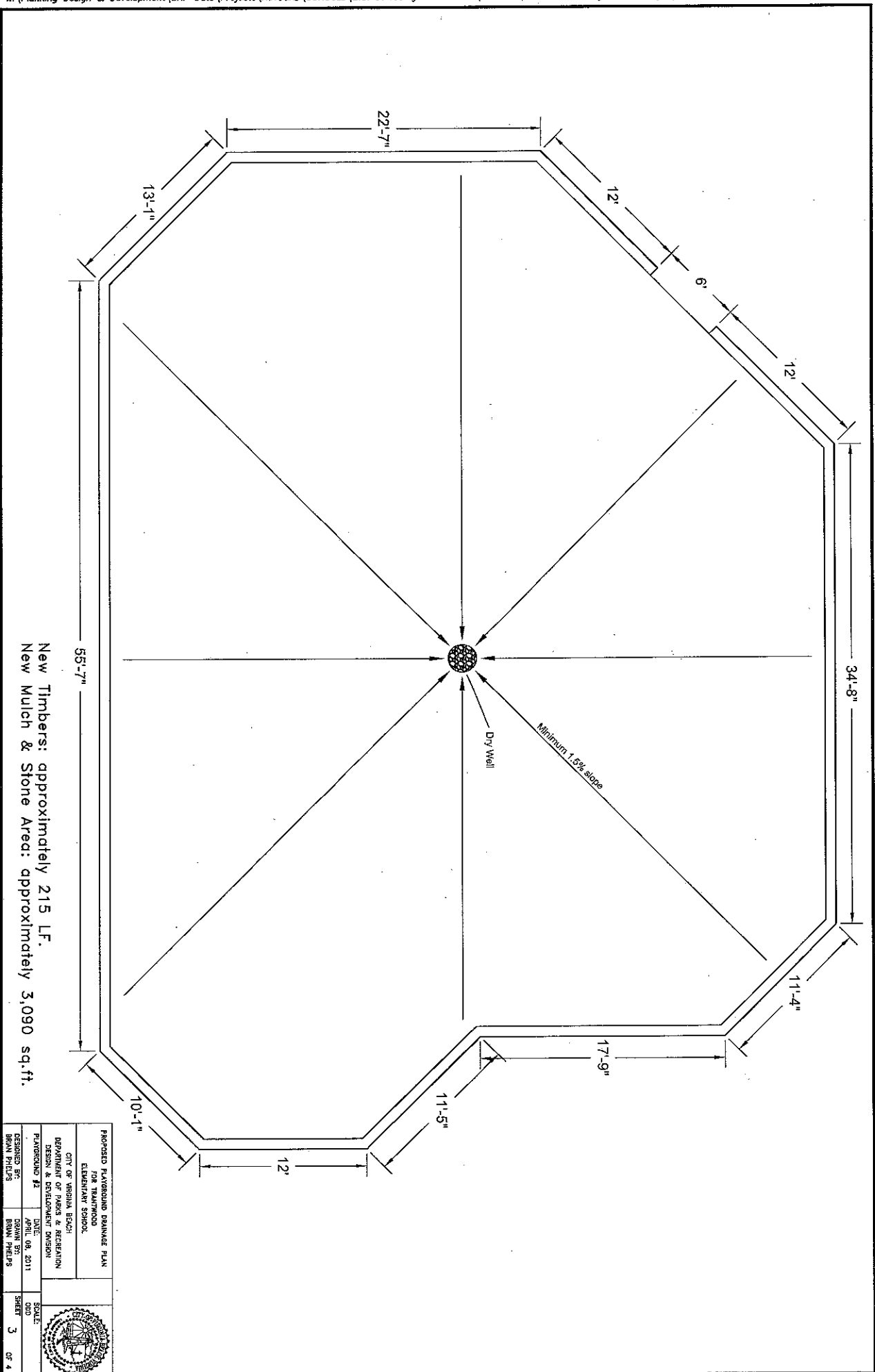


PROPOSED PLAYGROUND DRAINAGE PLAN			
FOR THREE OAKS ELEMENTARY SCHOOL			
CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION			
DESIGNED BY:	DATE:	SCALE:	SHEET 2 OF 2
BRIAN PHELPS	APRIL 08, 2011	000	

