



## INVITATION FOR BIDS

IFB #2013-6656-2049

June 28, 2012

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8032/ Fax: (757) 926-8038

[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

### Landscape Maintenance & Grass Mowing Services

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4<sup>th</sup> Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. NEWPORT NEWS, VIRGINIA.

**Scope of Services:** The Contractor shall furnish all labor, supervision, equipment, tools, materials and incidentals necessary to furnish landscape maintenance and grass cutting services to the City in a timely manner. The Contractor shall furnish landscape maintenance and grass cutting services in the parking lots identified in a manner that maintains the landscaping vegetation and grass on the sites and promotes proper health, growth, rich, green color and a neat appearance free of debris as indicated on the attached appendix.

**Bid Due:** 3:30 p.m., July 16, 2013

**Contract Officer:**

Shari D. Colvin, CPPB, VCO, Deputy Director, [scolvin@nngov.com](mailto:scolvin@nngov.com) and copy Feleasha Sherfy, [fsherfy@nngov.com](mailto:fsherfy@nngov.com)

**AN ORIGINAL AND ONE (1) COPIES OF YOUR SUBMITTAL ARE REQUESTED**

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this quote is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-mail: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(This form must be signed. Signature must be original)

## CONDITIONS AND INSTRUCTIONS

Rev: 08/03/2012

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the bid may be considered non-responsive. The City's published specifications shall supersede any additional writings submitted with the bid. Such writings shall be clearly marked and noted on the exception page.
2. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
5. Receipt of your bid by the City is not to be construed as an award or an order to ship.
6. Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
7. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after bids are publicly opened. Work papers showing evidence of error(s) may be required.
8. If issued, addenda to this solicitation will be posted on the Purchasing Department's website ([www.nngov.com/purchasing](http://www.nngov.com/purchasing)). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
9. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.
10. Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: [www.nngov.com/purchasing](http://www.nngov.com/purchasing) or [www.demandstar.com](http://www.demandstar.com).

11. The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
12. If authorized by the bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful contractor(s). The City of Newport News acts only as the contracting agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the contractor's responsibility to notify the jurisdictions of the availability of contract(s). Bidders not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
13. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City.
14. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
15. In case of error in the extension of prices, the unit price shall govern.
16. The time of proposed delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
17. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
18. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish.

Consideration will be given to bids submitted on alternate goods to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the goods and/or services he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services described.
19. Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
20. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
21. All bids must be signed by a responsible officer or employee having the authority to sign the form. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
22. By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
23. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another

person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.

24. **Hold Harmless and Indemnification:** The contractor shall defend, indemnify and hold the City, and City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its employees, agents, and volunteers, or incurred by or claimed against the City, City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the contractor or any of the contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the contractor. Unless otherwise provided by law, the contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
25. The contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
26. The contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations.
27. **The contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.**
28. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: \_\_\_\_\_

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

29. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000.00) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand dollars (\$1,000) but less than ten thousand dollars (\$10,000) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate, or may attach a copy of their business license:

"Licensed Class A Virginia Contractor No. \_\_\_\_\_."

"Licensed Class B Virginia Contractor No. \_\_\_\_\_."

"Licensed Class C Virginia Contractor No. \_\_\_\_\_."

30. **Payment Terms:**

- a) Payment terms shall be "2%-20, Net 30 days" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
- b) Payment terms shall be considered in determining the low bidder.
- c) Discount period shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
- d) The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.
- e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

31. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

32. In event of default by the contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.

33. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely, all appeals shall be made within the time periods set forth in Chapter 2, divisions 4 and 5, of the City Code.

34. **It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end,**

**the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women, minorities and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, WBE, MBE and SDV Business Requirements form within this document.**

35. The City has a directory of Newport News Small, Women-owned, Minority and Service Disabled Veteran-owned (SWAM) businesses. The directory is available at [www.nngov.com/purchasing](http://www.nngov.com/purchasing).
36. This public body does not discriminate against faith-based organizations.
37. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows:
- (a) It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - (b) The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
  - (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.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

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 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 clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, 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.

38. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
39. **Governing Law and Venue:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
40. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

41. **Termination by the City or the Contractor, or both, for convenience (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities “General Conditions”):**

The parties may terminate the contract at any time by mutual written agreement.

In addition, if the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination. Written notice of termination shall be given to the other party a minimum of sixty (60) days prior to its effective date.

42. **Termination for Cause (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities “General Conditions”):**

In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

43. **Direct contact with others besides the Purchasing Department, including other City departments or the City’s consultants, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the contracting officer. Violation may result in a determination that your firm is ineligible for award.**

44. **Questions or comments related to this solicitation shall be directed to the contract officer, and/or assistant, whose name and contact information appears on the front of this document. All questions must be submitted in writing (facsimile or email); telephonic inquiries will not be considered.**

45. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Department of Purchasing, the contract documents shall control.

In the event of a conflict between the Department of Engineering Standard Specifications dated August 1, 1983, as amended, HRPDC Regional Construction Standards (5<sup>th</sup> edition), and the contract documents (including the General and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

In the event of a conflict between the Department of Public Utilities “General Conditions” and the contract documents (including the General and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

46. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

47. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends to be considered must be submitted with the bid as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.
48. Failure of the contractor to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the contractor for a period of up to three (3) years. Termination and/or debarment of the contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
49. **Records and Inspection:** The contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
50. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the contractor, or the waiver by the City of any provision under this contract including any obligation of the contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
51. **Independent Contractor:** The contractor and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
52. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. **Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the acts or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.**



## SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

**Complete the following information and return the form with your package.**

- 1) If you are a SBE, MBE or WBE, please check one of the following boxes:

**SBE**      ☐      **MBE**      ☐      **WBE**      ☐

- 2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

	Company Name
Total <b>SBE</b> Dollars to be Sub-contracted \$ _____	_____
Total <b>MBE</b> Dollars to be Sub-contracted \$ _____	_____
Total <b>WBE</b> Dollars to be Sub-contracted \$ _____	_____

- 3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

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For your convenience below is a link to the City's SWAM Directory of firms in Newport News.

[Download SWAM Directory of Firms Located in Newport News.](#)

This Minority Directory is made up of Newport News based SWAM (Small, Women and Minority) owned firms registered with our Department. They are listed by the type of work that they do. General contractors are encouraged to use these firms whenever possible on City contracts. While the City makes no claim as to their skills or suitability, we feel this could be a starting place for your search for SWAM firms. [Qualified firms not listed should contact the Purchasing Department].

## **ANTI-COLLUSION CERTIFICATION**

The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

## Grass Mowing Services

### I. **PURPOSE:**

The purpose of this Invitation for Bid (IFB) is to solicit sealed bids to establish a term contract to obtain landscape maintenance & grass mowing services from a qualified source for the City of Newport News Department of Development (City). The term of the contract will be from date of award through January 31, 2014 and renewable for four (4) additional one-year periods at the discretion of the City thereafter. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

**Note:** *The City operates on a fiscal year from July 1 through June 30. Purchase Orders are good through the end of a current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the current contract period and subsequent renewal periods.*

### II. **SCOPE OF SERVICES:**

The Contractor shall furnish all labor, supervision, equipment, tools, materials and incidentals necessary to furnish landscape maintenance and grass cutting services to the City in a timely manner. The Contractor shall furnish landscape maintenance and grass cutting services in the parking lots identified in a manner that maintains the landscaping vegetation and grass on the sites and promotes proper health, growth, rich, green color and a neat appearance free of debris as indicated on the attached appendix. The City reserves the right to add or remove sites during the contract period.

### **STANDARDS:**

- a. The Contractor shall have adequate numbers of properly trained and supervised staff and equipment to maintain the schedule of lawn mowing at their own expense. Deflective guards shall be in place during mower operation.
- b. All landscaping and grass cutting services, equipment and materials shall comply with accepted industry and OSHA safety standards.
- c. The Contractor staff shall wear appropriate clothing.
- d. The City will not be responsible for any loss or damage of the Contractor equipment, tools, supplies or materials.

### **CONTRACTOR STAFFING REQUIREMENTS:**

- a. The Contractor shall provide sufficient work force to include supervision to perform the services described herein at each location in a timely manner.

### **INSPECTION:**

- a. The Contractor shall submit a maintenance schedule to the City showing each site being serviced and shall indicate a sequence throughout the locations and date location is to be serviced. The schedule shall be in accordance with the suggested period as outlined. The Contractor shall contact the contract administrator and the City personnel will discuss and develop an agreed upon schedule due to weather or emergency situations. The City reserves the right to remove the scheduled service for

that period from the schedule. Failure of the Contractor to provide an appropriate schedule shall be grounds of default of this contract.

- b. The City will conduct an inspection of all sites at the completion of each maintenance service. The Contractor may be present during this inspection. The City personnel will identify any areas of correction for that service area and the Contractor shall have 24 hours to correct the maintenance service. If the Contractor is not present during the inspection, the City personnel shall notify the Contractor within 24 hours of the corrected items. The Contractor shall notify the City of any damages or hazardous conditions that may affect the appearance, condition or safety of the grounds to be serviced. Failure to correct any deficiencies by the Contractor shall be grounds to withhold payment of the invoice until services have been corrected. The Contractor shall not be allowed to continue with the next maintenance services, until all matters have been resolved. The City reserves the right to procurement services for the maintenance services and charge the difference to the Contractor.
- c. The Contractor shall be responsible for all property damages or personal injury resulting from its operations. All property damage or personal injury shall be reported to the City immediately.

### III. **SPECIFICATIONS:**

#### a. **MOWING AND TRIMMING:**

- Grass shall be cut no lower than 2" and left no higher than 3". Any bare ground areas may become populated with grass or weeds through natural spread, i.e., not artificially planted, thus these areas shall be cut also. Grass cutting shall be done such that it is free of scalping, rutting, bruising, uneven and rough cutting. Only exception to the height stated above is during extreme heat and little rainfall. If such conditions occur and only at the direction of the City, the Contractor shall cut the grass not less than 3".
- Prior to mowing, the Contractor shall remove and dispose of all rubbish, debris and trash, which includes but not limited to: leaves, rocks, paper and other removable objects on the ground or any tree or shrubbery within the project limits. All such items shall be removed from the City property before any mowing occurs. If there is a large amount of trash and debris, the Contractor shall work with the City personnel to determine the removal of the items.
- The Contractor shall dispose of such trash off the City property the same day.
- In areas where walkways or other paved areas including curb lines are located within the grass mowing area they shall be clear of any grass clippings.
- Mow, trim and edge from March 1<sup>st</sup> through December 16<sup>th</sup> with the exception of the first year shall begin upon award of contract.

#### b. **TRIMMING AND EDGING:**

- All grass under and around trees, shrubs, fences, poles, walls, sprinkler heads, valves, asphalt or concrete paved areas including sidewalks, walkways, shrubs or any other permanent structure shall be trimmed to match the height and appearance of the surrounding mowed grass.
- Trimming may be accomplished by hand clipping or by use of "weed eater" type equipment. Any trees, shrubs or grass areas that are killed by the

trimming operation shall be replaced; and any structure damaged by the trimming operation shall be repaired or replaced by the Contractor at no cost to the City.

