



**MOWING, LANDSCAPING AND RELATED
LAWN SERVICES AGREEMENT**

- I. **PURPOSE:** The Town of Purcellville Mowing, Landscaping and Related Lawn Services Agreement (hereinafter the “Agreement”) is for the provision of high quality mowing, landscaping and related lawn services.
- II. **PARTIES:** The parties to this Agreement are the Town of Purcellville (hereinafter “Town”) and contractor.
- III. **SCOPE OF SERVICES** – include mowing and lawn related services at the following locations and frequencies:

Location	Mowing Frequency	Size	Price Per Cut
Suzanne Kane	Weekly 31 cuts	.25 acres	
Village Case Property	Weekly 31 cuts	1 acre	
Magnolias Parking lot	Weekly 31 cuts	Parking lot islands	
Waste Water Treatment Plant	1 time per year	Fence Area	
Water Tower- Maple Ave	1 time per year	Fence area	
Hatcher Ave- ROW	Weekly 31 cuts	Right of Way mowing along street	
Hirst Road- ROW	Weekly 31 cuts	Right of way mowing along street	
N. Maple Ave ROW (between W&OD and Hirst)	Weekly 31 cuts	Right of way mowing along street	
Rte 690 South ROW	Weekly 31 cuts	Right of way mowing along street	
20 th St ROW (Locust Grove Dr to 785 S. 20 th St)	Weekly 31 cuts	Right of way mowing along street	
A Street ROW	Weekly 31 cuts	Right of way mowing along street	
N. 21 st Street ROW (Southern States to Ashleigh)	Weekly 31 cuts	Right of way mowing along street	
Nichols Roadside ROW	Weekly 31 cuts	Right of way mowing along street	
William Druhan Blvd.	Weekly 31 cuts	Right of way mowing along street	
Pickwick Ditch	Bi-weekly 15-20 cuts	1.50 acres	
Country Club Ditch Line	Bi-Weekly 15-20 cuts	Ditch line	
Nursery Ave Storm Drain	Weekly 31 cuts	Weed eat ditch line	
Yaxley Drive	Weekly 31 cuts	Right of way mowing along street	

Roundabout on Main Street and Islands	Weekly 31 cuts	Circle and Islands	
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Complaints/Ordinances (public nuisances) and Emergency Mowing, Landscaping and Leaf Related Services:

Complaints/Ordinance – Mowing and lawn related services	As needed basis – 24 hour response time	Varies	To be negotiated on case by case basis
Emergency – Mowing and lawn related services	As needed basis – 24 hour response time	Varies	To be negotiated on case by case basis

Required Response Time: Contractor must respond to and perform within twenty-four (24) hours (including weekends and all holidays) to all calls from the Town for service concerning complaints/ordinance (nuisances) or emergency mowing or related lawn services.

Emergency Mowing Services Definition: Any situation that adversely effects public safety or involves circumstances that require the need for immediate mowing, landscaping or lawn related services.

Leaf Removal Services:

Leaf Removal Services	As needed basis	Varies	To be negotiated on case by case basis
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The contractor must have the capability to provide leaf removal services upon request by the Town. The contractor must respond to and perform within twenty-four (24) hours (including weekends and all holidays) to all calls from the Town for service concerning emergency leaf removal.

IV. **TERM, RENEWAL AND MODIFICATION:** The initial term of this Agreement shall commence on _____, 2015 and end on _____, 2016. The Agreement may be renewed for four (4) additional successive one-year periods provided funding for this Agreement is provided by the Town, and based upon mutual written consent by the Town of Purcellville and contractor. The Agreement may be modified only with written consent by the Town of Purcellville and contractor.

V. **TERMINATION:** The Agreement may be terminated without cause by the Town of Purcellville or contractor upon thirty (30) calendar days advance written notice to the other party. All sums earned and due to the

contractor up to the date of termination shall be paid to the contractor provided the quality of the service and work was satisfactory to the Town. The Town of Purcellville may terminate this Agreement at any time for non-performance, default or negligence by the contractor. The determination of non-performance, default or negligence will be made solely by the Town. Outstanding payments for services due to the contractor will only be paid upon such termination if they are **not related** to any services rendered or incidents by contractor that are the subject of the Town finding of non-performance, default or negligence.

