

Town of Amherst
Brockman Park Hay

The Town of Amherst will accept proposals for cutting and removing the hay from L. Barnes Brockman, Sr. Business and Industrial Park on February 22, 2016 at 3:00 PM in the Council Chambers of the Town Hall at 174 South Main Street. A copy of the request for proposal document can be obtained at www.amherstva.gov.



TOWN OF AMHERST
P.O. Box 280 174 S. Main Street Amherst, VA 24521
Phone (434)946-7885 Fax (434)946-2087

**REQUEST FOR PROPOSALS RE HAY AT
 L. BARNES BROCKMAN, SR. BUSINESS AND INDUSTRIAL PARK**

January 4, 2016

The Town of Amherst will accept proposals for the cutting and removal of the hay at Brockman Park on February 22, 2016 at 3:00 PM in the Council Chambers of the Town Hall at 174 South Main Street.

TIMETABLE:

1/4 - Advertisement Date	3/10 - Anticipated Award Date
2/16 - Optional Pre-bid Conference, 9:00AM	3/12 - Anticipated Contract Signing
2/22 - Bids Due, 3:00 PM	4/1 - Effective Date of Contract

PROCEDURES:

Each proposal is to be submitted under cover of this form and received by the Town Manager by 3:00 PM Local Prevailing Time on February 22, 2016. The Town of Amherst retains the right to reject any or all proposals for any reason. Any contract will be awarded based the best interests of the Town of Amherst.

ITEMS TO SUBMIT WITH BID:

1. This form, signed by proposer with all blanks filled in.
2. A proposal in the form of an executable contract which may include monetary compensation to the Town, site improvement services or other items that would benefit the Town.
3. Assurances that general liability insurance (\$1,000,000 aggregate limits) will be provided to cover the Town, its employees and agents.
4. A listing, on proposers form/stationary, of the name, contact person, and telephone numbers of three references for the proposer.

ITEMS REQUIRED AFTER BID AWARD BUT PRIOR TO AUTHORIZATION TO BEGIN WORK:

1. Insurance certificates
2. Projected hay cutting schedules
3. Signing of contracts as required

UNDERSTANDINGS:

Insurance must be provided as specified. The Town's main interest is to have the property maintained as a future business park, so all hay cutting must be accompanied by proper edge trimming to prevent the encroachment of the tree line onto the property. All vacant lots at Brockman Park are currently available, and proposer is aware that the property is subject to sale or use as a development site at any time. As such, the Town does not guarantee that the hay will be available for cutting. Proposals should be for the 2016 hay season with the understanding that the Town and successful proposer may negotiate to extend the arrangement for future seasons. All hay cut at Brockman Park is to be removed from the premises within 14 days of cutting.

PROPOSER NAME	_____
ADDRESS	_____
CONTACT PERSON	_____
SIGNATURE	_____
TELEPHONE	_____
MOBILE PHONE	_____
EMAIL ADDRESS	_____

Town of Amherst

Landscape Maintenance Services

The Town of Amherst will accept bids for landscape maintenance and similar services on February 22, 2016 at 3:00 PM in the Council Chambers of the Town Hall at 174 South Main Street. A copy of the bid documents, including the contract, bid form and bid procedure information, can be obtained at www.amherstva.gov.



TOWN OF AMHERST
P.O. Box 280 174 S. Main Street Amherst, VA 24521
Phone (434)946-7885 Fax (434)946-2087

INVITATION TO BID FOR
LANDSCAPE MAINTENANCE AND SIMILAR SERVICES
 January 4, 2016

The Town of Amherst will accept bids for landscape maintenance and similar services on February 22, 2016 at 3:00 PM in the Council Chambers of the Town Hall at 174 South Main Street. A copy of the bid documents, including the contract, bid form and bid procedure information, can be obtained at www.amherstva.gov.

TIMETABLE:

- | | |
|--|-------------------------------------|
| 1/4 - Advertisement Date | 3/10 - Anticipated Award Date |
| 2/16 - Optional Pre-bid Conference, 9:00AM | 3/12 - Anticipated Contract Signing |
| 2/22 - Bids Due, 3:00 PM | 4/1 - Effective Date of Contract |

PROCEDURES:

Each bid shall be submitted on this original form and received by the Town Manager by 3:00 PM Local Prevailing Time on February 22, 2016. The Town of Amherst retains the right to reject any or all bids for any reason. The contract will be awarded based on the total bid. Insurance requirements listed in the contract will not be waived.

ITEMS TO SUBMIT WITH BID:

1. Completed bid form, including signature
2. One completed (including vendor signature) draft contract
3. A listing, on vendor's form/stationary, of the name, contact person, and telephone numbers of three references who shall be current or past customers where a similar scope of work was performed along with a description of the work performed for each.
4. A listing, on vendor's form/stationary, of additional services that could be performed for the Town and pricing arrangement for each. (Optional)

ITEMS REQUIRED AFTER BID AWARD BUT PRIOR TO AUTHORIZATION TO BEGIN WORK:

1. Insurance, business license, other applicable certifications
2. Projected grass mowing schedule
3. Signing of contracts as required

BID: With particular reference to the Items to Submit with Bid section, I certify that I have been informed of the bid procedures for this contract as outlined on the reverse of this original bid form. Per the attached signed copy of "Contract for Landscape Maintenance and Similar Services in the Town of Amherst, Virginia", and recognizing that I am responsible for obtaining any addenda to this package by 5:00 PM on February 18, 2016 from the Amherst Town Hall, I hereby bid the following for this contract:

Sites 1-12	_____
Site 13 (Brockman Park)	_____
Total Bid	_____

VENDOR NAME	_____
ADDRESS	_____
CONTACT PERSON	_____
SIGNATURE	_____
TELEPHONE	_____
MOBILE PHONE	_____
EMAIL ADDRESS	_____

GENERAL TERMS & CONDITIONS RE BID PROCESS

- The Town of Amherst will not be responsible for any cost incurred by the bidder prior to issuance of a contract. Vendor is responsible for the cost of insurance. The Town will not pay insurance surcharge before or after a contract is awarded.
- Bids will not be received after the due date and time. The date of postmark will not be considered. Faxed bids will not be accepted. Incomplete or unsigned bids will not be accepted.
- Bids may be withdrawn by written request from the vendor to the Town Manager prior to the due date and time.
- All bids must be signed in ink by an individual authorized to bind the vendor.
- It is the responsibility of the vendor to inquire about and clarify any requirements of this ITB that are not understood prior to the deadline.
- Any information relative to interpretation of these specifications shall be requested in writing by the start of the optional pre-proposal conference.
- Any interpretation made to a prospective vendor will be expressed in the form of an addendum to the specifications. It is the responsibility of the vendor to inquire about addenda. Any addenda will be issued after the optional pre-proposal conference as noted above and posted on the Town's web site at www.amherstva.gov. Oral answers will not be authoritative.
- No protests regarding the validity or appropriateness of the specifications or of the ITB will be considered unless the protest is filed in writing with the Town Manager prior to the time bids are due.
- The Town of Amherst reserves the right to reject any and/or all bids received and/or to negotiate separately in any manner that best serves the interests of the Town of Amherst.

