

Town of Lovettsville

REQUEST FOR QUOTATIONS

2009 Town Mowing Contract

Mailing Address: P.O. Box 209
Lovettsville, VA 20180

Delivery Address: 6 East Pennsylvania Avenue
Lovettsville, VA 20180

Informational Contact: Keith Markel
Town Manager
Phone/Fax: (540) 822-5788
E-mail: kmarkel@lovettsvilleva.gov

Bid Due Date: March 26, 2009, 3:00 PM at the Town Office

SUBMISSION OF QUOTATIONS:

Please submit quotations to the Lovettsville Town Office by the established due date.

In the event any of the selected companies do not execute an agreement within five (5) days of the notice of award, the Town of Lovettsville may give notice to such companies of its intent to award work to the next most qualified company, or to conduct a new proposal process and proceed accordingly.

TERM OF CONTRACT:

The term of the contract shall be for the 2009 mowing season (April 15, 2009 through November 15). The Town reserves the right to extend the contract for three additional 1 year renewal terms.

DESCRIPTION OF PROJECT:

To provide full mowing and trimming of all Town owned property for the 2009 growing season.

INQUIRES:

Questions regarding this solicitation must be received at least seven days prior to the proposal due date. The Town of Lovettsville will issue written addenda to any inquiries that alter the scope of the quotation. Submit inquiries to:

Mr. Keith Markel
Town Manager
Phone: (540) 822-5788
E-mail: kmarkel@lovettsvilleva.gov

INSURANCE:

The selected company shall provide certificates of insurance coverage, pay premiums and keep in force until the expiration date of this contract. The following policies are required (*minimum coverage amounts listed*):

- a. Comprehensive General Liability --- \$1,000,000 each occurrence bodily injury, and \$1,000,000 each occurrence property damage. *Town of Lovettsville* shall be included as additional insured.
- b. Workmen's Compensation and Employer's Liability --- Statutory coverage for Virginia.
- c. Automobile Liability --- \$1,000,000 combined single limit bodily injury and property damage each occurrence.

REVIEW MEETINGS:

Periodic review meetings between the Town and contractor may be held during the mowing season. The Town will determine the frequency of the review meetings.

SCOPE OF SERVICES:

The scope of services consists of providing mowing, trimming, and blowing of sidewalks at the following locations listed below as needed to provide a neat and attractive appearance for Town property (approximately one cutting per week) during the terms of the contract. Quotation should be for the full cost of mowing services for all parcels for the term of the contract. Price should not be broken down by location or by number of mowing visits.

Site Name	Address
Town Office / Museum	4 & 6 East Pennsylvania Avenue
Town Welcome Sign	Intersection of South Berlin Pike & South Loudoun Street
Town Square	1 West Broad Way
Town Center Park	Town Center Drive @ Spring Farm Lane
Kingsridge Water Filtration Plant	1 Tilgham Place
Heritage Highlands Water Filtration Plant	43 A Harpers Mill Way
Park Place Water Filtration Plant	26 A Park Place
Elevated Water Storage Tower	14 A Quarter Branch Road
Well #3 Site	Behind BB&T Bank (E. Broad Way)
Wastewater Treatment Plant	39183 Irish Corner Road

Additional details on each site can be found in Appendix A

ADDITIONAL POSSIBLE SERVICES:

1. Mulching, edging, soil aeration, seeding, fertilizing, tree and hedge pruning and trimming.

SELECTION CRITERIA:

Proposals will be evaluated based on, but not limited to the following criteria

1. Past experience within the last 5 years working with up to 3 similar clients. Please include contact information.
2. The ability of the contractor to provide the manpower and equipment needed to provide timely and efficient service.
3. Proximity to Town for timely response and to keep travel time and costs to a minimum.

TOWN OF LOVETTSVILLE
ANNUAL MOWING CONTRACT FOR 2009

THIS CONTRACT made and entered into on this ___ day of _____ 2009, by and between the Town of Lovettsville, Virginia, a municipal corporation, by its duly authorized representative, (hereinafter referred to as "the Town") and _____, a corporation/individual duly licensed as a contractor in the Commonwealth of Virginia (hereinafter referred to as "Contractor"), and holding a current Town of Lovettsville business license.

RECITALS

A. The Town requested quotations for mowing certain Town maintained properties.

B. Contractor, in response to the above-mentioned bid request, has submitted to the Town, in the manner and at the time specified, a proposal in accordance with the terms of the Town's request.

C. The Town, has examined and canvassed the proposals submitted in response to the advertisement, and as a result of that canvass has determined and declared Contractor to be best suited to perform the work as described in the request. A copy of contractor's proposal is attached to this Contract and incorporated by reference herein.