Examples of non-performance, default or negligence include, but are not limited to:

- a) Missing a scheduled mowing or lawn service date;
- b) Failure to fully comply with all the provisions, terms, specifications and requirements of this Agreement, the Invitation for Bid and the contractor's Bid Submission Forms.
- c) Dishonesty, theft, criminal act(s) or other such action(s) by the contractor and/or employees or agents of the contractor.
- d) Failure to promptly correct inadequate levels of service after notification by the Town.

VI. **BILLING AND ESCALATION PAYMENTS:** The contractor shall submit a monthly invoice to the Town for all services rendered during that period. All invoices shall reference the purchase order/contract number. The invoice shall detail the location(s), services provided, frequency of service, date(s) of service, cost per location and an invoice total cost.

If the Town chooses to renew this Agreement for a successive annual period, the monthly fee for services paid to the contractor **may** escalate up to a maximum of 1.5% (one point five percent) on the first day of the new term at the sole discretion of the Town. The contractor must provide detailed written evidence of increased costs to provide mowing, landscaping and related lawn services to support the requested monthly fee increase within thirty (30) days prior to the expiration of the current term. There shall be no additional payments of any kind to be paid to the contractor under this Agreement except for emergency mowing, landscaping and related lawn services and leaf removal services.

VII. **TIME AND FREQUENCY OF SERVICE:** The contractor shall provide approximately thirty (31) cuts per year, per location as noted in Section III (Scope of Services). There will be no cutting during holidays or when the

Town is closed without checking with and obtaining the approval of the Maintenance Superintendent prior to when the work is to be performed. All work hours shall conform to the requirements of the Town's noise ordinance and restrictions and legal requirements for work within the right-of-way.

The Town and contractor shall meet to coordinate a mowing schedule to ensure all required locations receive adequate service. This schedule is subject to modification by the Town as necessary.

- VIII. SMOKING: No smoking is permitted at any time.
- IX. SUBCONTRACTORS: No subcontractors shall be permitted to perform work under this Agreement without the Town's prior written consent. Any subcontractor must fully and completely comply with all the terms, provisions, requirements and specifications of this Agreement. The use of a subcontractor does not relieve the contractor from full compliance with all the terms, provisions, requirements and specifications of this Agreement.
- X. SUPERVISION/CONTRACTOR CONTACT: The contractor will provide a competent, fluently English speaking supervisor or Crew Leader to supervise all mowing, landscaping and related lawn services. The supervisor must remain at mowing, landscaping and related lawn service locations at all times while services are being conducted.

The contractor will provide the Town with telephone numbers that will contact the contractor both during normal business hours and on a twenty-four (24) hour emergency basis should emergency services be required.

- XI. PERFORMANCE SPECIFICATIONS:
 - a) General: The contractor shall provide highly quality, professional mowing and related lawn service. The contractor shall furnish all of the material, supplies, tools, equipment, labor, supervision and other services necessary for the completion of the work described in the Invitation for Bid.
 - b) The contractor must comply with all Virginia Department of Transportation's Rules and Regulations for mowing in the Right of Way.
 - c) The contractor must complete a throughout walk through before mowing at each location to check for and remove all debris such as trash and tree branches.

- d) The contractor shall be required to perform complaint-based mowing or emergency mowing as requested by the Town with the cost negotiated on a case by case basis with the Town. The contractor must respond to and perform all calls for complaints/ordinance and emergency mowing requests within twenty-four (24) hours (including weekends and all holidays).
- e) Leaf removal may be requested by the Town during certain times of the year with price negotiated with the Town.