CONTRACTUAL BINDING

Each bid will be received with the understanding that the acceptance in writing by the Town of Amherst of the vendor to furnish any or all of the services or goods described therein shall constitute a contract between the vendor and the Town of Amherst. The contract shall bind the vendor to furnish and/or deliver the services or goods quoted on at the prices stated and in accordance with all conditions with said accepted bid, and the Town of Amherst on its part to order from such successful vendor except for causes beyond reasonable control and pay for at the agreed prices, services and goods specified, and delivered. Prices are to be held firm for 45 days after the due date. The Town will take action on an award as soon as is practical. An anticipated schedule is shown on the bid form.

SELECTION PROCESS

The Town Manager will make a recommendation to the Town Council regarding this ITB and the Town Council will act as it deems appropriate on this matter. The Town Manager may invite vendors to attend a presentation/interview meeting or a telephone conference as part of the evaluation process. Vendors must be found both responsive and responsible. References will be checked. An award will be made on the basis of the total contract amount for basic annual services; any additional services offered shall not be considered as a factor during the award decision process.

SCOPE OF WORK

Scope of work shall be as that outlined in the attached draft contract entitled Contract for Landscape Maintenance and Similar Services.

**CONTRACT FOR LANDSCAPE MAINTENANCE AND SIMILAR SERVICES
IN THE
TOWN OF AMHERST, VIRGINIA**

This AGREEMENT, made this ____th day of _____, 2016 between the TOWN OF AMHERST, a municipal corporation chartered and existing under the laws of the Commonwealth of Virginia (TOWN), and _____ (CONTRACTOR).

W I T N E S S E T H :

TOWN has multiple locations where grass cutting, landscape maintenance and other services are needed and it has been determined that accomplishing this work by contract rather than by in-house labor, machinery and equipment is more economical and advantageous to TOWN. Pursuant to TOWN'S acceptance of CONTRACTOR'S bid proposal and in further consideration of the agreements herein contained, the parties hereto agree as follows:

I. LANDSCAPE MAINTENANCE AND SIMILAR SERVICES

Beginning **April 1, 2016** CONTRACTOR shall provide grass cutting and landscape maintenance services as described herein.

1. Description of Services.

(a) **WORK REQUIRED**

CONTRACTOR shall provide labor, machinery and equipment necessary to properly maintain the locations listed below to the standards described herein. The number of cuttings for annual service maintenance sites is not to be considered absolute; the Town expects the different locations to be maintained to appropriate standards and the number of cuttings may vary depending on the weather.

(b) **MAINTENANCE STANDARDS**

The following shall be the definition of the maintenance standard specified for each site on **Attachment A**:

Golf Green: Grass will be cut to "golf green" standards, with grass cutting normally every 1-2 weeks; detailed trim work and collection of cut grass and/or raking is usually required.

Yard: Location to be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary.

Brush Down: Area will be cut to "keep the brush down" standards, with grass, weeds and brush cut about twice per season as needed and minimal trim work as necessary.

Tree Prevention: Area will be cut once per season with a lawn mower, bush hog, weed eater or other equipment with reasonable care to preserve appearance but for the primary purpose of keeping trees and bushes from taking over the area. Maintenance may include removal and sale of hay provided that such is removed from the site within 30 days of cutting.

(c) LOCATIONS

The locations where work is to be done are listed on **Attachment A**.

(d) SCHEDULING.

For the purposes of monitoring CONTRACTOR's work and due to the fact that several locations are in residential neighborhoods, and TOWN desires to maintain a peaceful and quiet community, CONTRACTOR shall not perform the required work at night (8:00 pm-6:00 am) or on Sunday before 1:00 pm.

(e) PROGRAM REPORTS.

(1) CONTRACTOR shall generate a schedule for landscape maintenance for all locations where service is rendered and furnish such to TOWN on an ongoing basis. A report of when and where landscape maintenance is required under this contract occurred shall be submitted with each invoice.

(2) CONTRACTOR shall provide a log of TOWN complaints and the corrective action taken. This report shall be supplied to TOWN with each invoice.

2. Charges for Services.

(a) CONTRACTOR shall perform the services described above.

(b) CONTRACTOR shall receive the following payment for the services described herein:

Sites 1-12	
Site 13 (Brockman Park)	
Total Bid	

(c) The CONTRACTOR shall be paid in six equal installments for sites 1-13 upon invoice to TOWN. Payments for sites 1-13 shall be due as of the last working day of the month in April, May, June, July, August, and September. The parties shall adjust the schedule work for which CONTRACTOR will receive compensation and the compensation due CONTRACTOR during the term of the contract by negotiation.

(d) The price charged by the CONTRACTOR for any second or subsequent years of the contract shall be adjusted upward or downward to reflect changes in the cost of service as reflected by fluctuations in the **Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items)** as established by the United States Department of Labor, Bureau of Labor Statistics. The adjustment shall be for 100% of the change for the prior calendar year, i.e. between the two preceding months of December.

(e) No additional services shall be performed unless agreed upon in advance and in writing between the parties. Additional services may include those listed at the bottom of Attachment A.

3. Term

The AGREEMENT shall be for **April 1, 2016- March 31, 2017** and shall automatically renew on an annual basis until cancelled. CONTRACTOR and TOWN shall have the right to renew the contract for the next annual term after the first year of the contract for additional annual terms by mutual consent. Except in cases of default, in no event shall this contract terminate unless CONTRACTOR or TOWN notifies the other in writing 60 days prior to contract termination that the contract is to be terminated.

II. GENERAL PROVISIONS.

The following general provisions shall pertain to CONTRACTOR'S performance under this contract:

1. Contractor to Furnish all Labor, Machinery and Equipment.

(a) CONTRACTOR shall furnish all personnel, labor, machinery, equipment and supervision necessary to its full and satisfactory performance of this contract. CONTRACTOR shall use only personnel qualified to perform the work assigned and shall see that all work is performed in an efficient and workmanlike manner. CONTRACTOR shall see that its supervisory personnel are thoroughly familiar with the work to be performed under this contract and with the terms thereof. CONTRACTOR shall provide all personnel with appropriate safety equipment including but not limited to dust masks, goggles and protective eyewear, and safety shoes.

2. Contractor to Function as an Independent Contractor; Limitations.

(a) CONTRACTOR in performing this contract shall act in all respects as an independent contractor and not as an employee of TOWN. CONTRACTOR shall comply with all minimum wage standards, worker's compensation, unemployment compensation and all other federal, state, and local laws, ordinances, and regulations pertinent to its employees. CONTRACTOR and any and all authorized subcontractors shall abide by all applicable local, state and federal laws and regulations pertaining to the activities carried on under this contract or to its employees and equipment used in pursuing this contract. CONTRACTOR shall take all actions necessary to assure that any TOWN-approved subcontractor complies with all of the aforesaid requirements. CONTRACTOR shall provide any certification that laws have been, are being, and will be complied with as required by TOWN.