Now, therefore, in consideration of the compensation to be paid to Contractor and the mutual agreements contained in this Contract, Contractor and the Town agree as follows:

SECTION ONE
STATEMENT OF WORK

Contractor shall (a) furnish at its own cost and expense all tools, equipment, supplies, materials, transportation and other necessary accessories, services and facilities as required; (b) provide and perform all necessary labor in a substantial, skillful and workmanlike manner; and (c) execute and complete all mowing/lawn maintenance in accordance with the instructions to bidders. All work under this Contract is to be done under the direct supervision of the Town Manager and or his authorized representative and to the entire satisfaction of the Town Manager.

SECTION TWO
COMPLIANCE WITH APPLICABLE LAW

Contractor and every subcontractor or person doing or contracting to do any work contemplated by this Contract shall keep himself/herself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of the terms of this Contract and shall be held to comply with all requirements of applicable state and federal laws and municipal ordinances and regulations, including without limitation all federal and state wage and safety laws and Occupational Safety and Health Administration (OSHA) requirements.

SECTION THREE
INSURANCE AND LICENSING

Contractor shall not commence work under this Contract until Contractor has obtained and furnished to the Town evidence of all insurance and licensing required under this section. Similarly, Contractor shall not allow any approved subcontractor to commence work on his/her subcontract until subcontractor has obtained and provided evidence to the Town of the insurance and licensing required hereunder.

The following insurance and licensing shall be required of the contractor and every subcontractor or person doing or contracting to do any work contemplated by this Contract:

a. Workers' compensation insurance for all employees engaged in work at the site of the project/improvement.

b. Public liability and property damage insurance to protect Contractor and all of Contractor's approved construction subcontractors from claims for damages for personal injury, accidental death and damage to property, in the following amounts

Public liability insurance in the amount of \$ 1,000,000

Property damage insurance in the amount of \$ 500,000

c. Current A, B or C Virginia State Contractors License.

d. Current Town of Lovettsville Business License.

e. E. Worker's Compensation and Employer's Liability – statutory coverage for Virginia

SECTION FOUR
INDEMNIFICATION

Contractor and every subcontractor or person doing or contracting to do any work contemplated by this Contract shall indemnify and hold harmless the Town of Lovettsville, Virginia, a municipal corporation, its agents, representatives, servants and employees, against any claim or liability arising from or based on the violation of any federal, state or municipal laws, ordinances or regulations, or any accident, injury or damage to persons or property.

SECTION FIVE
COMPENSATION

Payment shall be made on a monthly basis for mowing performed that month. Contractor shall submit a detailed statement broken down by site name and number of times mowed that month.

SECTION SIX
COMPLETION DATE

The work specified in this Contract shall begin within five (5) days after receipt by Contractor of the fully executed Contract from the Town. The work shall be completed at the end of the 2009 mowing season.

SECTION SEVEN COMPLETION OF WORK

If any unsatisfactory condition or damage develops within the time of this contract due to materials or workmanship that are defective, inferior or not in accordance with the Contract, Contractor shall, whenever notified by the Town, immediately remedy such in a condition satisfactory to the Town and make repairs of all damage to the buildings, equipment, and grounds as necessary.

If contractor fails to proceed promptly to comply with the terms under this Contract, Contractor agrees that the Town may have such work performed as the Town Manager considers necessary to perform the work and Contractor shall promptly reimburse the Town such sums as were expended in completing the work.

Usual wear and tear and the results of accidents not chargeable to Contractor or Contractor's agents are excepted from the above requirements. Everything necessary for the completion of the work must be done without any expense to the Town. If it becomes necessary for the Town to employ legal counsel to enforce the terms of this contract, Contractor agrees to pay the Town's reasonable attorney fees and costs.

SECTION EIGHT DAMAGE TO PRIVATE PROPERTY

Lovettsville being a small town, the residents are accustomed to good work and service and quick response from the Town and its contractors. Contractors must also be aware of their responsibility for damage to private property when performing work for the Town. Every attempt should be made to avoid damage to private property, and if damage does occur, the Contractor is responsible to make repairs to the home owner's satisfaction. It is important that Contractor respond quickly to any damage that may be a safety hazard. Contractor may also be held responsible for any costs incurred by the Town if the Town is required to correct damages in the absence of response from the Contractor.

SECTION NINE CONTRACT TERM

The contract term is for an initial 1 year period with the option at the Town's discretion to Extend the contract for three (3) additional 1 year renewal periods.

SECTION TEN
BINDING EFFECT OF AGREEMENT

All of the terms and conditions of this Contract shall be binding on the Contractor and the Town, and their respective heirs, legal and personal representatives, successors and assigns.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

TOWN OF LOVETTSVILLE, VIRGINIA,
a municipal corporation

DATE: _____

By: _____
Town Manager

DATE: _____

Contractor