- Trimming operations shall be done on the same day as grass cutting. Grass cutting shall not be considered complete until all trimming operations are accomplished.
- Grass clippings and trimmings shall be removed from sidewalks and other paved areas the same day the grass are cut.

c. FERTILIZING:

- Turf shall be fertilized according to the predominant grass type. Refer to Virginia Cooperative Extension's publication 430-11, Lawn Fertilization in Virginia for specific recommendations.
- For cool season grasses follow Program 2 for medium quality desired. For warm season grasses follow Program 4 for medium quality desired. Annually, submit a soil sample to determine nutrient and lime requirements and provide a copy to the Contract officer.

d. INSECT AND DEISEASE CONTROL:

- As insect and disease problems occur on plant materials, control will be achieved utilizing materials and rates recommended in the current issue of the Virginia Polytechnic Institute and State University's Pest Management Guide. Use caution to avoid over applications particularly in resource protection areas of the Chesapeake Bay.

e. LITTER CONTROL:

- Litter control shall be performed on the same schedule as that of the grass mowing. Remove all natural vegetation (fallen leaves, branches, grass clippings, etc.) as well inorganic materials (plastic, glass, metal, paper, rocks, vehicle parts, etc.) or any other miscellaneous debris material from the lot.
- Leave site, walks, parking areas, drive aisles, etc. free from dirt, clippings, dead weeds, or debris. All litter collected shall be discarded off-site at a proper solid waste/compost disposal facility at the contractor's expense.
- Use of power blowers maybe used to aid in cleanup; however resulting debris shall be gathered-up, collected and disposed off-site. Do not simply blow into adjacent areas/properties. Care shall be taken as to avoid any potential damage caused by flying debris to vehicles, buildings, or other amenities from flying debris generated.
- All resulting collected litter shall be legally discarded off-site at a reputable landfill/waste facility at the contractor's expense.

f. WEED CONTROL (Turf and Paved surfaces):

- Pre-emergent herbicide will be applied to control both annual and perennial grassy and broadleaf weeds in strict accordance with label directions. If weeds appear, control will be provided with post-emergence herbicides in strict accordance with label directions. Use non-selective and/or pre-emergent herbicides as necessary for expansion joints and cracks of paved surfaces. It will be the contractor's responsibility to remove all annual grasses and weeds

from expansion joints and cracks of hard surfaces once they have been sprayed and died.

- Provide weed control for all hard or paved surfaces including but not limited to walkways, curbing, driveway entrances, manholes/utility covers, drainage drop inlets, outfalls, etc. in the project limits.
- Care should be taken to avoid chemical application drift and damage to the adjacent properties.
- Use of power blowers, weed eaters and other hand tools maybe used to aid in clean up; however resulting debris shall be gathered-up, collected and disposed off-site.
- All resulting collected litter shall be legally discarded off-site at a reputable landfill/waste facility at the contractor's expense

g. CHEMICAL APPLICATIONS:

- All Chemicals used for control purposes, including, but not limited to, pesticides and herbicides shall be applied by, or under, the direct supervision of a Virginia Certified Pesticide Applicator who holds a Commercial Pesticide Applicator's Permit for Ornamentals (3A) and Turf Pest Control (3B).
- The permit shall be current during the entire period of this contract, and the contractor shall furnish the Contract Manager with a copy of the Pesticide Applicator's Permit. The contractor accepts total responsibility for the replacement of shrubs, trees, groundcovers, and turf grass, etc., whether owned by the City or others, which the City judges to have been damaged or killed as a result of chemical application under this contract. The Contractor shall furnish labels of all chemicals being used in conjunction with this contract.

h. OVERSEEDING:

- Overseed all turf areas with turf species are to be applied in compliance with the rates recommended by Virginia Tech's publication 430-011 Lawn Fertilization in Virginia. Four weeks prior to overseeding, the turf shall be aerated and the resulting plugs removed from the site. Water as required for the seed to emerge.

i. BARE SPOT AND TURF REPAIR:

- Bare spots and/or ruts shall be prepared and seeded using turf species designated by the Contract Officer. Rake and seed lightly loosened soil to provide shallow coverage without affecting the seed distribution pattern. Water as required until grass in the restored bare spots is established. Bare spots and ruts shall be considered restored when the grass has reached a height of (3) inches for fescue, or (1) inch for warm season turfs. Upon complete coverage of bare area, the contractor is to notify the City for inspection and acceptance of repaired area. Topsoil, when needed, is to be provided by the contractor. Topsoil shall be screened, friable and free of debris.

j. ADDITIONAL, NON-ROUTINE EVENTS:

- Additional costs associated with clean-ups as a result of a traffic accident or storm event shall be submitted in writing by the Contractor and the proposal approved by the City Agent(s) on the authorized purchase order (PO) prior to such work commencing.

#### IV. **TREE, SHRUB & GROUNDCOVER MAINTENANCE**

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

##### a. WEEDING:

- Tree collars and all bed areas shall be maintained in weed free condition through the use of herbicides and hand labor. Contractor shall furnish labels of all herbicides being used in conjunction with this contract.
- Pre-Emergent Herbicide: Prior to mulching, apply a pre-emergent herbicide twice annually to protect against grassy and broadleaf weeds. Utilize Ronstar G, Snapshot or similar herbicide at the maximum rate for ornamental beds. Apply and water-in according to label directions.
- Post-Emergent Herbicide: Post-emergent herbicides (Roundup Pro or similar) shall be applied as needed to control all undesirable growth throughout the growing season. As always, apply all chemicals according to label directions. It will be the contractor's responsibility to remove all grasses and weeds once they have been sprayed and have died.
- Application of Chemicals: All chemicals used for control purposes including but not limited to herbicides and pesticides, shall be applied by or under, the direct supervision of a Virginia Certified Pesticide Applicator who holds a Commercial Pesticide Applicator's Permit for ornamentals and turf pest control, or a Registered Technician. The permit shall be current during the entire period of this contract, and issued by the Virginia Department of Agriculture and Consumer Services. The contractor shall furnish the Contract Officer of Newport News with a copy of the Pesticide Applicator's Permit valid for the duration of this contract. The contractor accepts total responsibility for the replacement of shrubs, trees, groundcovers, seasonal color and turf grass, etc., whether owned by the City or others, which the City judges to have been damaged or killed as a result of chemical application under this contract. The Contractor shall furnish labels of all chemicals.
- Hand Weeding: Where commercial herbicides may cause damage to sensitive plants (seasonal color, bulbs, ground covers, etc.) weeds are to be pulled by hand to minimize plant loss or damage.

##### b. PRUNNING:

- Trees: Prune as authorized and specified by contract officer only.
  1. Prune deciduous trees when dormant to promote open framework in crown and to remove basal suckers. Pruning to be done using recognized best industry practices, similar to those detailed in Virginia Cooperative Extension publication 430-456, Pruning Deciduous Trees found on the web at [www.ext.vt/pubs/nursery/430-456/430-456.html](http://www.ext.vt/pubs/nursery/430-456/430-456.html).
  2. Prune evergreen trees using recognized best industry practices, similar to those detailed in Virginia Cooperative Extension publication 430-457, Pruning Evergreen Trees found on the web at [www.ext.vt/pubs/nursery/430-457/430-457.html](http://www.ext.vt/pubs/nursery/430-457/430-457.html)
  3. Remove all dead, diseased or damaged branches back to point of branching. If fifty (50%) or more of the plant parts are dead or unhealthy, notify the Contract Officer as soon as possible. Upon notification from the Contract

Officer remove entirely the affected plant(s). The removal shall be limited to trees sized as follows:

- Deciduous, single stemmed trees: less than or equal to three and one-half inches (3.5") in caliper.
  - Evergreen or multi-stemmed trees: less than or equal to ten feet (10') in height.
  - 4. Remove and discard off-site desiccated flowering structures after trees have bloomed and flowers have died (i.e. Crepe Myrtles or similar).
  - Shrubs and Groundcovers/Perennials: Prune as authorized and specified by contract officer only.
    - 1. Pruning shall be performed in appropriate season as not to remove fruit or bloom. Every effort shall be employed to maintain a natural growth form for each plant species. Generally, most shrubs will need to be thinned with hand pruners and/or loppers. The top most growth may be reduced no more than 1/3 of the entire length. Lightly prune new growth in keeping with the overall size and shape of plant. Repeated shearing with electric, gas or manual pruning equipment is prohibited.
    - 2. Remove all dead and damaged branches back to point of branching. If fifty (50%) or more of the plant parts are dead or unhealthy, notify the Contract Officer on their agent as soon as possible. Upon written notification from the Contract Officer, remove entirely the affected plant(s).
  - Groundcovers, perennials, and annuals shall be pruned as directed for both activity schedule and pruning method.
    - 1. All lirioppe shall be pruned back to a height of 3-4" in early March, to remove last year's foliage and flowering structures.
    - 2. Remove dead flowering structures after blooming and berrying
    - 3. Refer to VT publication, "A Guide to Successful Pruning, Pruning Shrubs", found on the web at [www.ext.edu/pubs/nursery/430-459/430-459.html](http://www.ext.edu/pubs/nursery/430-459/430-459.html)
  - Remove all materials and debris from landscape maintenance operations from the site promptly at each visit. Leave site, walks, parking areas, drive isles etc. free from dirt or debris. Use power blower and rake, broom, and dust-pan to keep areas tidy. All debris collected shall be discarded off-site at a proper solid waste/compost disposal facility at the contractor's expense.
- c. INSECT AND DISEASE CONTROL:
- As insect and disease problems occur, apply appropriate chemicals to evergreen trees, deciduous trees and shrubs in leaf, and groundcovers/ perennials as directed to control all forms of pests and diseases. All chemicals used for control purposes shall be applied by, or under the direct supervision of, a Virginia Certified Pesticide Applicator.
  - Apply **dormant oil spray** once a year in January according to label directions.
- d. WATERING (only when applicable, see maintenance sheets):
- During the months of June through September, all plant materials shall be watered as necessary during periods of drought. Plants should be thoroughly watered at least once every 7 days, during periods of temperatures greater than 90 degrees Fahrenheit.



e. FERTILIZING AND MULCHING:

- **Fertilizing:** A complete fertilizer with Nitrogen, Phosphoric acid and Potash shall be applied once a year before the mulch is applied. Utilize a **time released fertilizer** such as Osmocote nine month release, Isotek31, Grocote or the like. Water-in fertilizer as necessary according to label directions. The Contractor shall furnish labels of all fertilizers being used in conjunction with this contract.
- **Mulching:** All tree, shrub, and groundcover beds and tree collars shall be mulched with **shredded hardwood** mulch.
- The shredded hardwood mulch is to be applied Early March and as directed by the Contract Officer in October in cleaned out beds, free of litter and debris. A 2-1/2" – 3" base of mulch should exist after the first mulching.
- At no time shall the mulch be thicker than 4". If mulch starts to accumulate greater than 4", remove and discard old mulch before adding new mulch.
- Mulch shall be disease free hardwood of uniform brown color with a nominal thickness not to exceed 1/8". All mulch shall be free of twigs, leaves and materials injurious to plant growth.
- Fertilizer and pre-emergent herbicide shall be in place prior to mulching.

f. EDGING:

- All mulched areas shall be machine or manually edged to sufficiently retain the mulch in bed areas or around tree collars and to deter weed encroachment from adjacent vegetated areas.
- Prior to mulching, a 'V' shaped earthen trench, four inches (4") deep, shall be provided at the outside edge of mulched area(s).
- All soil generated from the edging shall be evenly distributed and finely graded out into the bed area; thereby eliminating large clumps of matter.
- Edging soil shall not be added on top of any plant roots, especially tree collar areas.
- Edging soil shall be removed from site if it cannot easily be graded into existing beds without adversely affecting plant health.