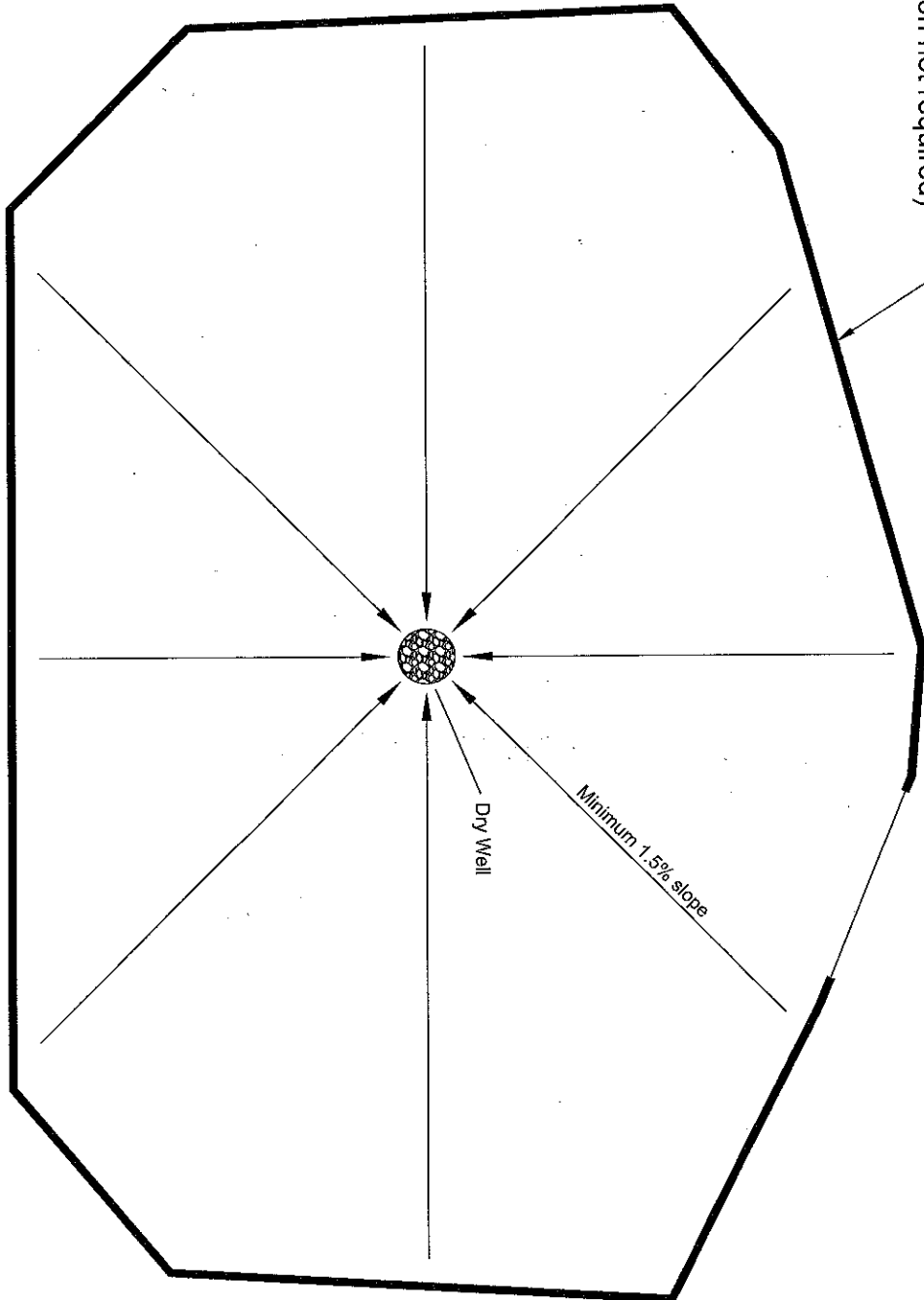


PREPARED BY: SURFACE & GRAVEL PLAN FOR TRANTWOOD E.S. PLAYGROUND #1, #2 & #3			
CITY OF VIRGINIA BEACH DEPARTMENT OF PARKS & RECREATION DESIGN & DEVELOPMENT DIVISION			
CHECKED BY: BRYAN PHELPS	DATE: 7. 2. 2011	SCALE: 1" = 40'	
DESIGNED BY: BRYAN PHELPS	DRAWN BY: BRYAN PHELPS	SHEET: 1 OF 3	





Existing Plastic Borders
(reconfiguration not required)



New Mulch & Stone Area: approximately 1,500sq.ft.