XII. **LEGAL AND SAFETY REQUIREMENTS:** The contractor will be in compliance at all times with all applicable federal, local and Town laws, ordinances, policies, regulations and rules concerning this Agreement and the services rendered thereunder. The contractor and any approved subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as amended. All work and services under the Agreement shall be conducted by the contractor so as at all times to protect the safety and welfare of the contractor's employees, Town employees and the general public. Any dangerous conditions, property damage or injuries shall be promptly reported to the Town by the contractor

XIII. **CONTRACTOR'S INSURANCE REQUIREMENTS, INDEMNIFICATION AND HOLD HARMLESS:** The contractor will not commence work under this Agreement nor receive any payments due until all insurance requirements herein have been met. A certificate of insurance displaying the required coverages and a policy endorsement naming the Town as an Additional Insured shall be provided by the contractor to the Town as required in Section X (b) of the Invitation for Bid.

- a) At all times during the term of this Contract, the Contractor will maintain a general liability policy with not less than \$1,000,000 combined single limits per occurrence with an excess liability policy with a minimum limit of \$2,000,000. Coverage is to be on an occurrence basis only with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Contractor's general liability and excess liability policies must be endorsed to list the Town of Purcellville as an additional insured. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage, unless a separate endorsement for that coverage is attached. All endorsements must be issued by the Contractor's insurance company. A notation of

additional insured status on the certificate of insurance is not sufficient. Prior to the commencement or any work under the Contract, the Contractor shall provide the Town with a certificate of insurance and all endorsements evidencing compliance with all insurance requirement under this paragraph.

- b) At all times during the term of the contract, the Contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The Contractor will also carry employers liability insurance with a limit of at least \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease each employee. Prior to the commencement or any work under the Contract, the Contractor shall provide the Town with a certificate of insurance evidencing compliance with all insurance requirements under this paragraph.
- c) At all times during the term of this Contract, the Contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1" or "any auto." The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Town of Purcellville must be listed as an additional insured on the automobile liability policy by endorsement. The endorsement must be issued by the Contractor's insurance company. A notation on the certificate of insurance is insufficient. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Prior to the commencement or any work under the Contract, the Contractor shall provide the Town with a certificate of insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.
- d) All coverages required herein are to be evidenced by a certificate of insurance issued by the Contractor's insurer or insurance agent. The Town's additional insured status must be by endorsement to the Contractor's insurance. A copy of the additional insured endorsement must be provided to the Town. The endorsement listing the Town as an additional insured must remain in force during the entire term of the contract.
- e) The insurance provided in the additional insured endorsements required herein shall be primary without contribution from such other insurance provided or available to the additional insured.

- f) The Contractor's insurer or insurance agent must provide thirty (30) days' notice of cancellation [ten (10) days for non-payment] to the Town of any insurance or endorsements required herein. Such notice may be provided by one of the following three methods:
 - 1. A note on company letterhead that the Town will receive such notice of cancellation. This may be on the letterhead of 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 required, or
 - 3. A copy of a policy provision regarding such notice.

- g) The Contractor shall not commence any work under the contract until the Town has received all required certificates of insurance and endorsements.

- h) If the Contractor fails to comply at any time with any part of this Section XIII of the Agreement, the Town may, at its discretion, terminate the Agreement or otherwise require Contractor to cease all activities under the Agreement.

- i) The contractor agrees to indemnify, defend and hold harmless the Town including its Council members, officers, agents, employees, volunteers, agents, contractors and subcontractors from any claims, damages, suits, actions, liabilities and costs of any kind or nature, whether at law or in equity, including attorneys' fees arising or resulting from or in any way connected with the performance of the work and provision of services by the contractor, its employees or its agents, assigns or subcontractors under the Agreement. The contractor specifically agrees that it shall at its sole cost and expense, and upon demand of the Town, defend and provide attorneys, all costs of investigation, litigation and appeal to defend the Town, its Council members, officers, agents, employees, volunteers, agents, contractors and subcontractors from any claims, damages, suits, actions, liabilities and costs of any kind or nature brought against the Town, its officers, agents, employees and volunteers arising or resulting from or in any way connected with the Agreement and the action, actions, or inaction of the contractor or any subcontractor resulting from or in any way connected with the performance of the work and provision of services. The attorney(s) selected to defend the Town shall be subject to approval by the Town.

XIV. NO CLAIM AGAINST TOWN OFFICIALS: The contractor agrees that it shall make no claims whatsoever against any elected official, appointed official, authorized representative, agent or employee of the Town for, or on account of, anything done or omitted to be done in connection with this

Agreement.