V. OTHER:

a. SITE CONDITIONS:

- Contractor will receive the sites in "as-is" condition. **All bidders shall complete a site visit and inspection of the parking lot sites and general areas to be maintained as shown in the appendix.**
- Any questions concerning the requirements of these specifications shall be directed to the City's Purchasing Agent for clarification.

b. WORK ZONE SAFETY:

- As many sites are located adjacent to or within high traffic volume areas, safety is always the priority. Contractors shall comply with all standards, rules and regulations cited in the Virginia Department of Transportation 2011 Virginia Work Area Protection Manual. The manual can be printed from the VDOT.com website by typed "Work Area Protection" into the site search. The consistent use of the appropriate high visibility yellow

safety vests, vehicles equipped with high intensity amber rotating lights, orange cones/barrels and work zone signage will be required whenever work is being conducted in the City's street medians and shoulder rights of way (including sidewalks).

- As best industry practices for the landscape maintenance industry recommends, we strongly encourage the use of Personal Protective Equipment (PPE) while performing landscape maintenance operations for the optimal safety and welfare of all personnel working on City sites. More information about approved protective eyewear, ear ware and clothing can be found on the Occupational Health and Safety website ([www.OSHA.org](http://www.OSHA.org)). Additionally, the American National Standards Institute ([www.ansi.org](http://www.ansi.org)) provides information on the specific PPE required for the use of each type of landscape industry equipment (blowers, weed eaters, mowers, etc.).

c. RIGHT OF WAY PERMITS:

- Any work performed within the City public rights of way (ROW) requires that a ROW Permit Application be submitted and approved by the Director of Engineering. The application form can be found on the City of Newport News website ([www.nngov.com](http://www.nngov.com)) by clicking on the Online Forms (left sidebar), Engineering, List of Permits and Applications, and then Right-of-Way Permit.
- The contractor will need to provide Proof of liability insurance in the amount of one hundred thousand dollars (\$100,000) minimum and proof of a right-of-way bond for a five thousand dollar (\$5,000) minimum or as required by the Dept. of Engineering Permits Office.
- Traffic Control Plans for ROW permits will be required (see attached brochure) and Work Hour Restrictions apply to many City Streets for lane closures. Please refer to restrictions as stated within [www.nngov.com/engineering/pdf/workrestriction.pdf](http://www.nngov.com/engineering/pdf/workrestriction.pdf)
- Before any work can proceed, all necessary certificates of liability insurance, Right-of-Way bond and permit or any other required documents will need to be submitted and approved.

## **VI. Contractor Data:**

**All bidders shall provide the following information. This landscape maintenance project will only be awarded to a responsible and responsive bidder, qualified to provide the work specified. Failure to provide the following information may result in the bidder's bid being considered non-responsive.**

**Years in Business** supplying like services as outlined in these specifications:  
\_\_\_\_\_years \_\_\_\_\_months.

### **Business Location:**

Bidder maintains that he/she is able to provide qualified personnel, working equipment, specified materials, storage of materials/equipment, etc within a reasonable period of time to the job-site(s) in order to complete the described work in an effective and efficient manner.

**Certification(s):** The bidder shall identify, but not limited to, the following professional certifications that are held and are currently valid.

<b>Certification Name</b>	<b>Certificate #</b>	<b>Issue Date</b>	<b>Date Valid Through</b>
Business License			
Commercials Pesticide Applicator			
Registered Pesticide Technician			
Certified Grounds Management			
Sports Turf Management			
Certified Crew Chief			
International Society of Arboriculture			
Virginia Certified Horticulturist			
Other:			
Other:			

**References:** Three references shall be provided that the bidder has served continuously for a minimum of two (2) years. At least one of the references should include a like project of the similar caliber (size, quality, and/or cost).

**Reference 1**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 2**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 3**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

LANDSCAPE MAINTENANCE COST SCHEDULE  
NEWPORT NEWS PARKING AUTHORITY

Site Location: Hilton Village, Public Lot at Warwick Blvd. & Main St. (Lot Area 1)

Required for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	One-Time Cost	Annual Cost
	<b>BED AREAS: TREE, SHRUB AND GROUND COVER</b>			
Y	WEED CONTROL: PRE-EMERGENCE	2	\$	\$
Y	WEED CONTROL: POST-EMERGENCE	36	\$	\$
Y	PRUNING: DECIDUOUS TREES < 5" CAL.	1	\$	\$
Y	PRUNING: SHRUBS	3	\$	\$
Y	PRUNING: GROUNDCOVERS & PERENNIALS	2	\$	\$
N	STAKING & GUYING: ADJUSTMENT PER TREE	0	X	X
N	STAKING & GUYING: REPLACEMENT PER TREE	0	X	X
N	STAKING & GUYING: REMOVAL PER TREE	0	X	X
N	INSECT & DISEASE CONTROL: TREES < 5" CAL.	0	X	X
Y	INSECT & DISEASE CONTROL: SHRUBS	2	\$	\$
Y	INSECT & DISEASE CONTROL: GROUNDCOVERS & PERENNIALS	2	\$	\$
Y	INSECT & DISEASE CONTROL: DORMANT OIL	1	\$	\$
N	FERTILIZATION: TREES < 5" CAL.	0	X	X
Y	FERTILIZATION: SHRUBS	2	\$	\$
Y	FERTILIZATION: GROUNDCOVERS & PERENNIALS	2	\$	\$
Y	MULCHING: EARLY MARCH (HARDWOOD SHREDDED)	1	\$	\$
Y	MULCHING: OCTOBER (HARDWOOD SHREDDED)	1	\$	\$
	<b>PAVED SURFACES</b>			
Y	WEED CONTROL	36	\$	\$
	<b>LITTER CONTROL</b>			
Y	LITTER REMOVAL – <b>ENTIRE SITE</b> TO INCLUDE: Leaves and other organic materials, paper, plastic & other debris materials as necessary.	36	\$	\$
	Other: <b>Remove dead flowers and leaves from yuccas;</b>			
	Remove suckers and dead wood from 3 small flowering trees in island; Spray as necessary to control disease and insects.			
	Prune Fosteri holly to maintain manicured, conical shape; Thin & fertilize nandinas to rejuvenate growth from bottom.			
	Spray junipers for control of spider mites.			
	Keep flowering perennials dead-headed.			
	<b>Sub Total</b>	<b>X</b>	<b>X</b>	<b>\$</b>

\*Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Officer only.



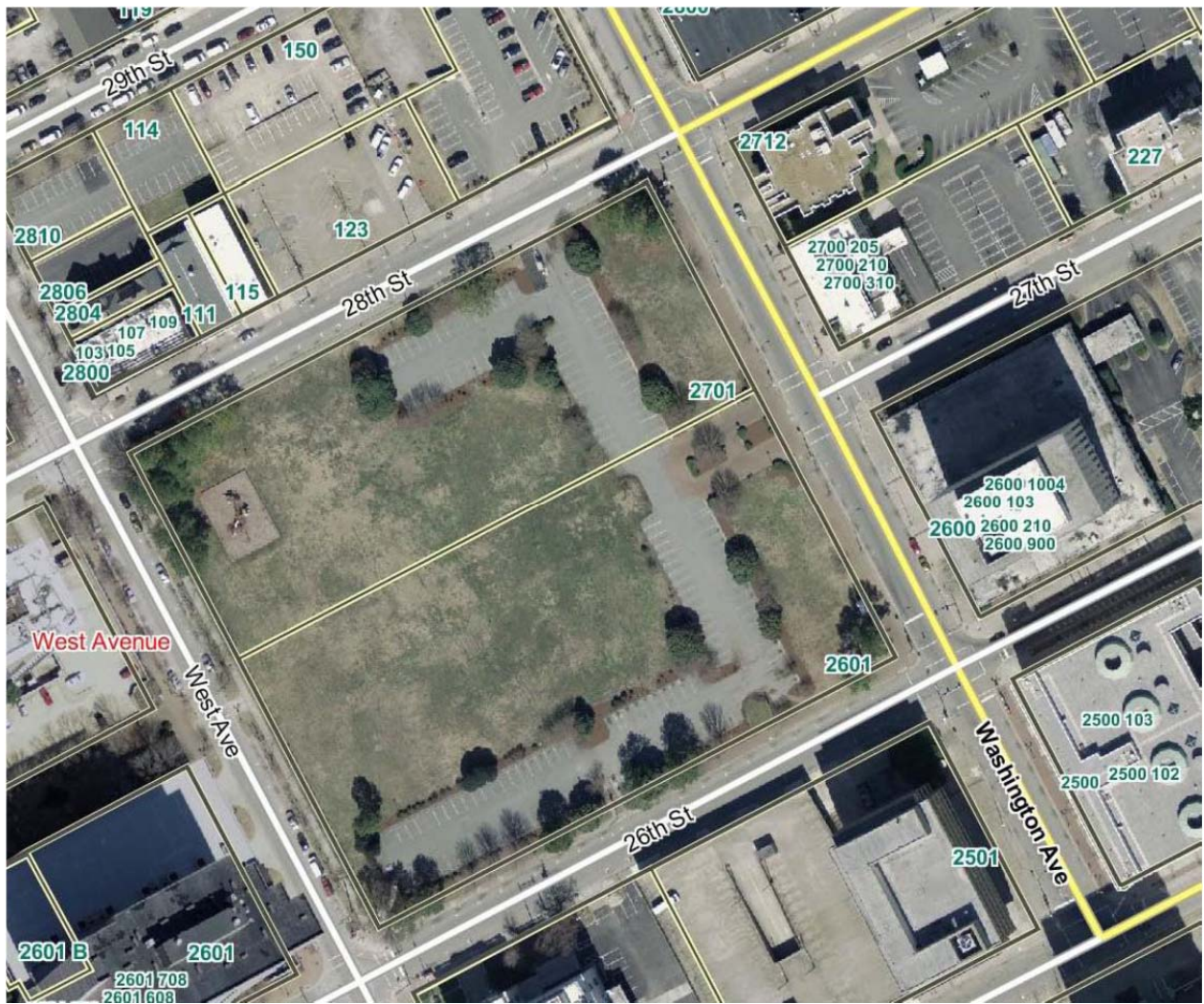
**LANDSCAPE MAINTENANCE COST SCHEDULE  
NEWPORT NEWS PARKING AUTHORITY**

**Site Location: The Superblock, Washington Ave., 26<sup>th</sup> & 28<sup>th</sup> St. (Lot Area 2)**

Required for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	One-Time Cost	Annual Cost
	<b>BED AREAS: TREE, SHRUB AND GROUND COVER</b>			
Y	Weed Control: Pre-Emergence	2	\$	\$
Y	Weed Control: Post-Emergence	36	\$	\$
Y	Pruning: Deciduous Trees < 5" cal.	1	\$	\$
Y	Pruning: Shrubs	3	\$	\$
N	Pruning: Groundcovers & Perennials	0	X	X
N	Staking & Guying: Adjustment per tree	0	X	X
N	Staking & Guying: Replacement per tree	0	X	X
N	Staking & Guying: Removal per tree	0	X	X
Y	Insect & Disease Control: Trees < 5" cal.	2	\$	\$
Y	Insect & Disease Control: Shrubs	2	\$	\$
N	Insect & Disease Control: Groundcovers & Perennials	0	X	X
Y	Insect & Disease Control: Dormant Oil	1	\$	\$
N	Watering: All plant materials June – October	0	X	X
Y	Fertilization: Trees < 5" cal.	2	\$	\$
Y	Fertilization: Shrubs	2	\$	\$
N	Fertilization: Groundcovers & Perennials	0	X	X
Y	Mulching: Early March (Hardwood Shredded)	1	\$	\$
Y	Mulching: October (Hardwood Shredded)	1	\$	\$
	<b>PAVED SURFACES</b>			
Y	Weed Control: Interlock paving	36	\$	\$
	<b>LITTER CONTROL</b>			
Y	Litter Removal – <b>Entire Site</b> to include: Leaves and other organic materials, paper, plastic & other debris materials as necessary.	36	\$	\$
<b>Other:</b> Remove all foreign plant materials (trash seedlings, vines, etc.) from desired ornamental plants and mulched areas.				
Pickup and dispose of fallen pine cones on mulched and paved surfaces.				
Prune away basal sucker growth on trees as they occur.				
<b>Sub Total</b>		<b>X</b>	<b>X</b>	<b>\$</b>

\*Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Officer.





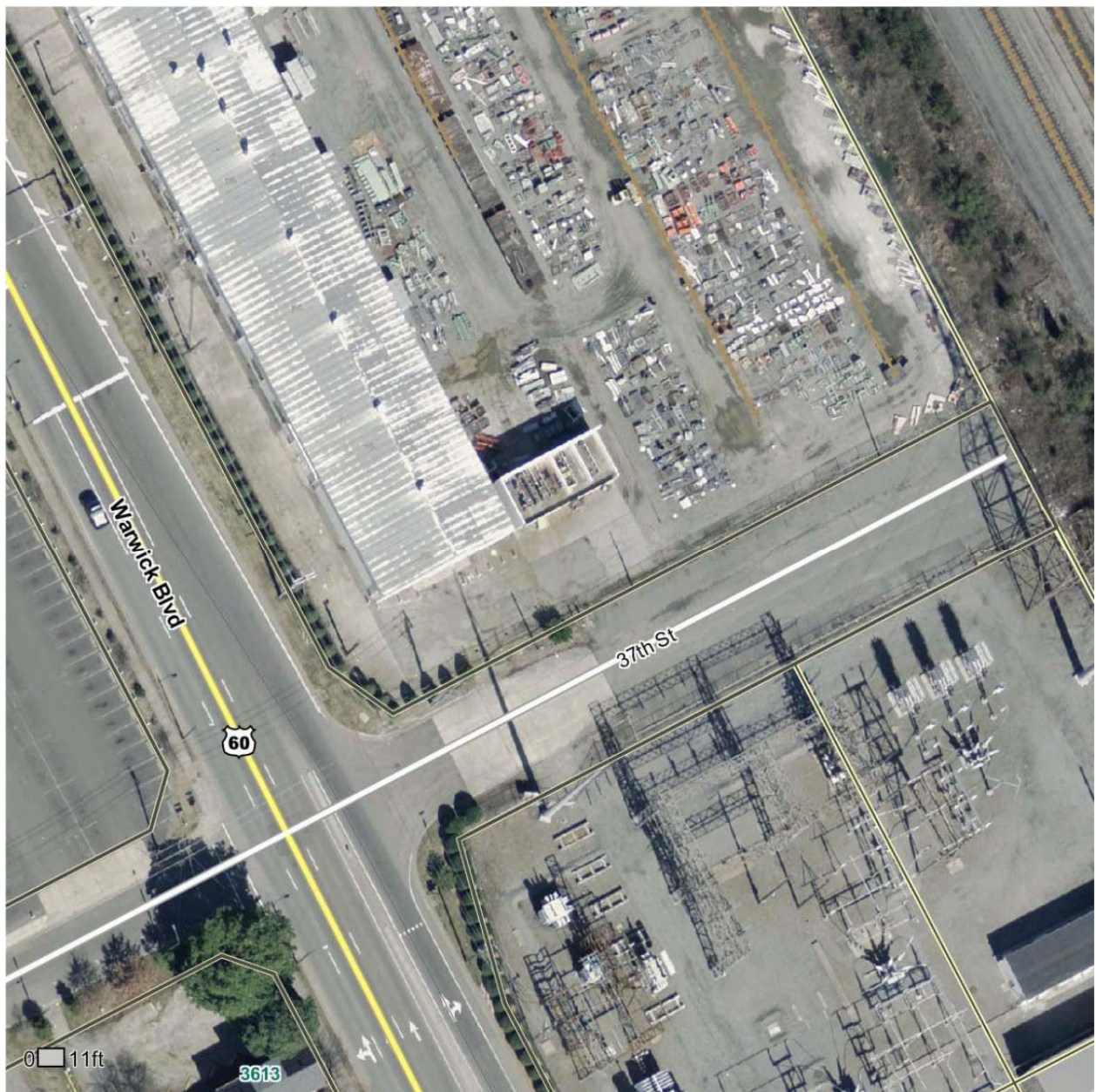


**LANDSCAPE MAINTENANCE COST SCHEDULE  
NEWPORT NEWS PARKING LOTS**

Site Location: Parking Lot located at 3700 Warwick Blvd/37th<sup>th</sup> Street ROW (Lot Area 3)

Required for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	Unit Price	Extended Price
	<b>TURF MAINTENANCE</b>			
Y	Mowing, Trimming, and Edging	36	\$	\$
N	Bare Spot & Turf Repair per Square Foot	0	X	X
X	Weed Control: Pre-Emergence	0	X	X
X	Weed Control: Post-Emergence	0	X	X
N	Fertilization	0	X	X
N	Insect & Disease Control	0	X	X
	<b>PAVED SURFACES</b>			
Y	Weed Control: many cracks in pavement	36	\$	\$
	<b>LITTER CONTROL</b>			
Y	Litter Removal – Entire Site to include: Leaves and other organic materials, paper, plastic & other debris materials as necessary.	36	\$	\$
<b>SUB Total</b>		<b>X</b>	<b>X</b>	<b>\$</b>

\* Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Officer only.



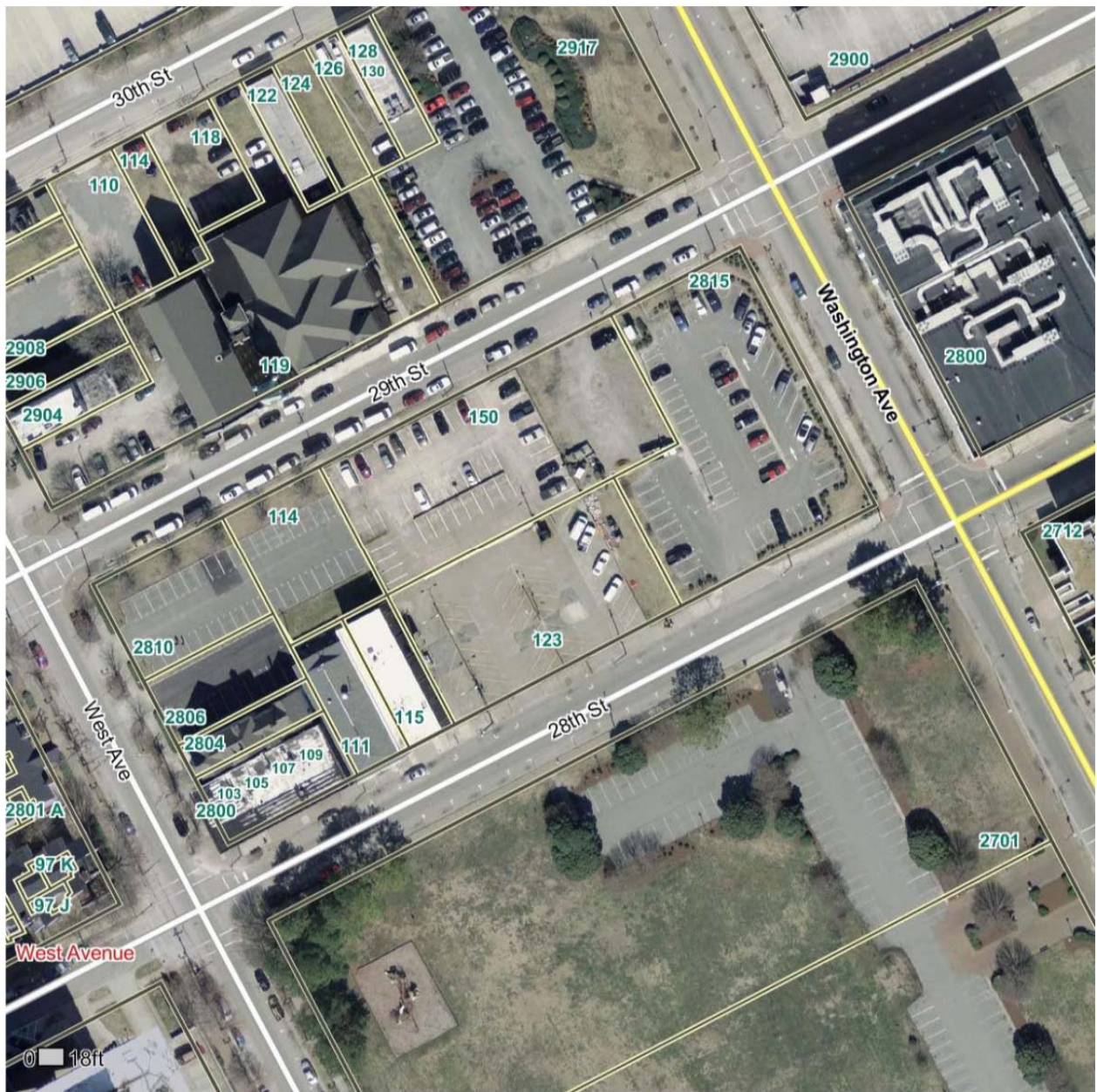
**LANDSCAPE MAINTENANCE COST SCHEDULE  
NEWPORT NEWS PARKING LOTS**

Site Location: Parking Lot located at 150 29<sup>th</sup> Street (Lot Area 4)

Required for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	Unit Price	Extended Price
	<b>TURF MAINTENANCE</b>			
Y	Mowing, Trimming, and Edging	36	\$	\$
N	Bare Spot & Turf Repair per Square Foot	0	X	X
X	Weed Control: Pre-Emergence	0	X	X
X	Weed Control: Post-Emergence	0	X	X
N	Fertilization	0	X	X
N	Insect & Disease Control	0	X	X
	<b>PAVED SURFACES</b>			
Y	Weed Control: many cracks in pavement	36	\$	\$
	<b>LITTER CONTROL</b>			
Y	Litter Removal – Entire Site to include: Leaves and other organic materials, paper, plastic & other debris materials as necessary.	36	\$	\$
<b>Sub Total</b>		<b>X</b>	<b>X</b>	<b>\$</b>

\* Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Officer only.