PROPOSED PLAYGROUND DRAINAGE PLAN 100 TRANTWOOD ELEMENTARY SCHOOL		
CITY OF VIRGINIA BEACH DEPARTMENT OF PLANNING & RECREATION DESIGN & DEVELOPMENT DIVISION		
PLAYGROUND #3	DATE APRIL 06, 2011	SCALE ODD
DESIGNED BY: BRYAN PHILLIPS	DRAWN BY: BRYAN PHILLIPS	SHEET 4 OF 4

COST DATA SHEET
BETTY F. WILLIAMS ELEMENTARY SCHOOL

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
6' WIDE CONCRETE WALKS/ENTRANCE		LF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET
TRANTWOOD ELEMENTARY SCHOOL PLAYGROUND#1

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
6' WIDE CONCRETE WALKS/ENTRANCE		LF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET

TRANTWOOD ELEMENTARY SCHOOL PLAYGROUND#2

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET
THREE OAKS ELEMENTARY SCHOOL

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
6' WIDE CONCRETE WALKS/ENTRANCE		LF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET
SALEM ELEMENTARY SCHOOL

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
6' WIDE CONCRETE WALKS/ENTRANCE		LF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET
ROSEMONT ELEMENTARY SCHOOL

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
6' WIDE CONCRETE WALKS/ENTRANCE		LF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET
PARKWAY ELEMENTARY SCHOOL

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
6' WIDE CONCRETE WALKS/ENTRANCE		LF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET
LYNNHAVEN ELEMENTARY SCHOOL

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
6' WIDE CONCRETE WALKS/ENTRANCE		LF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET
LOUISE LUXFORD ELEMENTARY SCHOOL

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
6' WIDE CONCRETE WALKS/ENTRANCE		LF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET
CORPORATE LANDING ELEMENTARY SCHOOL PLAYGROUND#1

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
6' WIDE CONCRETE WALKS/ENTRANCE		LF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET
CORPORATE LANDING ELEMENTARY SCHOOL PLAYGROUND#2

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
6' WIDE CONCRETE WALKS/ENTRANCE		LF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET
CENTERVILLE ELEMENTARY SCHOOL

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
6' WIDE CONCRETE WALKS/ENTRANCE		LF.			
BORDER TIMBERS 8X8		LF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

COST DATA SHEET

TRANTWOOD ELEMENTARY SCHOOL PLAYGROUND#3

COMPONENTS			COST DATA		
EXCAVATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
EXCAV./ GRADING					
INSTALLATION	QUANTITY	UNIT	MATERIAL	LABOR	TOTAL
PLAYGROUND SUBSURFACE DRAINAGE SYS. (DRY WELL & STONE)		SF.			
WOOD CARPET		SF.			

TOTAL PRICE:\$ _____

School Playground
Surfacing/Reconfiguration and Drainage Renovations

Phase II

Virginia Beach School Address:

- Betty F. Williams E.S. 892 Newtown Rd. 23462
- Corporate Landing E.S. 1590 Corporate Landing Pkwy 23454
- Three Oaks E.S. 2201 Elson Green Ave. 23456
- Louise Luxford E.S. 4808 Haygood Rd. 23455
- Centerville E.S. 2201 Centerville Turnpike 23464
- Trantwood E.S. 2344 Inlynnview Rd. 23454
- Lynnhaven E.S. 210 Dillon Dr. 23452
- Parkway E.S. 4180 O'Hare Dr. 23453
- Rosemont E.S. 1257 Rosemont Rd. 23453
- Salem E.S. 3961 Salem Lakes Blvd. 23456