- XV. **APPLICABLE LAW/VENUE:** This Agreement is made, entered into, and shall be performed in the Town of Purcellville, and Loudoun County, Virginia and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the Agreement, its interpretations, or its performance shall be litigated only in the Loudoun County General District Court or the Circuit Court of the County of Loudoun, Virginia.
- XVI. **INCORPORATION BY REFERENCE:** All provisions, conditions and requirements of the Invitation For Bid (IFB #PW-2015-02) dated February 18, 2015 and the contractor's bid forms, insurance certifications, insurance endorsements and licenses are incorporated by reference into the provisions, conditions and requirements of this Agreement as if stated verbatim therein. In case of any conflict between the Agreement and the contractor's bid forms, insurance certifications, insurance endorsements and licenses the Agreement shall control.
- XVII. **LICENSE REQUIREMENT:** All firms including the contractor doing business in the Town of Purcellville shall meet all applicable federal, state, town and county licensing requirements. The failure to maintain all required federal, state, town and county licenses shall be grounds for the Police to withhold payments due until all licensing requirement are satisfied. A failure to meet all applicable licensing requirements within thirty (30) days' notice of such failure by the Town shall be grounds for the immediate termination of the Agreement (see Section IV).
- XVIII. **COMPLIANCE WITH IMMIGRATION LAW:** The contractor certifies that it does not, and during the performance of this Agreement shall not, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- XIX. **EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED:** During the performance of this Agreement, the contractor agrees as follows –
- a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there 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.

- b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

XX. **DRUG-FREE WORKPLACE:** During the performance of this Agreement, 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, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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 section, 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 chapter, the employees of whom are prohibited from engaging in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

XXI. **COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES TO TRANSACT BUSINESS IN THE COMMONWEALTH:** During the performance of this Agreement, the contractor agrees as follows –

- a) If the contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law.
- b) Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation

Commission. Any bidder or contractor 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or contractor is not required to be so authorized.

- c) Any bidder or contractor described in this section that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.
- d) Any business entity described in this section 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, to be revoked or cancelled at any time during the term of the contract.
- e) A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

XXII. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:

The Town of Purcellville does not discriminate against faith-based organizations as defined in Virginia Code Section 2.2-4343.1 (D).

XXIII. ETHICS IN PUBLIC CONTRACTING:

The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Code of Virginia §§2.2-4367 et seq., the State and Local Government Conflict of Interest Act, Code of Virginia §§ 2.2-3100, et seq., the Virginia Governmental Frauds Act, Code of Virginia §§18.2-498.1 et seq., Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, as amended, are incorporated herein by reference. The contractor shall incorporate the above clause in its contracts with any subcontractor.

XXIV. MINORITY AND WOMEN-OWNED BUSINESSES:

The Town of Purcellville actively solicits both minority and women-owned businesses to respond to all Invitations for Bids and Requests for Proposals.

XXV. SEVERABILITY:

Each paragraph and provision of the Agreement will be severable from the entire Agreement and if any paragraph or provision is declared invalid, void or unenforceable by a court of competent jurisdiction the remaining provisions shall remain in full effect and be binding on the

parties.

XXVI. EXECUTION AND ACKNOWLEDGEMENT OF AGREEMENT:

FOR THE TOWN OF PURCELLVILLE

By: _____
Jason Didawick,
Maintenance Superintendent

County of Loudoun

Commonwealth of Virginia

The foregoing Town of Purcellville Mowing and Related Lawn Services Agreement was acknowledged before me this _____ day of _____, 2015 by Jason Didawick

Notary Public

My Commission Expires: _____
Notary Registration #: _____

STAMP OR SEAL:

FOR THE CONTRACTOR

By: _____

Printed Name

Title

County of _____

Commonwealth of Virginia

The foregoing the Town of Purcellville Mowing and Related Lawn Services Agreement was acknowledged before me this _____ day of _____, 2015 by.

Notary Public

My Commission Expires: _____

Notary Registration #: _____

STAMP OR SEAL: