

SPECIFICATIONS

These specifications and standards are to be utilized in the implementation and execution of this contract.

CONTRACT FOR LANDSCAPE MAINTENANCE FOR WITCHDUCK ROAD AND ASSOCIATED ROADWAYS

I. SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, and equipment as necessary to provide complete and continuous vegetative maintenance at all Rights-of-Way, landscape easements, and roadway medians, and all other work connected thereto as specified below: The listed areas and attached spread sheets are estimates only. The Contractor is responsible for maintaining all Right-of-Way areas at the submitted unit cost and at no additional cost to the Owner. When directed by the Owner or designee the Contractor shall speak with and meet with the assigned Landscape Management Inspector on the site upon which the work is to be performed. Failure of the Contractor to meet with the Landscape Management Inspector shall not relieve the Contractor of the responsibility for the proper execution of the work assigned in accordance with the specifications contained herein.

CONTRACT AREA	ESTIMATED ACRES
<p>WITCHDUCK ROAD FROM VIRGINIA BEACH BLVD. TO THE PRINCESS ANNE ROAD / KEMPSVILLE ROAD INTERSECTION.</p> <p><u>Includes the following:</u></p> <ul style="list-style-type: none">• Parcel on Grayson Road adjacent to 200 Grayson Road.• Parcel at Ruritan Court and S. Witchduck Road.• Parcel at 420 Woodway Lane.• Parcel at 417 Kempsville Road.• Parcel at 5133 Princess Anne Road.• Parcel frontage along Princess Anne Road between S. Witchduck Road and Kempshire Lane.• Parcel at 5161 Princess Anne Road.• Parcel at 5265 Princess Anne Road.• Parcel at 5251 Princess Anne Road including Right-of-Way in front of the brick bridge.	35.54 Acres

<ul style="list-style-type: none"> • Boundaries extend along Princess Anne Road from Hartsdale Road, east of the Princess Anne / S. Witchduck Road intersection, west to Riveranne Court to the west of the Princess Anne / S. Witchduck Road intersection. • Kempsville Road from Princess Anne Road to Milburne Drive. • Kempshire Lane Right-of-Way. • Fletchers Arch Right-of-Way. • Belingham Court Right-of-Way at Princess Anne Road. • Singleton Way Right-of-Way. • Lord Dunmore Drive Between Oakmeads Crescent and Jacob Court. • BMP area south of the Railroad Right-of-Way. 	
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- B. In those instances where any type of fence is located within ten (10) feet of and parallel to the Right-of-Way lines, the area inclusive of landscape beds shall be maintained in accordance with the terms of this contract. The Contractor shall exercise reasonable care and diligence in the performance of the Work and shall comply with all applicable laws, regulations, and industry standards.
- C. The length of each road to be maintained in accordance with the provisions of this contract shall be determined by the beginning and ending location stated or to the last median of said road that extends beyond the beginning and ending location, whichever is greater. Spreadsheets are estimated quantities and the Contractor shall be responsible for all areas specified within this contract.
- D. Company Personnel Standards and Resource Commitment

Only qualified personnel shall supervise and perform landscape maintenance services in this contract. If in the City's sole discretion any of the Contractor's personnel are not performing satisfactorily in the delivery of services to be furnished here under, the Contractor shall, upon notice from the City, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Contract Administrator may require replacement of the Contractor's supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. **There shall be at least one (1) employee on each crew who speaks fluent English.**

The Contractor shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The City retains the right to require the Contractor to halt all work activities until such conditions are resolved.

The Contractor's failure to resolve any and all conflicts to the satisfaction of the Owner shall be considered a breach of contract, and subject to termination.

The Contractor shall submit with the bid a list of equipment and manpower resources to be utilized in the execution of this contract. Such equipment and manpower shall be maintained during the performance of this contract.

II. WORK REQUIRED

The Contractor shall perform the following work at all areas as described above:

A. TRAFFIC CONTROL

All signage and traffic control devices shall be in place prior to commencement of work in accordance with Virginia Department of Transportation standards and specifications. Failure to comply shall result in placement of a stop work order until discrepancies are corrected. A Right-of-Way Permit shall be required with the fee being paid by the Contractor. The Contractor shall furnish a copy of the Right-of-Way Permit to the Owner prior to commencing work. A copy shall also be kept with all vehicles during the performance of this contract. All costs for traffic control, inclusive of equipment and signage, shall be the Contractor's responsibility. Any changes in Federal, State or Local codes requiring additional traffic control shall be the Contractor's responsibility and at no additional cost to the City.

B. LITTER REMOVAL

The Contractor shall remove all litter, inclusive of accumulated leaves and tree limbs, cigarette butts, glass, and all other debris from gutter pans, landscape beds, turf areas and all other areas prior to commencement of each mowing operation. In the fall months and during spring start up, all accumulated leaves, pine straw and tree litter shall be removed from the entire site and all adjoining public Rights-of-Way including the gutter pans prior to each mowing operation. All gutter pans, including those at turn lanes and those containing storm drain inlets, shall be clear of accumulated soils and debris at all times. During mulching operations, all accumulated leaves shall be removed from all beds prior to mulching. Manual raking may be required as directed by the Owner or his designee. During the winter months, litter removal shall be performed twice monthly at the discretion of the Owner. All litter bags shall be removed from the site at the end of each working day. Failure to perform this activity prior to mowing shall result in a stop work order until litter activity is completed. **A one hundred (\$100.00) dollar fee shall be assessed for each incident of cutting through litter or for leaving trash bags or tree limbs on site overnight. Litter removal and disposal of litter and/or debris shall be at no additional cost to the City.**

C. TURF CARE

1. Mowing and Trimming

Turf shall be mowed to a uniform height of two (2) to three (3) inches using flail, reel, mulching, or rotary type mowers during the season of active growth, generally between mid-March and the third week of November.

The Owner in his or her sole, exclusive, and unfettered discretion shall conclusively determine the season of active growth. Rough cutting and bush hogging shall not be permitted. Turf shall be mowed as otherwise necessary to maintain a neat appearance. Cutting height shall not be below two (2) inches. Elimination of any mowing cycles or areas to be mowed shall be at the sole discretion of the Owner or his designee.

2. **Mowing shall be promptly accomplished for each location specified in its entirety once each eighteen (18) calendar days and shall not exceed more than three (3) days after the eighteenth (18th) day without permission from the Owner.**
3. Mower height shall be measured with mower on a flat, paved surface. A high quality of cut shall be provided, using mowers with sharp cutting edges. Mowing shall be accomplished in such a manner as not to damage trees, tree mulch rings, shrubs, signs, or other appurtenances. Deflective guards shall be in place at all times during mowing operations.
4. Clippings shall be removed immediately from any roadway, walkway, tree mulch rings, bed area, and parking area after each mowing. The Contractor shall remove excessive clippings resulting from growth from grass areas immediately after each mowing operation. The disposal of clippings, tree debris, litter, and all other debris into storm drains is strictly forbidden and in violation of City Code of Ordinances, Article 1, Section 31.12. Failure to comply with removal of clippings shall result in a one hundred (\$100.00) dollar assessment per site for each violation. Placing clippings, tree debris, litter, and all other debris into storm drains shall result in a five hundred (\$500.00) dollar assessment fee per violation and be reported to applicable authoritative agencies.
5. Trimming around trees, shrubs, landscape beds, fence lines, guard rails, sign posts, utility poles, utility structures, and other improvements or structures shall be performed at each maintenance cycle uniformly throughout the entire contract area. Trimming shall be accomplished utilizing hand labor or mechanical devices (push mowers, string trimmers, etc.) in all areas not specifically approved for herbicide use. **Herbicide banding shall be permitted in the following locations only. Herbicide band widths shall not exceed six (6) inches.**
 - a. At the base of utility poles or utility boxes,
 - b. At the base of fire hydrants,
 - c. At the base of fence posts,
 - d. At the bottom of **chain-link** fencing (herbicide band shall not encroach onto private property)
 - e. At the base of guardrails and posts.

Any vegetation not cut by the mowing operation, that is located adjacent to, above, or hanging over the curb line, or that overhangs any hard surface area shall be trimmed during each mowing cycle. Trimming shall be done in such a manner as not to damage trees, shrubs, vehicles, etc. or endanger motorists and pedestrians.

6. Bare Spot Restoration, Rut Repair

Bare spots shall be prepared and seeded utilizing turf species designated by the Owner. The Contractor shall aerate and seed lightly into the loosened soil to provide shallow coverage without affecting the seed distribution pattern. The Contractor shall water as required until grass in the restored bare spots is established. Ruts shall be filled with approved topsoil to top of existing grade and seeded. Bare spots and ruts shall be considered fully restored when the grass has reached a height of three (3) inches for fescue, one (1) inch for Bermuda and coverage is complete, inspected, and accepted by a City representative. The Contractor shall provide approved topsoil. Work shall be completed within one (1) mowing cycle.

7. All basal suckers and water sprouts on tree trunks or trunk collars shall be removed every maintenance cycle, regardless of whether mowing activities occurred during any or all cycles. All suckers originating from stump remnants or roots, or otherwise protruding from the ground shall be removed each maintenance cycle. **There shall be no additional charge to the contract cost for this activity.**

8. Any damage shall be reported promptly to the Owner or his designee, and repairs promptly made upon his direction. The Contractor shall within one (1) maintenance cycle fully restore to preexisting conditions any damage (including herbicide damage) to turf areas, landscape beds, mulch rings or plants resulting from the Contractor's execution of this contract, without cost to the City. The Owner may, at his sole discretion, require that complete or partial damage restoration (i.e. planting of ball & burlap plants, perennial bulbs/tubers, etc.) be completed during a specific season or time period for horticultural reasons. The Contractor shall provide City with applicable correspondence regarding accidents.

D. HARD SURFACE WEED CONTROL

1. The Contractor shall apply non-selective post-emergent and/or pre-emergent herbicides with a **dye additive** as necessary for expansion joints, gutter pans, drop inlets and cracks of hard surfaces. The Contractor shall remove all annual and perennial weeds that have died from herbicide treated areas. This activity shall be accomplished each maintenance cycle.

E. CARE OF EXISTING SHRUBS, TREES, AND GROUND COVERS

The Contractor shall maintain plant materials in a healthy, growing condition by performing the following operations and other work incidental thereto:

1. Weeding

All tree mulch rings and landscape beds shall be maintained in weed free condition through the use of herbicides with a **dye additive** and hand labor only. The Contractor shall ensure that there are no weeds remaining in the landscape beds or tree mulch rings, whether alive, dying or dead, upon completion of each maintenance cycle. At no time shall weed eaters be utilized in beds. Herbicide banding shall be strictly forbidden around tree mulch rings and landscape beds. The Owner, or his designee, shall have

the right to require hand weeding in certain landscape beds at his/her sole discretion, where the use of pre-emergent or post-emergent herbicides would reasonably be expected to result in damage to landscape plants. The application of non-selective herbicides directly onto or over landscape plants, or within twelve (12) inches of landscape plants, or under conditions where off-target drift or leaching may occur, is strictly prohibited. Weeding shall be accomplished every maintenance cycle. At no time are herbicides to be used in ground cover beds unless usage is preapproved each cycle by the Owner or designee. If approval is not granted, all ground cover beds shall be hand weeded.

2. Pruning

NOTE: Applies to all trees up to eight (8) inches caliper, measured twelve (12) inches from the ground. Larger trees shall be maintained under separate contract. Pruning shall be completed within two (2) mowing cycles unless the Owner, or his designee, determines that an immediate hazard exists, in which case pruning shall be completed within one maintenance cycle. A fifty (\$50.00) dollar fee shall be assessed for each additional day beyond the second maintenance cycle for uncompleted pruning.

- a. The Contractor shall prune deciduous trees in accordance with:
 - 1) ANSI A-300 Standards for pruning, and
 - 2) ANSI Z133.1 Standards for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush – safety Requirements, most recent edition.
- b. The Contractor shall prune evergreen trees in strict accordance with:
 - 1) ANSI Standard A-300 for pruning.
 - 2) ANSI Z133.1 Standards for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush – safety Requirements, most recent edition.
- c. The Contractor shall prune shrubs as directed. Pruning shall be completed in appropriate season so as not to remove fruit or blooms.
- d. The Contractor shall remove all dead and damaged branches back to branch collar.
- e. Ground cover pruning methods and activity schedules shall be completed as directed.
- f. The Contractor shall remove all materials and debris from the site promptly after each pruning. Removal and disposal of such material shall be at no additional cost to the City.

3. Mulching

- a. All shrub, tree, and ground cover beds and tree mulch rings shall be redefined by edging and freshly dressed with a two (2) inch layer of shredded hardwood mulch once annually during the winter season (December 1 – February 28), or as otherwise ordered by the Owner or his designee. Mulch shall be shredded hardwood bark stripped from disease free logs, free of any extraneous debris and shall be a uniform brown color, with individual pieces less than eight (8) inches in length, and of a grind not more than twenty-five (25) percent by volume passes through a three-quarters ($\frac{3}{4}$) inch sleeve. An approved pre-emergent herbicide shall be applied in connection with each re-mulching cycle, as directed by the product label. Tree mulch rings shall be in accordance with attached diagram and shall be of uniform depth. Tree mulch rings shall be flat, and mulch shall not come in contact with the trunks of trees (maintain two (2) inch radial clearance from trunk). Volcano shaped tree mulch rings are strictly prohibited. The Contractor shall edge beds with bed edger or flat shovel. The Contractor shall remove and dispose of excess soil from edging operations. The depth of mulch in shrub, tree and landscape beds shall not exceed four (4) inches. The Owner or his designee may direct the Contractor to remove and dispose of excess mulch as needed to maintain the required four (4) inch depth on tree mulch rings. The Contractor shall submit a sample of the mulch to be utilized to the Owner for approval before beginning mulch applications. All mulch and edging work shall be completed within two (2) maintenance cycles of order from Notice to Proceed, unless otherwise directed by the Owner or designee prior to work commencing.

F. APPLICATION OF CHEMICALS

All herbicides used for vegetation control purposes, shall be applied by a **Virginia Certified Pesticide Applicator or Registered Technician working under the direct supervision of a Virginia Certified Pesticide Applicator**, holding current certifications in all required categories (Category #6/Rights-of-Way, Category #3 A & B/Turf, Ornamentals), issued by the Virginia Department of Agriculture and Consumer Services, during the contract period. **The Contractor shall maintain a valid permit for the duration of this contract.** Violations of any federal, state or local codes and regulations concerning pesticide use and application shall constitute grounds for termination of this contract. **The Owner or his designee shall approve all herbicides prior to application.**

Prior to contract execution, the Contractor shall furnish the City with the following documentation:

- a. The Contractor's **Virginia Pesticide Business License**, issued by the Virginia Department of Agriculture and Consumer Services, in the Contractor's business name.
- b. A copy of the Contractor's **Virginia Commercial Pesticide Applicator Certification for Category #6 (Rights-of-Way)**, issued by the Virginia Department of Agriculture and Consumer Services.

- c. A copy of the Contractor's **Virginia Commercial Pesticide Applicator Certification for Category #3A & B (Turf & Ornamentals)**, issued by the Virginia Department of Agriculture and Consumer Services.
- d. For each Registered Technician the Contractor proposes to use under the supervision of a Certified Applicator, a copy of that Registered Technician's credentials issued by the Virginia Department of Agriculture and Consumer Services.

The Contractor shall maintain each of the licenses, certifications, and credentials listed in items (a) through (d) in valid and current status of the duration of this contract.

G. **REPLACEMENT OF DAMAGED PLANTINGS AND OTHER PROPERTIES**

The Contractor shall be responsible for the replacement of any plantings or other properties, whether privately or publicly owned, that may be damaged due to improper performance of designated maintenance activities. In such case, the Owner shall specify when replacement is to be made. Any costs for testing of plants damaged or suspected of being damaged by pesticides shall be paid by the Contractor. If it is determined that the Contractor caused damage to plant material due to improper performance of chemical applications, and it is determined by the Contract Administrator that the plant material requires replacement, the Contractor shall be responsible for the financial costs associated with the new material. The City shall utilize the Annual Services Contractor for Landscape Services to perform the replacements.

- H. All of the Contractor's employees or personnel working under the direction of the Contractor in the execution of this contract shall be fully clothed and shall wear all safety apparel or equipment as required by federal, state and local laws and regulations.

III. SCHEDULE OF VALUES AND PAYMENT

- A. The successful bidder shall submit a Bid Worksheet (Attachment 1) for the work to be performed under this contract. The cost of the items on the Bid Worksheet shall be the determining factor on the total bid price. For each and every cycle of work, the Owner reserves the right to order full or partial activities as itemized in the Schedule of Values, and to delete any or all items of work for any or all individual roads. By submitting its bid and accepting this Contract, the Contractor acknowledges and agrees that it has not been guaranteed that all or any portion of the projected activities or cycles shall be ordered by the City. The Owner further reserves the exclusive right to establish all start and shutdown dates in its sole discretion.
- B. The Contractor shall submit to the Owner, after each cycle has been completed and all roadways inspected with discrepancies corrected, a statement of work performed claiming the dollar value of that work in accordance with the Schedule of Values. If a roadway was started and not completed at the end of the cycle, the statement of work performed shall be credited to that cycle, **PROVIDED** that the roadway is more than fifty (50) percent complete. If the roadway is less than fifty (50) percent complete, it shall be considered incomplete for that cycle and statement of work moved to the next mowing cycle with payment made upon

completion of the subsequent mowing cycle. Roadways not started within a mowing cycle shall be completed at the beginning of the next mowing cycle. The Contractor shall be paid only for the work actually completed.

- C. The Schedule of Values shall contain the following categories and items for each of the work areas.
 - 1. Litter Control - all areas
 - 2. Turf Maintenance - all activities as specified
 - 3. Tree, shrub, and groundcover beds - as specified for all activities
 - 4. Leaf Removal
 - 5. Hard Surface Weed Control
 - 6. Mulch
 - 7. Mulch Removal

IV. GENERAL CONDITIONS

A. Inclement Weather/Holidays

In the event of inclement weather during a cycle, the maximum allowable rain days shall be three (3). In the event of severe weather such as a tropical storm, hurricane or northeast storm, additional rain days may be granted at the discretion of the Owner. All requests for rain days shall be submitted in writing at the cycle end date. The contract requires that a cycle length be every 2.5 weeks or every eighteen (18) calendar days. Therefore, weekends worked shall be considered when granting cycle extensions. The City recognizes Martin Luther King Jr. Day, Memorial Day, Juneteenth, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Eve, Christmas Day, and New Year's Day (if applicable) and shall extend the cycle accordingly. All rain days and holidays granted by the Owner shall be time extensions only and shall not entitle the Contractor to any additional compensation for any reason whatsoever. The Contractor assumes all risk of loss or additional costs caused by or in any way relating to weather.

B. City Work Crews

In the event that funding is not available or the Contractor is unable to perform the work specified, or if the Owner deems it necessary, the City reserves the right to perform any of the activities listed in this contract with City equipment, supplies and personnel without compensation to the Contractor.

C. Right-of-Way Defects

Every mowing cycle, the Contractor shall inspect the entire roadway for any holes, cave-ins, or depressions in turf-grass or mulched areas; disease and insect infestations; broken off or bent signs; buckled, broken, or sunken sidewalks; eroded areas; or any other defect or hazard.

The Contractor shall promptly (**same day**) notify the Owner of such hazards or defects.

D. Maintenance Work Schedule

Contractor shall supply the City with a written work schedule to indicate normal starting time for its operation and completion time. For the purpose of this contract, workdays shall include Saturdays unless it is a recognized National holiday. The Contractor shall not be permitted to work on Sundays without prior authorization. If weekends are scheduled, the Contractor shall notify the assigned Inspector on the preceding Friday morning the time, location and schedule of work.

E. Inspections

1. The Contractor shall call, email, text, or send a fax to the assigned Landscape Inspector each weekday morning prior to 8:30 a.m., indicating the location and work being performed that day. There shall be no weekend inspections under any circumstances. All calls for inspection made after 12:00 p.m. (noon) on a Friday, or on a Saturday, Sunday or Holiday, shall be deemed to have been made on the next weekday morning on which an inspector is actually available, and the Contractor shall bear all risks relating to the passage of time between Contractor's alleged completion of work and/or its request for inspection and the next weekday on which an inspector is actually available. The status of the work as of the next available inspection day shall govern whether the work is deemed completed or deficient.
2. When a road is completed, the Contractor shall contact the assigned Landscape Inspector for an inspection of the area. The Landscape Inspector shall advise the Contractor of any discrepancies. The Contractor shall take whatever action necessary to correct the discrepancies within **two (2) working days** and contact the Landscape Inspector for a second inspection. Where the Contractor has failed to complete certain portions of a cycle of work, and has been given notice to correct the discrepancy and has failed to complete the work (either because the allotted contract time for correction has passed or a second inspection reveals that the work remains incomplete), the Owner or his designee, at his/her sole discretion, may either delay commencement of the next cycle pending completion of the incomplete work (plus imposition of inspection fees and liquidated damages), or deduct the line item value of the work not completed from the payment for the current cycle (plus inspection fees and liquidated damages), and allow the Contractor to commence the next cycle notwithstanding its failure to complete all portions of the current cycle. In either event, if the work remains incomplete past the second inspection or the expiration of time for a second inspection, the Contractor shall be notified, and a twenty-five (\$25.00) dollar re-inspection fee shall be charged for a third inspection. If on the third inspection, the work remains incomplete, the Contractor shall be deemed in default and shall be assessed liquidated damages in the amount of one hundred (\$100.00) dollars. A twenty-five (\$25.00) dollar fee per day shall be assessed until the discrepancies have been corrected. After the third inspection, the Owner also reserves the right to have a second contractor complete the incomplete work and back-charge the Contractor for those costs.

F. Cycle Reduction

The City of Virginia Beach reserves the right to add or delete activities or cycles either partial or in full due to drought or other environmental conditions, or at the direction of the Owner. In no instance is the Contractor guaranteed that all cycles and activities shall be ordered.

G. Invoicing

After each cycle, the Contractor shall submit to the City an invoice for the work performed during the preceding cycle, claiming the dollar value of that work in accordance with the Bid Pricing. For work items partially completed, the Contractor shall be paid for the percentage of the work actually completed.



Figure 1: INCORRECT TREE MULCH RING



Figure 2: CORRECT TREE MULCH RING