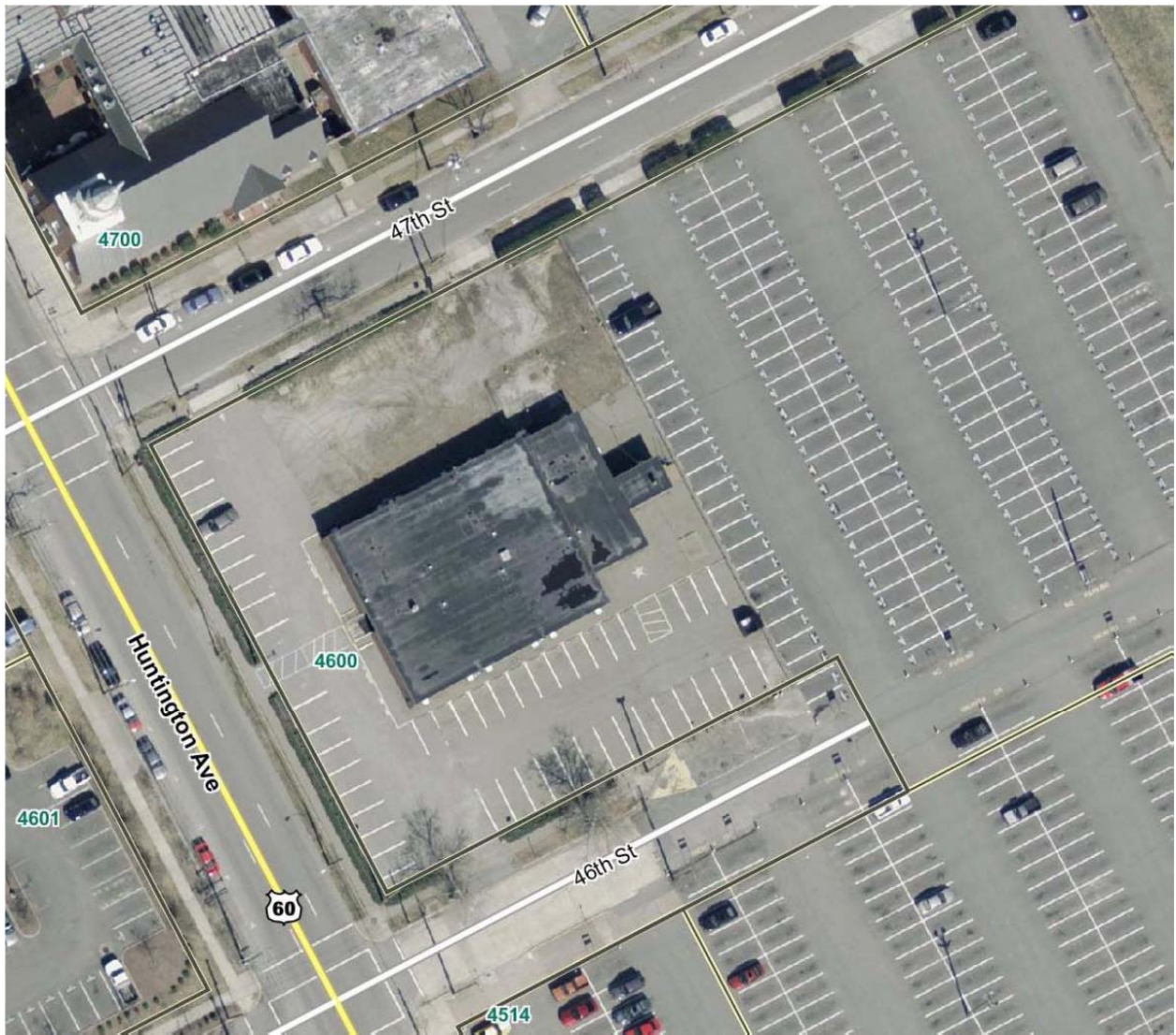
**LANDSCAPE MAINTENANCE COST SCHEDULE  
NEWPORT NEWS PARKING LOTS**

**Site Location:** Parking Lot located at 4600 Huntington Ave (Lot Area 5)

Required for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	Unit Price	Extended Price
	<b>TURF MAINTENANCE</b>			
Y	Mowing, Trimming & Edging: berm and around parking lot	36	\$	\$
N	Overseeding	0	X	X
N	Bare Spot & Turf Repair per Square Foot	0	X	X
Y	Weed Control: Pre-Emergence	1	\$	\$
Y	Weed Control: Post-Emergence	2	\$	\$
Y	Fertilization	2	\$	\$
Y	Insect & Disease Control	1	\$	\$
	<b>TREE, SHRUB AND GROUND COVER</b>			
Y	Weed Control: Pre-Emergence	2	\$	\$
Y	Weed Control: Post-Emergence	36	\$	\$
Y	Pruning: Deciduous Trees < 5" cal.	1	\$	\$
Y	Pruning: Shrubs	2	\$	\$
N	Pruning: Groundcovers & Perennials	0	X	X
N	Staking & Guying: Adjustment per tree	0	X	X
Y	Staking & Guying: Replacement per tree	0	X	X
N	Staking & Guying: Removal per tree	0	X	X
Y	Insect & Disease Control: Trees < 5"cal.	2	\$	\$
Y	Insect & Disease Control: Shrubs	2	\$	\$
N	Insect & Disease Control: Groundcovers & Perennials	0	X	X
Y	Insect & Disease Control: Dormant Oil	1	\$	\$
N	Watering: All plant materials June – Sept.	0	X	X
Y	Fertilization: Trees < 5" cal.	2	\$	\$
Y	Fertilization: Shrubs	2	\$	\$
N	Fertilization: Groundcovers & Perennials	0	X	X
Y	Mulching: Harwood Shredded (spring)	1	\$	\$
Y	Mulching: Harwood Shredded (fall)*	1*	\$	\$
	<b>PAVED SURFACES</b>			
Y	Weed Control: walkway from parking lot to street and many cracks in pavement	36	\$	\$
	<b>LITTER CONTROL</b>			
Y	Litter Removal – Entire Site to include: Leaves and other organic materials, paper, plastic & other debris materials as necessary.	36	\$	\$
<b>Other SPECIAL NOTES:</b> Maintain control of grass, weeds and vines in tree groupings; edge beds around trees and apply mulch.			X	X
Remove and discard existing mulch around tree collars before applying new mulch. At no time shall mulch be deeper than 3"			X	X
<b>Sub Total</b>		<b>X</b>	<b>X</b>	<b>\$</b>

\* Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Manager only.





**LANDSCAPE MAINTENANCE COST SCHEDULE  
NEWPORT NEWS PARKING LOTS**

Site Location: Parking Lot located at 2500 Huntington Ave (Lot Area 6)

Required for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	Unit Price	Extended Price
	<b>TURF MAINTENANCE</b>			
Y	Mowing, Trimming & Edging	36	\$	\$
N	Bare Spot & Turf Repair per Square Foot	0	X	X
N	Weed Control: Pre-Emergence	0	X	X
N	Weed Control: Post-Emergence	0	X	X
N	Fertilization	0	X	X
N	Insect & Disease Control	0	X	X
	<b>BED AREAS TREE, SHRUB AND GROUND COVER</b>			
Y	Weed Control: Pre-Emergence	2	\$	\$
Y	Weed Control: Post-Emergence	36	\$	\$
Y	Pruning: Deciduous Trees < 5" cal.	1	\$	\$
Y	Pruning: Shrubs	2	\$	\$
N	Pruning: Groundcovers & Perennials	0	X	X
N	Staking & Guying: Adjustment per tree	0	X	X
N	Staking & Guying: Replacement per tree	0	X	X
N	Staking & Guying: Removal per tree	0	X	X
Y	Insect & Disease Control: Trees < 5" cal.	2	\$	\$
Y	Insect & Disease Control: Shrubs	2	\$	\$
N	Insect & Disease Control: Groundcovers & Perennials	0	X	X
N	Insect & Disease Control: Dormant Oil	0	X	X
N	Watering: All plant materials June – Sept.	0	X	X
Y	Fertilization: Trees < 5" cal.	2	\$	\$
Y	Fertilization: Shrubs	2	\$	\$
Y	Fertilization: Groundcovers & Perennials	2	\$	\$
Y	Mulching: Hardwood Shredded (spring)	1	\$	\$
Y	Mulching: Hardwood Shredded (fall)*	1*	\$	\$
	<b>PAVED SURFACES</b>			
Y	Weed Control: many cracks in pavement	36	\$	\$
	<b>LITTER CONTROL</b>			
Y	Litter Removal – Entire Site to include: Leaves and other organic materials, paper, plastic & other debris materials as necessary.	36	\$	\$
<b>Sub Total</b>		<b>X</b>	<b>X</b>	<b>\$</b>

\* Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Officer only.







**LANDSCAPE MAINTENANCE COST SCHEDULE  
NEWPORT NEWS PARKING LOTS**

Site Location: Parking Lot located at 2810 & 2806 West Ave (Lot Area 7)

Required for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	Unit Cost	Total Cost
	<b>TURF MAINTENANCE</b>			
Y	Mowing, Trimming & Edging	36	\$	\$
N	Bare Spot & Turf Repair per Square Foot	0	X	X
N	Weed Control: Pre-Emergence	0	X	X
N	Weed Control: Post-Emergence	0	X	X
N	Fertilization	0	X	X
N	Insect & Disease Control	0	X	X
	<b>BED AREAS TREE, SHRUB AND GROUND COVER</b>			
Y	Weed Control: Pre-Emergence	2	\$	\$
Y	Weed Control: Post-Emergence	36	\$	\$
Y	Pruning: Deciduous Trees < 5" cal.	1	\$	\$
Y	Pruning: Shrubs	2	\$	\$
N	Pruning: Groundcovers & Perennials	0	X	X
N	Staking & Guying: Adjustment per tree	0	X	X
N	Staking & Guying: Replacement per tree	0	X	X
N	Staking & Guying: Removal per tree	0	X	X
Y	Insect & Disease Control: Trees < 5" cal.	2	\$	\$
Y	Insect & Disease Control: Shrubs	2	\$	\$
N	Insect & Disease Control: Groundcovers & Perennials	0	X	X
N	Insect & Disease Control: Dormant Oil	0	X	X
N	Watering: All plant materials June – Sept.	0	X	X
Y	Fertilization: Trees < 5" cal.	2	\$	\$
Y	Fertilization: Shrubs	2	\$	\$
Y	Fertilization: Groundcovers & Perennials	2	\$	\$
Y	Mulching: Hardwood Shredded (spring)	1	\$	\$
Y	Mulching: Hardwood Shredded (fall)*	1*	\$	\$
	<b>PAVED SURFACES</b>			
Y	Weed Control: many cracks in pavement	36	\$	\$
	<b>LITTER CONTROL</b>			
Y	Litter Removal – Entire Site to include: Leaves and other organic materials, paper, plastic & other debris materials as necessary.	36	\$	\$
<b>Sub Total</b>		<b>X</b>	<b>X</b>	<b>\$</b>

\* Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Officer only.