(b) Notwithstanding the status of CONTRACTOR and any approved subcontractor as independent contractors, TOWN shall have the right to require reassignment of any employee of CONTRACTOR or an approved subcontractor whom the Town Manager in his sole discretion deems incompetent, careless, insubordinate or whose continued employment is deemed contrary to the public interest or welfare. CONTRACTOR understands that TOWN will not tolerate anyone possessing or under the influence of alcohol or drugs, legal or otherwise, on TOWN property. Possible possession of illegal substances, impairment of driving ability or any other questionable activity will be promptly reported to the appropriate law enforcement agency. Conviction shall be considered cause for contract termination by TOWN.

3. Contractor's Equipment.

(a) CONTRACTOR shall maintain all machinery and equipment used in the performance of this contract in a working and functional condition. CONTRACTOR shall further see that any equipment supplied by a subcontractor approved by TOWN is maintained in the same manner.

4. Contractor's Office.

(a) CONTRACTOR shall maintain an office within not more than one hundred (100) miles from the Amherst Town Hall, which office shall be accessible by a toll-free telephone number. CONTRACTOR shall see that such office is attended between the hours of 7:00 a.m. and 4:30 p.m. of each work day with personnel sufficient to receive and handle complaints and to receive communications from the Town Manager, his representative, and customers. CONTRACTOR shall supply an emergency telephone number for use in the event of after hours emergencies. Mobile telephone or pager service (with assurance of a 30-minute call-back) would be an acceptable alternative to this manned office requirement.

5. Contractor's Inspection of Work.

(a) CONTRACTOR shall designate a manager to be responsible for assuring that all services required under this contract are being properly performed. At a minimum a responsible supervisor with a vehicle shall be assigned; the supervisor shall have a cell phone to receive communications from TOWN and CONTRACTOR'S office.

6. Quality of Contractor's Service/Continuous Service Required.

(a) CONTRACTOR recognizes that its prompt and complete performance of this contract is considered critical to the public health, safety and welfare of the Town of Amherst. CONTRACTOR therefore agrees that in the event of equipment breakdown, strike or any other occurrence which would delay or prevent timely performance of its obligation hereunder, that it shall forthwith take all actions reasonably necessary, including but not limited to, replacement of equipment and personnel in order to assure restoration of normal service within twenty-four (24) hours from the time of occurrence. CONTRACTOR'S failure to provide the continuity of service here required shall be a breach of this contract and shall be cause for TOWN'S immediate termination of this contract without further notice. In such event TOWN shall be entitled to reimbursement by CONTRACTOR all expenses incurred and damages resulting from CONTRACTOR'S breach including court costs and reasonable attorney's fees. The above notwithstanding, should either TOWN or CONTRACTOR fail to perform its obligations hereunder as the result of strikes, riots, wars, fires, acts of God, accidents, governmental orders and regulations, or similar or different contingencies beyond their reasonable control, then the time limit set forth above shall be extended for such time as is reasonable in light of the circumstances prevailing.

(c) All services performed by CONTRACTOR or any authorized subcontractor under this contract shall be subject to inspection and approval by the Town Manager or his representative. When the Town Manager determines that any performance hereunder is unsatisfactory, CONTRACTOR shall forthwith commence all action necessary to remedy such problems. Except in the case of failure to provide continuous service as required in the above paragraph, CONTRACTOR shall have seven (7) calendar days from the date of receipt of written the TOWN specifying such problem in order to resolve such problem to the satisfaction of the Town Manager or his

representative. If CONTRACTOR shall fail to timely resolve such problem, TOWN shall without further notice to CONTRACTOR be entitled to take such actions as are necessary to resolve the problem and to collect the costs thereof against the bond filed by CONTRACTOR under this contract, or TOWN may give CONTRACTOR seven (7) days additional written notice regarding the problem and if at the end of the additional notice period the problem continues, TOWN may terminate this contract by written notice to CONTRACTOR and receive reimbursement from CONTRACTOR for all expenses incurred as the result of CONTRACTOR'S breach.

7. Contractor to Supply all Licenses and Permits.

(a) CONTRACTOR shall, at its own expense, purchase and keep in force at all times all business licenses and other licenses and permits required by federal, state or local laws, ordinances and regulations pertaining to CONTRACTOR'S performance of its obligations hereunder.

8. Contract May Not be Subcontracted or Assigned.

(a) CONTRACTOR may not, without TOWN'S advance written consent, assign this contract or its obligations hereunder or any portions thereof. Should the Town Manager authorize CONTRACTOR to subcontract any of its duties hereunder, the Town Manager may revoke such approval at any time by giving written notice to CONTRACTOR, in which case CONTRACTOR shall within thirty (30) days of receipt take all actions necessary to terminate the services of such subcontractor and to resume direct performance of such services. Should the Town Manager allow the use of a subcontractor, CONTRACTOR agrees to indemnify and save TOWN harmless from any and all claims of any nature whatsoever, either at law or at equity which may be asserted against the Town at any time relating to or arising out of the subcontractor's performance of CONTRACTOR'S obligations hereunder.

9. Contractor's Indemnification of Town.

CONTRACTOR shall agree to indemnify and save harmless and assume the defense of TOWN, its agents, employees, and officials, from and against any and all liabilities, damages, expenses, causes of action, suits, claims and civil judgements, and to pay all attorney's fees, court costs, and other costs incurred defending such claims, which may accrue against, be charged to, or resulting from the death or injury of any person arising from the operation of such services provided to TOWN.

10. Contractor's Insurance.

CONTRACTOR shall obtain and maintain throughout the term of this AGREEMENT, at CONTRACTOR'S sole cost and expense, not less than the insurance coverage set forth below.

Worker's Compensation

- Coverage A - Required - **No Exemptions Allowed**
- Coverage B - \$100,000 per occurrence.
- Coverage C - \$100,000/\$100,000 Accident and/or Disease

Comprehensive Automobile Liability

\$ 300,000 combined single limit

Comprehensive General Liability

\$1,000,000	General Aggregate Limit (Other than Products-Completed Operations)
500,000	Products-Completed Operations Aggregate Limit
500,000	Personal and Advertising Injury Limit
500,000	Each Occurrence Limit
50,000	Fire Damage Limit (Any One Fire)
5,000	Medical Expense Limit (Any One Person)

Other

\$1,000,000	Commercial Umbrella
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CONTRACTOR shall deliver to TOWN, prior to the execution date of this Agreement, Certificates of Insurance from carriers licensed in the Commonwealth of Virginia acceptable to the TOWN for the limits specified above, with the Town of Amherst, its employees and agents named as additional insured. In addition, the insurer shall agree to give the TOWN thirty (30) days written notice of its decision to cancel, change or fail to renew coverage.

11. Nondiscrimination.

(a) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation 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 nondiscrimination clause.

(ii) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

(iii) 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.

(b) The contractor will include the provisions of the foregoing paragraphs (i), (ii), and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(c) In the event of CONTRACTOR'S failure to perform in accordance with the requirements of this section, or any one of them, then TOWN may provide CONTRACTOR with written notice of such failure and CONTRACTOR shall have seven (7) calendar days in which to correct the failure. Should CONTRACTOR not correct the failure within such time, TOWN may with a second written notice terminate this contract. In such event CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to date of termination.

12. Default.

In addition to any other reason herein above specified, CONTRACTOR shall be deemed to be in default under this contract by reason of any of the following:

- (1) Abandonment of the contract;
- (2) Violation of the Rules and Regulations of the Environmental Protection Agency, OSHA or the Virginia Department of Environmental Quality, or other state or federal law;
- (3) Failure to maintain insurance policies as required by this contract.
- (4) No performance bond will be required by this contract.
- (5) Any notice given hereunder by any party to the other shall be deemed to be sufficiently given if given in writing and sent by registered mail to:

In the case of notices to CONTRACTOR:

In the case of notices to TOWN:

Amherst Town Manager
Post Office Box 280
Amherst, VA 24521

13. Interpretation and Applicable Law.

(a) This contract shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Virginia.

Town of Amherst

BY: _____

Name

Title

Company

BY: _____

Name

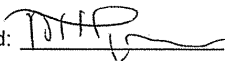
Title

Attachment A: Landscape Maintenance Location and Specifications

#	Description	Specification
1	Traffic Circle @ U.S. Route 29 and U.S. Route 60	<i>This is a high profile area and shall receive priority consideration over all other areas. Landscaping is intensive and subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. Note that the traffic circle and associated islands are located at the intersection of two primary highways. Areas to be cut include all 5 areas between travel lanes (circle and 4 approach areas) and shoulders to approximately 300' north of circle on N. Main Street. Grass will be cut to "golf green" standards, with grass cutting normally every 1-2 weeks; detailed trim work and collection of cut grass and/or raking is usually required.</i>
2	Minipark @ S. Main Street at E. Court Street	<i>This is a high profile area and shall receive priority consideration. Landscaping is intensive and subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. Grass will be cut to "golf green" standards, with grass cutting normally every 1-2 weeks; detailed trim work and collection of cut grass and/or raking is usually required.</i>
3	29 North Welcome Sign	<i>This is a high profile area and shall receive priority consideration. Landscaping to be installed may be intensive and subject to reinstallation and/or change by other parties, and CONTRACTOR will take care to avoid damage to same. Area to be cut to incorporates the obvious grassy portions of the site immediately around the sign but not to exceed 30' in front of the sign. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary.</i>
4	60 East Welcome Sign	<i>This is a high profile area and shall receive priority consideration. Landscaping to be installed may be intensive and subject to reinstallation and/or change by other parties, and CONTRACTOR will take care to avoid damage to same. Area to be cut to incorporates the obvious grassy portions of the site immediately around the sign but not to exceed 30' in front of the sign. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary.</i>
5	60 West Welcome Sign	<i>This is a high profile area and shall receive priority consideration. Landscaping to be installed may be intensive and subject to reinstallation and/or change by other parties, and CONTRACTOR will take care to avoid damage to same. Area to be cut to incorporates the obvious grassy portions of the site immediately around the sign but not to exceed 30' in front of the sign. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary.</i>
6	S. Main Street Gateway (S. Main Street welcome sign and median island at southern corporate limits)	<i>This a high profile area and shall receive priority consideration. Landscaping to be installed may be intensive and subject to reinstallation and/or change by other parties, and CONTRACTOR will take care to avoid damage to same. Area to be cut is the whole grassed shoulder and bank from in front of the welcome sign to the end of the median and the whole median area at the S. Main Street location from Hardee's south to the first U.S. Route 29 Bypass bridge expansion joint. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary. Weeds in the concrete median and in the entire gutter area (concrete/asphalt interface) will be removed from the premises.</i>
7	Town Shop - Zane Snead Industrial Park	<i>Landscaping is subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. Note that the fenced area is all Town property and that the area between the road and fence is included in this location for maintenance. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary. The area within two feet of either side of all perimeter fence shall be cut to "brush down" standards at least twice per season.</i>
8	Waughs Ferry Road Water Tank	<i>Landscaping is semi-intensive and subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. All of the grass on the property is to be cut. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary.</i>
9	Water Plant - Grandview Drive	<i>Landscaping is semi-intensive and subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. Note that the area inside the fence at the rear of the plant will need to be cut approximately three times per season with a weed eater by Contractor under this contract. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary. The area within two feet of either side of all perimeter fence shall be cut to "brush down" standards at least twice per season.</i>


10	Sewer Plant (Zane Snead Industrial Park)	<i>Contractor will take due notice of danger zones around the plant. The areas inside fenced compounds will be maintained as a "yard" and cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary.</i>
11	Medians in Rt. 60 between Rutledge Creek and Traffic Circle	<i>Landscaping consists of well-established grass. All of the grass in the median is to be cut. This location will be maintained as a "yard". Weeds in the gutter area (concrete/asphalt interface) will be removed from the premises. The area includes the traffic islands at the Whitehead Drive and Washington Street intersections. Grass will be cut to single family dwelling standards, with grass cutting not to exceed twice per month.</i>
12	Town Hall, 174 S. Main Street	<i>All of the grass on the property (behind the building) is to be cut. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary. Removing all weeds that sprout up in the pavement or sidewalk areas is required. The landscaped traffic island at the front of the property will be maintained by others.</i>
13	L. Barnes Brockman, Sr. Business and Industrial Park, Common Areas	<i>Maintain common areas at Brockman Park. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary around the Brockman Park sign and the road shoulders on Brockman Park Drive and East and West Commerce Street to include the entrance sign.</i>

Town of Amherst 2015 Grass Cutting Log

Signed: 

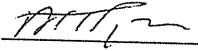
	Site																					
	Traffic Circle @ U.S. Route 60	Minipark @ S. Main Street at E. Court Street	29 North Welcome Sign	60 East Welcome Sign	60 West Welcome Sign	S. Main Street Gateway (welcome sign and median island)	Town Shop - Zane Snead Industrial Park	Waughts Ferry Road Water Tank	Water Plant - Grandview Drive	Union Hill Road Water Tank	Water Intake - end of Christian Springs Road at Buffalo River	Sewer Plant - behind Zane Snead Industrial Park	60 West Pump Station - U.S. Route 60 West near Tribulation Creek	W. Court Street Pump Station - end of W. Court Street	60 East Pump Station	New Pistol Range-adjacent to sewer plant	Medians in Rt. 60 between U.S. 29 Bypass and Traffic Circle	Brockman Park, Common Areas	Town Hall, 174 S. Main Street	Brockman Park, Front	Brockman Park, Back	Brockman Park, Lot 15
Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16A	17	18	19	20	21	
1-Apr-15	✓	✓	✓	✓	✓	✓		✓									✓	✓	✓			
2-Apr-15									✓		✓		✓		✓							
3-Apr-15																						
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Town of Amherst 2015 Grass Cutting Log

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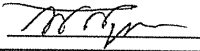
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	Traffic Circle @ U.S. Route 29 and U.S. Route 60	Mhipark @ S. Main Street at E. Court Street	29 North Welcome Sign	60 East Welcome Sign	60 West Welcome Sign	S. Main Street Gateway (welcome sign and median island)	Town Shop - Zane Snead Industrial Park	Waughts Ferry Road Water Tank	Water Plant - Grandview Drive	Union Hill Road Water Tank	Water Intake - end of Christian Springs Road at Buffalo River	Sewer Plant - behind Zane Snead Industrial Park	60 West Pump Station - U.S. Route 60 West near Tribulation Creek	W. Court Street Pump Station - end of W. Court Street	60 East Pump Station	New Pistol Range-adjacent to sewer plant	Medians in Rt. 60 between U.S. 29 Bypass and Traffic Circle	Brockman Park, Common Areas	Town Hall, 174 S. Main Street	Brockman Park, Front	Brockman Park, Back	Brockman Park, Lot 15	
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Town of Amherst 2015 Grass Cutting Log

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Town of Amherst 2015 Grass Cutting Log

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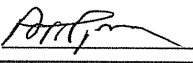
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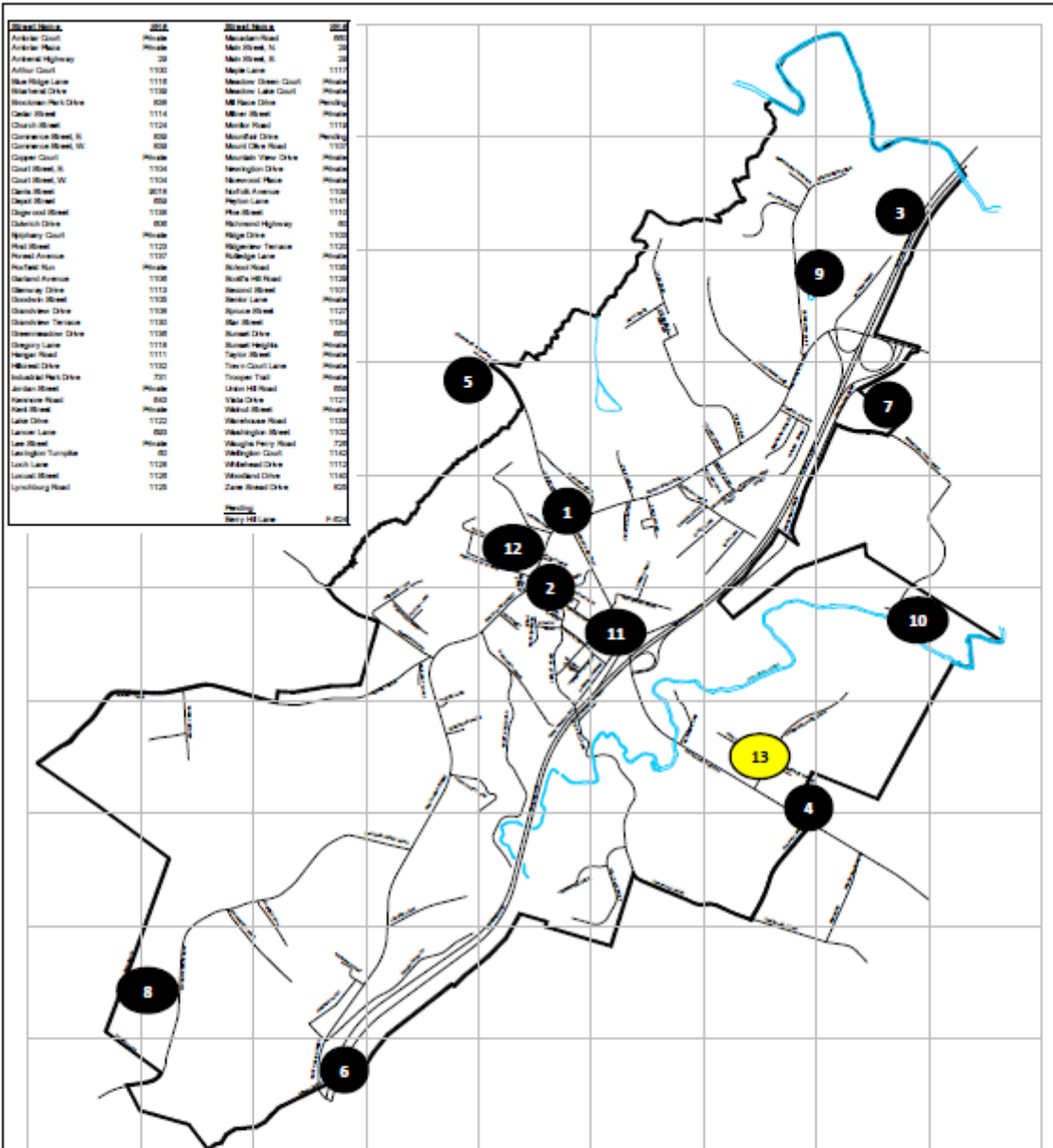
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Town of Amherst 2015 Grass Cutting Log

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	Traffic Circle @ U.S. Route 29 and U.S. Route 60	Mimipark @ S. Main Street at E. Court Street	29 North Welcome Sign	60 East Welcome Sign	60 West Welcome Sign	S. Main Street Gateway (welcome sign and median island)	Town Shop - Zane Snead Industrial Park	Waugh's Ferry Road Water Tank	Water Plant - Grandview Drive	Union Hill Road Water Tank	Water Intake - end of Christian Springs Road at Buffalo River	Sewer Plant - behind Zane Snead Industrial Park	60 West Pump Station - U.S. Route 60 West near Tribulation Creek	W. Court Street Pump Station - end of W. Court Street	60 East Pump Station	New Pistol Range-adjacent to sewer plant	Medians in Rt. 60 between U.S. 29 Bypass and Traffic Circle	Brockman Park, Common Areas	Town Hall, 174 S. Main Street	Brockman Park, Front	Brockman Park, Back	Brockman Park, Lot 15	
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- | Site# | Description |
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| 1 | Traffic Circle @ U.S. Route 29 and U.S. Route 60 |
| 2 | Minipark @ S. Main Street at E. Court Street |
| 3 | 29 North Welcome Sign |
| 4 | 60 East Welcome Sign |
| 5 | 60 West Welcome Sign |
| 6 | S. Main Street Gateway |
| 7 | Town Shop - Zane Snead Industrial Park |
| 8 | Waugh's Ferry Road Water Tank |
| 9 | Water Plant - Grandview Drive |
| 10 | Sewer Plant - behind Zane Snead Industrial Park |
| 11 | Medians in Rt. 60 between Rutledge Creek U.S. 29 Bypass and Traffic Circle |
| 12 | Town Hall, 174 S. Main Street |
| 13 | L. Barnes Brockman, Sr. Business and Industrial Park, Common Areas |

Landscape Maintenance Locations
December 22, 2015

Town of Amherst, Virginia
 April 2, 2014

**CONTRACT FOR LANDSCAPE MAINTENANCE AND SIMILAR SERVICES
IN THE
TOWN OF AMHERST, VIRGINIA**

This AGREEMENT, made this 18th day of Feb, 2015 between the TOWN OF AMHERST, a municipal corporation chartered and existing under the laws of the Commonwealth of Virginia (TOWN), and Anthony H. Tjorn (CONTRACTOR).

WITNESSETH:

TOWN has multiple locations where grass cutting, landscape maintenance and other services are needed and it has been determined that accomplishing this work by contract rather than by in-house labor, machinery and equipment is more economical and advantageous to TOWN. Pursuant to TOWN'S acceptance of CONTRACTOR'S bid proposal and in further consideration of the agreements herein contained, the parties hereto agree as follows:

I. LANDSCAPE MAINTENANCE AND SIMILAR SERVICES

Beginning **April 1, 2015** CONTRACTOR shall provide grass cutting and landscape maintenance services as described herein.

1. Description of Services.

(a) WORK REQUIRED

CONTRACTOR shall provide labor, machinery and equipment necessary to properly maintain the locations listed below to the standards described herein. The number of cuttings for annual service maintenance sites is not to be considered absolute; the Town expects the different locations to be maintained to appropriate standards and the number of cuttings may vary depending on the weather.

(b) MAINTENANCE STANDARDS

The following shall be the definition of the maintenance standard specified for each site on **Attachment A:**

Golf Green: Grass will be cut to "golf green" standards, with grass cutting normally every 1-2 weeks; detailed trim work and collection of cut grass and/or raking is usually required.

Yard: Location to be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary.

Brush Down: Area will be cut to "keep the brush down" standards, with grass, weeds and brush cut about twice per season as needed and minimal trim work as necessary.

Tree Prevention: Area will be cut once per season with a lawn mower, bush hog, weed eater or other equipment with reasonable care to preserve appearance but for the primary purpose of keeping trees and bushes from taking over the area. Maintenance may include removal and sale of hay provided that such is removed from the site within 30 days of cutting.

(c) LOCATIONS

The locations where work is to be done are listed on **Attachment A**.

(d) SCHEDULING.

For the purposes of monitoring CONTRACTOR's work and due to the fact that several locations are in residential neighborhoods, and TOWN desires to maintain a peaceful and quiet community, CONTRACTOR shall not perform the required work at night (8:00 pm-6:00 am) or on Sunday before 1:00 pm.

(e) PROGRAM REPORTS.

(1) CONTRACTOR shall generate a schedule for landscape maintenance for all locations where service is rendered and furnish such to TOWN on an ongoing basis. A report of when and where landscape maintenance is required under this contract occurred shall be submitted with each invoice.

(2) CONTRACTOR shall provide a log of TOWN complaints and the corrective action taken. This report shall be supplied to TOWN with each invoice.

2. Charges for Services.

(a) CONTRACTOR shall perform the services described above.

(b) CONTRACTOR shall receive the following payment for the services described herein:

Sites 1-17	\$ <u>14,500</u>	(per year)
L. Barnes Brockman, Sr. Business and Industrial Park:		
Common Areas	\$ <u>6000</u>	(per year)
Front	\$ <u>1200</u>	(per cut)
Back	\$ <u>1200</u>	(per cut)
Lot 15	\$ <u>1000</u>	(per cut)
TOTAL BID:	\$ <u>23,900</u>	for 2015

(c) The CONTRACTOR shall be paid in six equal installments for sites 1-17 upon invoice to TOWN. Payments for sites 1-17 shall be due as of the last working day of the month in April, May, June, July, August, and September. Per-cut payment for the Brockman Park sites shall be made upon invoice to Town after the work is done. The parties shall adjust the schedule work for which CONTRACTOR will receive compensation and the compensation due CONTRACTOR during the term of the contract by negotiation.

(d) The price charged by the CONTRACTOR for any second or subsequent years of the contract shall be adjusted upward or downward to reflect changes in the cost of service as reflected by fluctuations in the **Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items)** as established by the United States Department of Labor, Bureau of Labor Statistics. The adjustment shall be for 100% of the change for the prior calendar year, i.e. between the two

preceding months of December.

(e) No additional services shall be performed unless agreed upon in advance and in writing between the parties. Additional services may include those listed at the bottom of Attachment A.

3. Term

The AGREEMENT shall be for **April 1, 2015- March 31, 2016** and shall automatically renew on an annual basis until cancelled. CONTRACTOR and TOWN shall have the right to renew the contract for the next annual term after the first year of the contract for additional annual terms by mutual consent. Except in cases of default, in no event shall this contract terminate unless CONTRACTOR or TOWN notifies the other in writing 60 days prior to contract termination that the contract is to be terminated.

II. GENERAL PROVISIONS.

The following general provisions shall pertain to CONTRACTOR'S performance under this contract:

1. Contractor to Furnish all Labor, Machinery and Equipment.

(a) CONTRACTOR shall furnish all personnel, labor, machinery, equipment and supervision necessary to its full and satisfactory performance of this contract. CONTRACTOR shall use only personnel qualified to perform the work assigned and shall see that all work is performed in an efficient and workmanlike manner. CONTRACTOR shall see that its supervisory personnel are thoroughly familiar with the work to be performed under this contract and with the terms thereof. CONTRACTOR shall provide all personnel with appropriate safety equipment including but not limited to dust masks, goggles and protective eyewear, and safety shoes.

2. Contractor to Function as an Independent Contractor; Limitations.

(a) CONTRACTOR in performing this contract shall act in all respects as an independent contractor and not as an employee of TOWN. CONTRACTOR shall comply with all minimum wage standards, worker's compensation, unemployment compensation and all other federal, state, and local laws, ordinances, and regulations pertinent to its employees. CONTRACTOR and any and all authorized subcontractors shall abide by all applicable local, state and federal laws and regulations pertaining to the activities carried on under this contract or to its employees and equipment used in pursuing this contract. CONTRACTOR shall take all actions necessary to assure that any TOWN-approved subcontractor complies with all of the aforesaid requirements. CONTRACTOR shall provide any certification that laws have been, are being, and will be complied with as required by TOWN.

(b) Notwithstanding the status of CONTRACTOR and any approved subcontractor as independent contractors, TOWN shall have the right to require reassignment of any employee of CONTRACTOR or an approved subcontractor whom the Town Manager in his sole discretion deems incompetent, careless, insubordinate or whose continued employment is deemed contrary to the public interest or welfare. CONTRACTOR understands that TOWN will not tolerate anyone possessing or under the influence of alcohol or drugs, legal or otherwise, on TOWN property.

Possible possession of illegal substances, impairment of driving ability or any other questionable activity will be promptly reported to the appropriate law enforcement agency. Conviction shall be considered cause for contract termination by TOWN.

3. Contractor's Equipment.

(a) CONTRACTOR shall maintain all machinery and equipment used in the performance of this contract in a working and functional condition. CONTRACTOR shall further see that any equipment supplied by a subcontractor approved by TOWN is maintained in the same manner.

4. Contractor's Office.

(a) CONTRACTOR shall maintain an office within not more than one hundred (100) miles from the Amherst Town Hall, which office shall be accessible by a toll-free telephone number. CONTRACTOR shall see that such office is attended between the hours of 7:00 a.m. and 4:30 p.m. of each work day with personnel sufficient to receive and handle complaints and to receive communications from the Town Manager, his representative, and customers. CONTRACTOR shall supply an emergency telephone number for use in the event of after hours emergencies. Mobile telephone or pager service (with assurance of a 30-minute call-back) would be an acceptable alternative to this manned office requirement.

5. Contractor's Inspection of Work.

(a) CONTRACTOR shall designate a manager to be responsible for assuring that all services required under this contract are being properly performed. At a minimum a responsible supervisor with a vehicle shall be assigned; the supervisor shall have a cell phone to receive communications from TOWN and CONTRACTOR'S office.

6. Quality of Contractor's Service/Continuous Service Required.

(a) CONTRACTOR recognizes that its prompt and complete performance of this contract is considered critical to the public health, safety and welfare of the Town of Amherst. CONTRACTOR therefore agrees that in the event of equipment breakdown, strike or any other occurrence which would delay or prevent timely performance of its obligation hereunder, that it shall forthwith take all actions reasonably necessary, including but not limited to, replacement of equipment and personnel in order to assure restoration of normal service within twenty-four (24) hours from the time of occurrence. CONTRACTOR'S failure to provide the continuity of service here required shall be a breach of this contract and shall be cause for TOWN'S immediate termination of this contract without further notice. In such event TOWN shall be entitled to reimbursement by CONTRACTOR all expenses incurred and damages resulting from CONTRACTOR'S breach including court costs and reasonable attorney's fees. The above notwithstanding, should either TOWN or CONTRACTOR fail to perform its obligations hereunder as the result of strikes, riots, wars, fires, acts of God, accidents, governmental orders and regulations, or similar or different contingencies beyond their reasonable control, then the time limit set forth above shall be extended for such time as is reasonable in light of the circumstances prevailing.

(c) All services performed by CONTRACTOR or any authorized subcontractor under this contract shall be subject to inspection and approval by the Town Manager or his representative. When the Town Manager determines that any performance hereunder is unsatisfactory,

CONTRACTOR shall forthwith commence all action necessary to remedy such problems. Except in the case of failure to provide continuous service as required in the above paragraph, CONTRACTOR shall have seven (7) calendar days from the date of receipt of written the TOWN specifying such problem in order to resolve such problem to the satisfaction of the Town Manager or his representative. If CONTRACTOR shall fail to timely resolve such problem, TOWN shall without further notice to CONTRACTOR be entitled to take such actions as are necessary to resolve the problem and to collect the costs thereof against the bond filed by CONTRACTOR under this contract, or TOWN may give CONTRACTOR seven (7) days additional written notice regarding the problem and if at the end of the additional notice period the problem continues, TOWN may terminate this contract by written notice to CONTRACTOR and receive reimbursement from CONTRACTOR for all expenses incurred as the result of CONTRACTOR'S breach.

7. Contractor to Supply all Licenses and Permits.

(a) CONTRACTOR shall, at its own expense, purchase and keep in force at all times all business licenses and other licenses and permits required by federal, state or local laws, ordinances and regulations pertaining to CONTRACTOR'S performance of its obligations hereunder.

8. Contract May Not be Subcontracted or Assigned.

(a) CONTRACTOR may not, without TOWN'S advance written consent, assign this contract or its obligations hereunder or any portions thereof. Should the Town Manager authorize CONTRACTOR to subcontract any of its duties hereunder, the Town Manager may revoke such approval at any time by giving written notice to CONTRACTOR, in which case CONTRACTOR shall within thirty (30) days of receipt take all actions necessary to terminate the services of such subcontractor and to resume direct performance of such services. Should the Town Manager allow the use of a subcontractor, CONTRACTOR agrees to indemnify and save TOWN harmless from any and all claims of any nature whatsoever, either at law or at equity which may be asserted against the Town at any time relating to or arising out of the subcontractor's performance of CONTRACTOR'S obligations hereunder.

9. Contractor's Indemnification of Town.

CONTRACTOR shall agree to indemnify and save harmless and assume the defense of TOWN, its agents, employees, and officials, from and against any and all liabilities, damages, expenses, causes of action, suits, claims and civil judgements, and to pay all attorney's fees, court costs, and other costs incurred defending such claims, which may accrue against, be charged to, or resulting from the death or injury of any person arising from the operation of such services provided to TOWN.

10. Contractor's Insurance.

CONTRACTOR shall obtain and maintain throughout the term of this AGREEMENT, at CONTRACTOR'S sole cost and expense, not less than the insurance coverage set forth below.

Worker's Compensation

- Coverage A - Required - **No Exemptions Allowed**
- Coverage B - \$100,000 per occurrence.
- Coverage C - \$100,000/\$100,000 Accident and/or Disease

Comprehensive Automobile Liability

\$ 300,000 combined single limit

Comprehensive General Liability

\$1,000,000	General Aggregate Limit (Other than Products-Completed Operations)
500,000	Products-Completed Operations Aggregate Limit
500,000	Personal and Advertising Injury Limit
500,000	Each Occurrence Limit
50,000	Fire Damage Limit (Any One Fire)
5,000	Medical Expense Limit (Any One Person)

Other

\$1,000,000 Commercial Umbrella

CONTRACTOR shall deliver to TOWN, prior to the execution date of this Agreement, Certificates of Insurance from carriers licensed in the Commonwealth of Virginia acceptable to the TOWN for the limits specified above, with the Town of Amherst, its employees and agents named as additional insured. In addition, the insurer shall agree to give the TOWN thirty (30) days written notice of its decision to cancel, change or fail to renew coverage.

11. Nondiscrimination.

(a) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation 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 nondiscrimination clause.

(ii) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

(iii) 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.

(b) The contractor will include the provisions of the foregoing paragraphs (i), (ii), and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(c) In the event of CONTRACTOR'S failure to perform in accordance with the requirements of this section, or any one of them, then TOWN may provide CONTRACTOR with written notice of such failure and CONTRACTOR shall have seven (7) calendar days in which to correct the failure. Should CONTRACTOR not correct the failure within such time, TOWN may with a second written notice terminate this contract. In such event CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to date of termination.

Attachment A: Landscape Maintenance Location and Specifications

#	Description	Specification
1	Traffic Circle @ U.S. Route 29 and U.S. Route 60	<i>This is a high profile area and shall receive priority consideration over all other areas. Landscaping is intensive and subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. Note that the traffic circle and associated islands are located at the intersection of two primary highways. Areas to be cut include all 5 areas between travel lanes (circle and 4 approach areas) and shoulders to approximately 300' north of circle on N. Main Street. Grass will be cut to "golf green" standards, with grass cutting normally every 1-2 weeks; detailed trim work and collection of cut grass and/or raking is usually required.</i>
2	Minipark @ S. Main Street at E. Court Street	<i>This is a high profile area and shall receive priority consideration. Landscaping is intensive and subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. Grass will be cut to "golf green" standards, with grass cutting normally every 1-2 weeks; detailed trim work and collection of cut grass and/or raking is usually required.</i>
3	29 North Welcome Sign	<i>This is a high profile area and shall receive priority consideration. Landscaping to be installed may be intensive and subject to reinstallation and/or change by other parties, and CONTRACTOR will take care to avoid damage to same. Area to be cut to incorporate the obvious grassy portions of the site immediately around the sign but not to exceed 30' in front of the sign. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary.</i>
4	60 East Welcome Sign	<i>This is a high profile area and shall receive priority consideration. Landscaping to be installed may be intensive and subject to reinstallation and/or change by other parties, and CONTRACTOR will take care to avoid damage to same. Area to be cut to incorporate the obvious grassy portions of the site immediately around the sign but not to exceed 30' in front of the sign. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary.</i>
5	60 West Welcome Sign	<i>This is a high profile area and shall receive priority consideration. Landscaping to be installed may be intensive and subject to reinstallation and/or change by other parties, and CONTRACTOR will take care to avoid damage to same. Area to be cut to incorporate the obvious grassy portions of the site immediately around the sign but not to exceed 30' in front of the sign. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary.</i>
6	S. Main Street Gateway (S. Main Street welcome sign and median island at southern corporate limits)	<i>This a high profile area and shall receive priority consideration. Landscaping to be installed may be intensive and subject to reinstallation and/or change by other parties, and CONTRACTOR will take care to avoid damage to same. Area to be cut is the whole grassed shoulder and bank from in front of the welcome sign to the end of the median and the whole median area at the S. Main Street location south to the first U.S. Route 29 Bypass bridge expansion joint. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary. Weeds in the concrete median up to the bridge joint and in the gutter area (concrete/asphalt interface) will be removed from the premises.</i>
7	Town Shop - Zane Snead Industrial Park	<i>Landscaping is subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. Note that the fenced area is all Town property and that the area between the road and fence is included in this location for maintenance. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary. The area within two feet of either side of all perimeter fence shall be cut to "brush down" standards at least twice per season.</i>
8	Waugh's Ferry Road Water Tank	<i>Landscaping is semi-intensive and subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. All of the grass on the property is to be cut. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary.</i>
9	Water Plant - Grandview Drive	<i>Landscaping is semi-intensive and subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. Note that the area inside the fence at the rear of the plant will need to be cut approximately three times per season with a weed eater by Contractor under this contract. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary. The area within two feet of either side of all perimeter fence shall be cut to "brush down" standards at least twice per season.</i>
10	Union Hill Road Water Tank	<i>Landscaping and facilities are subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. The level area inside fence is to be maintained to "keep the brush down" standards with grass, weeds and brush cut about twice per season as needed and minimal trim work as necessary. Banks along entrance road and inside the fenced area cut for the primary purpose of keeping trees and bushes from taking over the area. The area within two feet of either</i>

		<i>side of all perimeter fence shall be cut to "brush down" standards at least twice per season.</i>
11	Water Intake - end of Christian Springs Road at Buffalo River	<i>This location is a cleared work area and is hidden from view. Only native landscaping is involved. Area will be cut to "keep the brush down" standards, with grass, weeds and brush cut at least three times per season as needed and including trim work as necessary.</i>
12	Sewer Plant - behind Zane Snead Industrial Park	<i>Contractor will take due notice of danger zones around the plant. The areas inside fenced compounds will be maintained as a "yard" and cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary. Except for the new pistol range which will be maintained to the tree prevention standard. The area within two feet of either side of all perimeter fence shall be cut to "brush down" standards at least twice per season.</i>
13	60 West Pump Station - U.S. Route 60 West near Tribulation Creek	<i>Landscaping is subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. Area will be cut to "keep the brush down" standards, with grass, weeds and brush cut about twice per season as needed and minimal trim work as necessary.</i>
14	W. Court Street Pump Station - end of W. Court Street	<i>Landscaping is subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. Area will be cut to "keep the brush down" standards, with grass, weeds and brush cut about twice per season as needed and minimal trim work as necessary.</i>
15	60 East Pump Station - Dulwich Drive behind Dixie Youth ballfield inside fence	<i>Landscaping is subject to change by other parties, and CONTRACTOR will take care to avoid damage to same. Area will be cut to "keep the brush down" standards, with grass, weeds and brush cut about twice per season as needed and minimal trim work as necessary. The area within two feet of either side of all perimeter fence shall be cut to "brush down" standards at least twice per season.</i>
16	New Pistol Range-adjacent to sewer plant	<i>Berm areas will be cut to "keep the brush down" standards, with grass, weeds and brush removed by "weed eater" about four times per season as needed. The Town will bushhog the level areas and spray weed killer as needed along with its sewer right of way maintenance operation.</i>
16A	Medians in Rt. 60 between U.S. 29 Bypass and Traffic Circle	<i>Landscaping consists of well-established grass. All of the grass in the median is to be cut. This location will be maintained as a "yard". Weeds in the gutter area (concrete/asphalt interface) will be removed from the premises. The area includes the traffic island at the Washington Street intersection. Grass will be cut to single family dwelling standards, with grass cutting not to exceed twice per month.</i>
17	Town Hall, 174 S. Main Street	<i>All of the grass on the property (behind the building) is to be cut. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary. Removing all weeds that sprout up in the pavement or sidewalk areas is required. The landscaped traffic island at the front of the property will maintained by others.</i>
18	L. Barnes Brockman, Sr. Business and Industrial Park, Common Areas	<i>Maintain common areas at Brockman Park. This location will be maintained as a "yard". Grass will be cut to single family dwelling standards, with grass cutting usually twice per month with trim work as necessary around the Brockman Park sign and the road shoulders on Brockman Park Drive and East and West Commerce Street to include the entrance sign.</i>
19	L. Barnes Brockman, Sr. Business and Industrial Park, Front	<i>Cut grass to the "tree prevention" standard. All Town-owned property bordering E. and W. Commerce Drives. Note that this site is to be quoted on a per-cut, as directed basis. The cemetery area on the northeastern corner of Brockman Park Drive and E. Commerce Street is included in this area. (Note this will probably need to be cut with a lawn mower and not bush hogged.)</i>
20	L. Barnes Brockman, Sr. Business and Industrial Park, Back	<i>Cut grass to the "tree prevention" standard. All Town-owned property north of E. and W. Commerce Drive EXCEPT for Lot 15. Note that this site is to be quoted on a per-cut, as directed basis.</i>
21	L. Barnes Brockman, Sr. Business and Industrial Park, Lot 15	<i>Cut grass to the "tree prevention" standard. Lot 15 at Brockman Park (Hollingsworth lot). Note that this site is to be quoted on a per-cut, as directed basis.</i>

Contracts

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