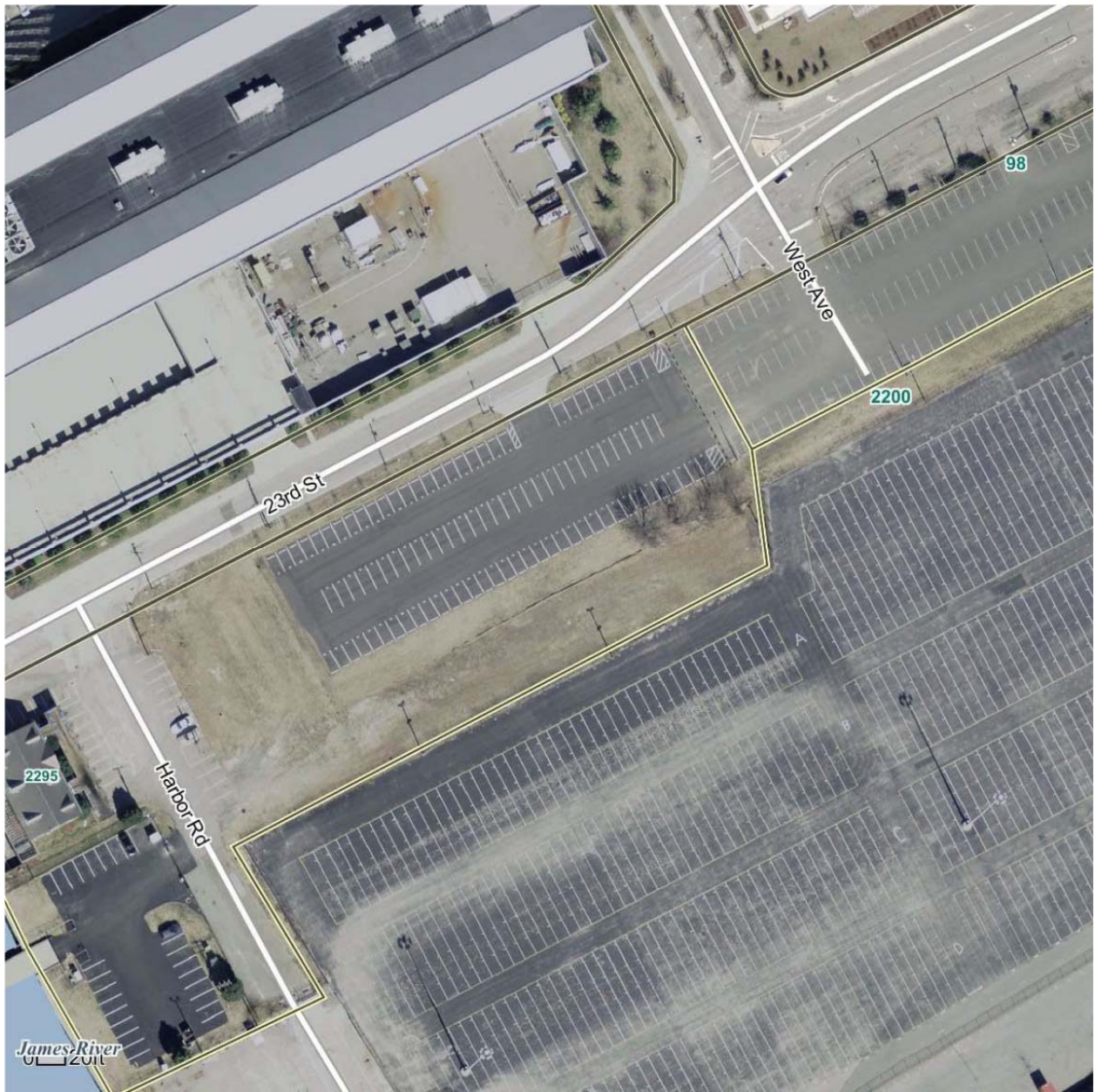
**LANDSCAPE MAINTENANCE COST SCHEDULE  
NEWPORT NEWS PARKING LOTS**

Site Location: Parking Lot located at 2295 Harbor Rd (Lot Area 8)

Required for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	Unit Cost	Total Cost
	<b>TURF MAINTENANCE</b>			
Y	Mowing, Trimming & Edging	36	\$	\$
N	Bare Spot & Turf Repair per Square Foot	0	X	X
N	Weed Control: Pre-Emergence	0	X	X
N	Weed Control: Post-Emergence	0	X	X
N	Fertilization	0	X	X
N	Insect & Disease Control	0	X	X
	<b>BED AREAS TREE, SHRUB AND GROUND COVER</b>			
Y	Weed Control: Pre-Emergence	2	\$	\$
Y	Weed Control: Post-Emergence	36	\$	\$
Y	Pruning: Deciduous Trees < 5" cal.	1	\$	\$
N	Pruning: Shrubs	0	X	X
N	Pruning: Groundcovers & Perennials	0	X	X
N	Staking & Guying: Adjustment per tree	0	X	X
N	Staking & Guying: Replacement per tree	0	X	X
N	Staking & Guying: Removal per tree	0	X	X
Y	Insect & Disease Control: Trees < 5" cal.	2	\$	\$
N	Insect & Disease Control: Shrubs	0	X	X
N	Insect & Disease Control: Groundcovers & Perennials	0	X	X
N	Insect & Disease Control: Dormant Oil	0	X	X
N	Watering: All plant materials June – Sept.	0	X	X
Y	Fertilization: Trees < 5" cal.	2	\$	\$
N	Fertilization: Shrubs	0	X	X
N	Fertilization: Groundcovers & Perennials	0	X	X
Y	Mulching: Hardwood Shredded (spring)	1	\$	\$
Y	Mulching: Hardwood Shredded (fall)*	1*	\$	\$
	<b>PAVED SURFACES</b>			
Y	Weed Control: many cracks in pavement	36	\$	\$
	<b>LITTER CONTROL</b>			
Y	Litter Removal – Entire Site to include: Leaves and other organic materials, paper, plastic & other debris materials as necessary.	36	\$	\$
<b>Sub Total</b>		<b>X</b>	<b>X</b>	<b>\$</b>

\* Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Officer only.





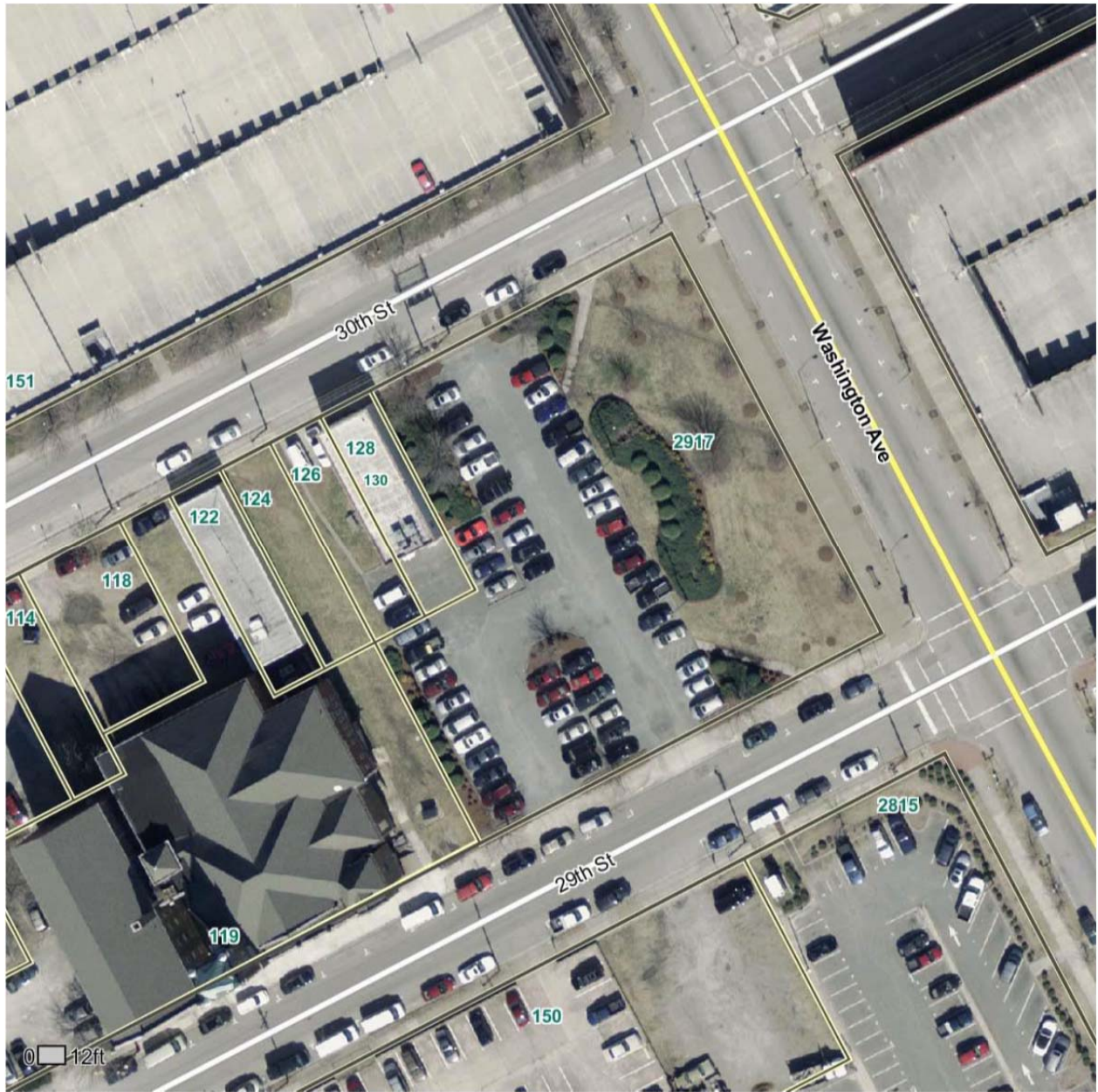
**LANDSCAPE MAINTENANCE COST SCHEDULE  
NEWPORT NEWS PARKING LOTS**

**Site Location:** Parking Lot located at 2917 Washington Ave (Lot Area 9)

Required for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	Unit Cost	Total Cost
	<b>TURF MAINTENANCE</b>			
Y	Mowing, Trimming & Edging: berm and around parking lot	36	\$	\$
N	Overseeding	0	X	X
N	Bare Spot & Turf Repair per Square Foot	0	X	X
Y	Weed Control: Pre-Emergence	1	\$	\$
Y	Weed Control: Post-Emergence	2	\$	\$
Y	Fertilization	2	\$	\$
Y	Insect & Disease Control	1	\$	\$
	<b>TREE, SHRUB AND GROUND COVER</b>		\$	\$
Y	Weed Control: Pre-Emergence	2	\$	\$
Y	Weed Control: Post-Emergence	36	\$	\$
Y	Pruning: Deciduous Trees < 5" cal.	1	\$	\$
Y	Pruning: Shrubs	2	\$	\$
N	Pruning: Groundcovers & Perennials	0	X	X
N	Staking & Guying: Adjustment per tree	0	X	X
Y	Staking & Guying: Replacement per tree	0	X	X
N	Staking & Guying: Removal per tree	0	X	X
Y	Insect & Disease Control: Trees < 5"cal.	2	\$	\$
Y	Insect & Disease Control: Shrubs	2	\$	\$
N	Insect & Disease Control: Groundcovers & Perennials	0	X	X
Y	Insect & Disease Control: Dormant Oil	1	\$	\$
N	Watering: All plant materials June – Sept.	0	X	X
Y	Fertilization: Trees < 5" cal.	2	\$	\$
Y	Fertilization: Shrubs	2	\$	\$
N	Fertilization: Groundcovers & Perennials	0	X	X
Y	Mulching: Harwood Shredded (spring)	1	\$	\$
Y	Mulching: Harwood Shredded (fall)*	1*	\$	\$
	<b>PAVED SURFACES</b>			
Y	Weed Control: walkway from parking lot to street and many cracks in pavement	36	\$	\$
	<b>LITTER CONTROL</b>			
Y	Litter Removal – Entire Site to include: Leaves and other organic materials, paper, plastic & other debris materials as necessary.	36	\$	\$
<b>Other SPECIAL NOTES:</b> Maintain control of grass, weeds and vines in tree groupings; edge beds around trees and apply mulch.			X	X
Remove and discard existing mulch around tree collars before applying new mulch. At no time shall mulch be deeper than 3"			X	X
<b>Sub Total</b>		<b>X</b>	<b>X</b>	<b>\$</b>

\* Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Manager only.





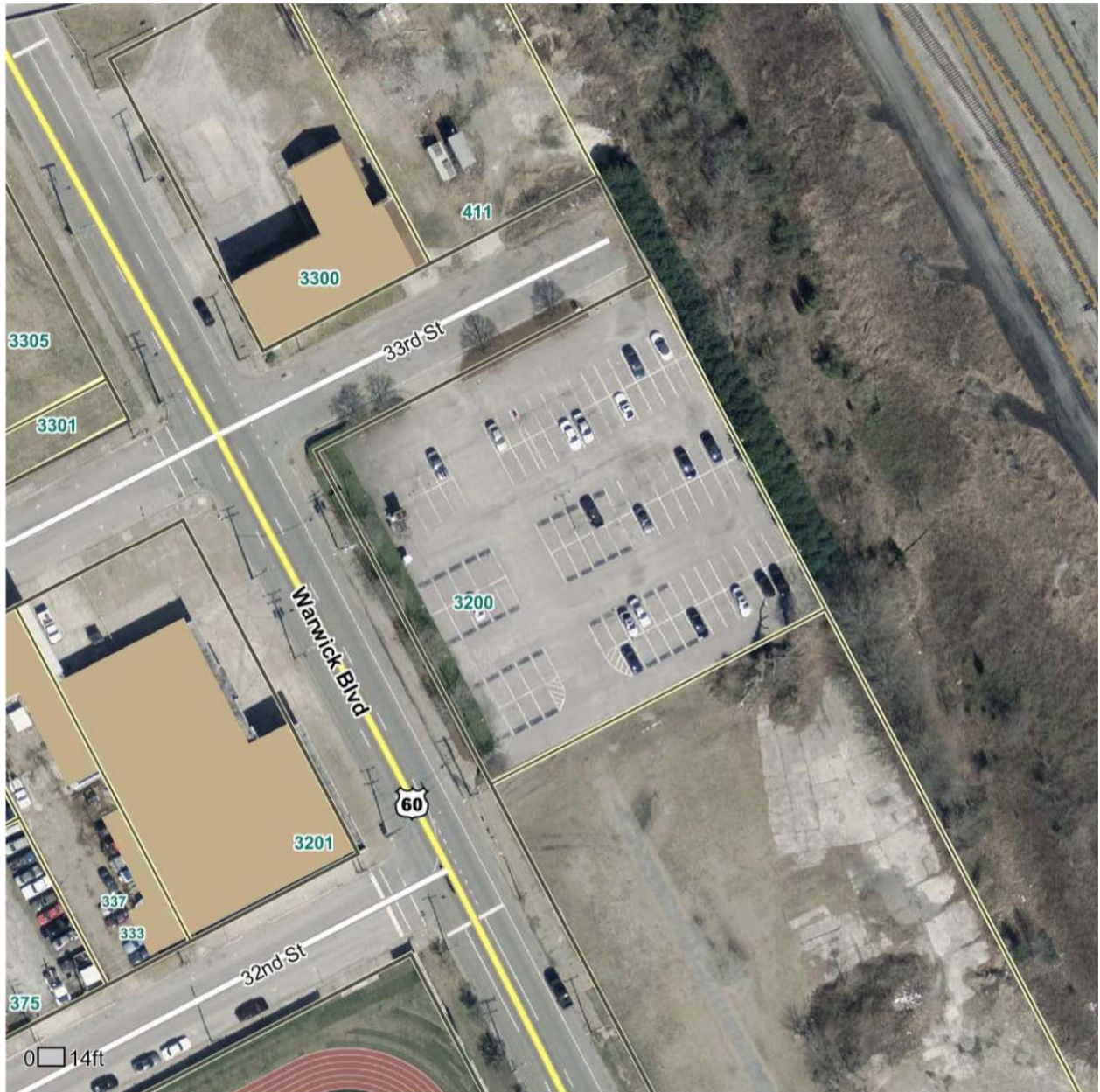
**LANDSCAPE MAINTENANCE COST SCHEDULE  
NEWPORT NEWS PARKING LOTS**

Site Location: Parking Lot located at 3200 Warwick Blvd. (Lot Area 10)

Required for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	Unit Cost	Total Cost
	<b>TURF MAINTENANCE</b>			
Y	Mowing, Trimming & Edging: small areas around parking lot	36	\$	\$
N	Overseeding	0	X	X
N	Bare Spot & Turf Repair per Square Foot	0	X	X
Y	Weed Control: Pre-Emergence	1	\$	\$
Y	Weed Control: Post-Emergence	2	\$	\$
Y	Fertilization	2	\$	\$
Y	Insect & Disease Control	1	\$	\$
	<b>BED AREAS TREE, SHRUB AND GROUND COVER</b>			
Y	Weed Control: Pre-Emergence	2	\$	\$
Y	Weed Control: Post-Emergence	36	\$	\$
Y	Pruning: Deciduous Trees < 5" cal.	1	\$	\$
Y	Pruning: Shrubs	2	\$	\$
N	Pruning: Groundcovers & Perennials	0	X	X
N	Staking & Guying: Adjustment per tree	0	X	X
Y	Staking & Guying: Replacement per tree	0	X	X
N	Staking & Guying: Removal per tree	0	X	X
Y	Insect & Disease Control: Trees < 5" cal.	2	\$	\$
Y	Insect & Disease Control: Shrubs	2	\$	\$
N	Insect & Disease Control: Groundcovers & Perennials	0	X	X
Y	Insect & Disease Control: Dormant Oil	1	\$	\$
N	Watering: All plant materials June – Sept.	0	X	X
Y	Fertilization: Trees < 5" cal.	2	\$	\$
Y	Fertilization: Shrubs	2	\$	\$
N	Fertilization: Groundcovers & Perennials	0	X	X
Y	Mulching: Hardwood Shredded (spring)	1	\$	\$
Y	Mulching: Hardwood Shredded (fall)*	1*	\$	\$
	<b>PAVED SURFACES</b>			
Y	Weed Control: many cracks in pavement	36	\$	\$
	<b>LITTER CONTROL</b>			
Y	Litter Removal – Entire Site to include: Leaves and other organic materials, paper, plastic & other debris materials as necessary.	36	\$	\$
<b>Other SPECIAL NOTES:</b> Maintain control of grass, weeds and vines in tree groupings; edge beds around trees and apply mulch.			X	X
Remove and discard existing mulch around tree collars before applying new mulch. At no time shall mulch be deeper than 3"			X	X
<b>Sub Total</b>		<b>X</b>	<b>X</b>	<b>\$</b>

\* Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Manager only.







**LANDSCAPE MAINTENANCE COST SCHEDULE  
NEWPORT NEWS PARKING LOTS**

**Site Location: Parking Lot located at 230 34<sup>th</sup> Street (Lot Area 11)**

<b>Required for Site Y (yes) / N(no)</b>	<b>Description of Activities</b>	<b>*Estimated Cycles</b>	<b>Unit Price</b>	<b>Extended Price</b>
	<b>TURF MAINTENANCE</b>			
Y	Mowing, Trimming & Edging: inside and outside fenced area	36	\$	\$
N	Overseeding	0	X	X
N	Bare Spot & Turf Repair per Square Foot	0	X	X
Y	Weed Control: Pre-Emergence	1	\$	\$
Y	Weed Control: Post-Emergence	2	\$	\$
Y	Fertilization	2	\$	\$
Y	Insect & Disease Control	1	\$	\$
	<b>BED AREAS: TREE, SHRUB AND GROUND COVER</b>			
Y	Weed Control: Pre-Emergence	2	\$	\$
Y	Weed Control: Post-Emergence	36	\$	\$
Y	Pruning: Deciduous Trees < 5" cal.	1	\$	\$
Y	Pruning: Shrubs	2	\$	\$
N	Pruning: Groundcovers & Perennials	0	X	X
N	Staking & Guying: Adjustment per tree	0	X	X
Y	Staking & Guying: Replacement per tree	0	X	X
N	Staking & Guying: Removal per tree	0	X	X
Y	Insect & Disease Control: Trees < 5" cal.	2	\$	\$
Y	Insect & Disease Control: Shrubs	2	\$	\$
N	Insect & Disease Control: Groundcovers & Perennials	0	X	X
Y	Insect & Disease Control: Dormant Oil	1	\$	\$
N	Watering: All plant materials June – Sept.	0	X	X
Y	Fertilization: Trees < 5" cal.	2	\$	\$
Y	Fertilization: Shrubs	2	\$	\$
N	Fertilization: Groundcovers & Perennials	0	X	X
Y	Mulching: Harwood Shredded (spring)	1	\$	\$
Y	Mulching: Harwood Shredded (fall) *	1*	\$	\$
	<b>PAVED SURFACES</b>			
Y	Weed Control: many cracks in pavement	36	\$	\$
	<b>LITTER CONTROL</b>			
Y	Litter Removal – Entire Site to include: Leaves and other organic materials, paper, plastic & other debris materials as necessary.	36	\$	\$
<b>Other SPECIAL NOTES:</b> Keep drain clear on the northern corner of site			X	X
Remove and discard existing mulch around tree collars before applying new mulch. At no time shall mulch be deeper than 3"			X	X
<b>Sub Total</b>		<b>X</b>	<b>X</b>	<b>\$</b>

\* Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Manager only.



## BID

A Landscape Maintenance Cost Schedule shall be completed and submitted with the bid package for each of the following parking lot locations. Please include the area of the sites outlined in RED in the attached aerial pictures.

Lot area #	Lot Name /Address	Sub Totals
Lot # 1	Hilton Village: 13550 Warwick Blvd	\$
Lot # 2	Superblock: 2601 & 2701 Washington Ave	\$
Lot # 3	3700 Warwick Blvd/37 <sup>th</sup> St ROW	\$
Lot # 4	150 29 <sup>th</sup> St	\$
Lot # 5	4600 Huntington Ave	\$
Lot # 6	2500 Huntington Ave, 2501 Warwick Blvd, & associated lots on 25 <sup>th</sup> St	\$
Lot # 7	2804, 2806, 2810 West Ave & 114 29 <sup>th</sup> St	\$
Lot # 8	2295 Harbor Rd	\$
Lot # 9	2917 Washington Ave & 126 30 <sup>th</sup> St	\$
Lot # 10	3200 Warwick Blvd	\$
Lot # 11	230 34 <sup>th</sup> St	\$
	<b>Total Bid</b>	<b>\$</b>

## AWARD

The City will make the award on **Total Bid** to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and make all evaluations. The City also reserves the right to reject any or all bids, and to waive informalities prior to making the award, whenever it is deemed to be in its best interest.

## Escalation/De-Escalation

Contractor may request an hourly labor rate price adjustment not more frequently than once during any contract (renewal) period. Price adjustments shall be based on the percentage change of the Consumer Price Index - Urban Wage Earners and Clerical Workers (**CPI - W**) U.S. city average, not seasonally adjusted for series Id: *Other Services* as published by the United States Bureau of Labor Statistics for the latest twelve months, for which statistics are available. The percentage change shall be applied to the (then) current contract *labor rates* in effect for the City. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect all repair work requested *on or after that date*. All in shop/in progress work shall be completed and billed at the previous contract prices. **Price adjustments will not be automatic.** The contractor shall submit a written request (email, facsimile, etc.) to the City (ATTN: Purchasing Department)."

## QUESTIONS

Questions regarding this IFB, must be directed to the Department of Purchasing, Shari D. Colvin by email: [scolvin@nngov.com](mailto:scolvin@nngov.com), and copy Feleasha Sherfy, [fsherfy@nngov.com](mailto:fsherfy@nngov.com) no later than 1:00 p.m., July 9, 2013. All questions must be submitted in writing; telephonic inquiries will not be considered.

# INSURANCE REQUIREMENTS

6/21/13

**Insurance:** The bidder/offeror shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, its officials, employees, and volunteers from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and shall include products and completed operations coverage.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the City. Evidence of coverage needs to be provided prior to commencement of work by bidders/offerors. Coverage is compulsory for employers of 3 or more employees, to include the employer.

Prior to commencement of services, the bidder/offeror shall furnish the City with the following separate endorsements, and a certificate of insurance showing all required insurance coverage with companies authorized or licensed to do business in Virginia. A separate endorsement to the general liability policy shall be provided in which the City is designated as an "Additional Insured." In addition, a separate endorsement to the workers' compensation policy shall be provided in which the City is designated as an "Alternate Employer."

Sample forms CG 20 10 (designating the City as Additional Insured for liability claims) and WC 00 03 01(2005 ed.) (designating the City as an Alternate Employer for workers' compensation claims, pursuant to Section 65.2-302(A) of the Code of Virginia, 1950, as amended); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Professional services (work performed by an independent contractor, within the scope of the practice of accounting, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering) shall require a certificate of insurance showing professional liability/errors and omissions coverage insurance with companies authorized or licensed to do business in Virginia, prior to the commencement of services. Certain other service providers shall meet the same requirements (including but not limited to asbestos design/inspection/or abatement contractors, and other health care practitioners).

The bidder/offeror shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder/offeror, and hold the original contractor liable for excess costs. All insurers providing the above coverage shall give the City thirty (30) days advance written notice in the event of any non-renewal or cancellation of such insurance (10 days notice for non-payment of premium). As confirmation thereof, the City must be furnished either a policy endorsement specifically providing for such notice (copies of three sample endorsements attached), or a copy of the policy language that gives the City such assurance, or a statement on the insurance agent's, broker's, or insurer's letterhead that the City shall be given such notice.

## TYPE INSURANCE COVERAGE

## LIMITS

- |   |                                      |
|---|--------------------------------------|
| 1. Workers' Compensation<br>Employer's Liability                            | Statutory                            |
| Bodily Injury by Accident   | \$100,000.00 each accident           |
| Bodily Injury by Disease  | \$100,000.00 each employee           |
| Bodily Injury by Disease  | \$500,000.00 policy limit            |
| 2. Commercial General Liability   | \$1,000,000.00 each occurrence       |
|   | \$2,000,000.00 aggregate             |
| 3. Automobile Liability<br>(Owned, hired, leased, and borrowed<br>Vehicles) | \$100,000.00 each occurrence         |
| 4. Professional Liability/E&O (if applicable)                               | \$2,000,000.00 each claim/occurrence |
|   | \$2,000,000.00 aggregate             |
| 5. Environmental/Pollution Legal Insurance<br>(if applicable)               | \$2,000,000.00 each occurrence       |
|   | \$2,000,000.00 aggregate             |

**This insurance coverage supersedes any conflicting insurance coverage and limits in the Department of Engineering 1983 Standard Specifications.**

Rev. 05-06-11

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

City of Newport News  
Purchasing Department  
2400 Washington Ave  
Newport News, VA 23607

(If no entry appears above, information required to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization  
shown in the Schedule, but only with respect to liability arising out of your ongoing operations  
performed for this insured.

CG 20 10 10 93

**Endorsement****Alternate Employer****WC 00 03 01****Policy Amendment**

**If the following information is not complete, refer to the appropriate information page attached to the policy.**

<b>INSURED</b>	<b>POLICY NO.</b>	<b>SEQ. NO.</b>
----------------	-------------------	-----------------

<b>PRODUCER</b>	<b>EFFECTIVE DATE</b>
-----------------	-----------------------

**SCHEDULE**

Alternate Employer

Address

State of Special  
or Temporary Employment

**City of Newport News  
c/o Purchasing Department  
2400 Washington Avenue  
Newport News, Virginia**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance), we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

*Rev: 03/22/05*

# WORKER'S COMPENSATION

## CERTIFICATE OF COVERAGE

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance \_\_\_\_\_ Yes

Insurance Company: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

B. Is self-insured for workers' compensation \_\_\_\_\_ Yes

Title of Construction Contract: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

NOTICE ENDORSEMENT

Policy Number:

IL 60 05 VA 01 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MATERIAL COVERAGE CHANGE OR CANCELLATION  
NOTIFICATION – CERTIFIED MAIL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

CRIME AND FIDELITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTOR PROTECTIVE LIABILITY PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of additional Insured Person(s) Or Organization(s) and mailing address:	Location And Description Of Project
City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, VA 23607	

We will not cancel or reduce coverage under this policy without providing at least 30 days notice of our intent to do so. Notice of such cancellation or reduction of coverage will be provided by certified mail, return receipt requested, to the Additional insured in the schedule above.



NOTICE ENDORSEMENT

Policy Number:

WC 99 00 10 01 10A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MATERIAL COVERAGE CHANGE OR CANCELLATION  
NOTIFICATION – CERTIFIED MAIL**

This endorsement modifies insurance provided under the following:  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

SCHEDULE

Name of additional Insured Person(s) Or Organization(s) and mailing address:	Location And Description Of Project
City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, VA 23607	

We will not cancel or reduce coverage under this policy without providing at least 30 days notice of our intent to do so. Notice of such cancellation or reduction of coverage will be provided by certified mail, return receipt requested, to the Additional insured in the schedule above.

WC 99 00 10 01 10A

Page 1 of 1

## NOTICE ENDORSEMENT

Policy Number:

COMMERCIAL AUTO

CA 02 03 12 05

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **VIRGINIA CANCELLATION AND NONRENEWAL NOTICE TO DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

#### SCHEDULE

1. Name: City of Newport News c/o Purchasing Department
2. Address: 2400 Washington Avenue Newport News, VA 23607
3. Number of days advance notice: 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



*City Attorney*  
COLLINS L. OWENS, JR.

*Deputy City Attorneys*  
DARLENE P. BRADBERRY  
RICHARD D. CAPLAN  
JOSEPH M. DuRANT  
LYNN A. SPRATLEY

*Assistant City Attorneys*  
ADONICA BAINE  
PAMELA P. BATES  
SHANNON M. MANNING  
PATRICK C. MURPHREY  
ROBERT E. PEALO

June 28, 2013

To Whom It May Concern:

Re: Notice of Cancellation Requirements for Insurance Coverage

Dear Sir or Madam:

In the wake of recent revisions to the Acord form, I have been receiving documentation from insurers that indicates that, since a statement regarding notice of cancellation is no longer included on the form, that the company cannot give any such assurance in the future. Many of the companies have indicated that they intend to strictly rely on the disclaimers in the form.

Please note that where the City requires that it be added as an additional insured, specific endorsements are required. A simple notation of these endorsements on the Acord form will not be accepted. Also, any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage.

Further, the City will not accept proof of insurance that fails to provide for thirty (30) days notice of policy cancellation [ten (10) days for non-payment]. This assurance may be provided by one of the following three methods:

1. A note on company letterhead that the City will receive such notice. This may be on the letterhead of either the agent, the broker, or the insurance company, and not include a blanket disclaimer of liability upon failure to give such notice.
2. A separate endorsement specifying the notice as required, or
3. A copy of a policy provision regarding such notice.

In addition, this same assurance must be given when the City requires an Alternate Employer endorsement. No edition of an alternate employer endorsement that includes a provision that the statutory employer will receive no notice of cancellation will be accepted. A form including this provision appears to be contrary to Virginia Code Sec. 65.2-804(B), which requires thirty (30) days notice of cancellation [ten (10) days for non-payment]. Virginia Code Sec. 65.2-800 requires that an employer be insured, and paragraph C of that section equates an employer and a statutory employer for the purposes of that duty.

In summary, the City will accept no proof of insurance that does not include in one of the forms indicated above as assurance that the City will receive thirty (30) days notice of cancellation [ten (10) days for non-payment]. Failure to provide the information could result in rejection of your insured's bid or offer to provide services to the City, or a rejection of the insured's request for City permits that require the City to be named as an additional insured.

Very truly yours,

/s/ *Robert E. Pealo*

ROBERT E. PEALO  
Assistant City Attorney

REP:kdk

kdk9342

## EXCEPTION PAGE

### EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

( ) Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

( ) Provider takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below, and return with this bid):

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Specify payment terms if other than “2%-20, Net 30”;** \_\_\_\_\_

Payment terms shall be considered in determining the low bidder.

Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

### **Bid Results**

For a complete written tally sheet, please go to our website: [www.nngov.com/purchasing](http://www.nngov.com/purchasing)