

# Memo

**To:** Shana Davis-Cook, Village Manager  
**From:** Michael Younes, Director of Municipal Operations *MAY*  
**CC:** Board of Managers  
**Date:** 1/3/12  
**Re:** Award Recommendation – Landscape Maintenance Services

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Eight (8) bids were received, as a result of the publicly advertised Invitation for Bids (IFB) to obtain Landscape Maintenance Services. Based on the evaluation matrix attached and criteria listed below **I recommend contract award to Complete Industries, Inc. / d.b.a. Complete Landscaping Service (the Contractor).**

## Current Contract

The Village currently contracts with TruGreen LandCare for its Landscape Maintenance Services; the initial contract period has ended. The Village has the option of extending the contract for additional two (2) years; however, over the past year work quality and communication breakdowns have led to serious service related concerns. Also, this past summer TruGreen, without prior authorization, pruned many of the trees and shrubs in the Buffer area. These concerns became more evident when two (2) different branch offices at TruGreen LandCare submitted different bids for the new contract with different pricing structures. When I questioned the two (2) bids, the response I received was that each office thought the other was not submitting a bid. This shows a lack of professionalism and accountability, and it is for the above reasons that I am not recommending that the Village exercise its contract option years with TruGreen LandCare.

## Background

The Contractor has demonstrated its knowledge and competence through its submitted bid, and has been extremely receptive in all previous conversations. The Contractor has extensive experience providing landscape maintenance service and related support services throughout the Washington, D.C metro area.

Prior to advertising the IFB the Village Arborist and Parks and Greenspaces Committee were provided an opportunity to review and comment on the scope of work.

### **Evaluation Matrix**

Due to size of the evaluation matrix, it has been included as an attachment to this memorandum marked as Attachment 1.

### **Responsiveness of Bid**

As part of the Contractor's submitted bid all required materials and requests for information as stipulated in the IFB were addressed successfully. The submitted bid was arranged and broken down into sections relating directly to the questions and materials requested in the IFB in a clear and methodical manner. Accordingly, the Contractor was rated at 10 out of 10.

Overall the majority of the eight (8) bids received were responsive to the IFB; however, three (3) were rated at a 5 out of 10 or below.

### **Technical Experience of Bidder (as a company)**

The Contractor has over 30 years of direct landscape maintenance services in the Washington D.C metro area. Last year the Contractor was ranked in the top 50 landscape management companies in the nation by Lawn & Landscape Magazine. The Contractor's portfolio of clients demonstrates their extensive landscaping experience in government, commercial and Homeowner's Association settings. Although the Contractor has not been in business as long as some of the other bidders such as Ruppert Nurseries, Valley Crest and TruGreen the diverse amount of experience I believe makes them a good fit for the Village. Accordingly, the Contractor was rated at 9 out of 10.

### **Technical Experience of Bidder's Personnel**

The Contractor's management and supervisory personnel have a combined 82 years of service and experience in the landscape maintenance and management field. All members of the management and supervisory team are degreed and certified in the various landscape management fields. As is the case with landscape contractors the majority of the labor workforce is seasonal; however, prior to beginning a season's work, new and returning laborers are trained or re-trained on proper landscape maintenance methods and are given an overview of the properties they will be assigned to maintain. Accordingly, the Contractor was rated at 10 out of 10.

### **Size of Equipment Fleet**

The Contractor has submitted a list of available equipment for support of this contract. Although the list is not the largest among the bidders it is comparable to the fleet size the current Village contractor uses. Based on a review of the Contractor's portfolio of client sites such as the Fort Belvoir Residential Communities, National Harbor Property and multiple parks for the City of Laurel Department of Parks and Recreation, I am confident the Contractor's fleet size will support the Village's contract adequately.

In the event more equipment is needed to support the Village, the Contractor has the ability to pull company resources from their maintenance yard and other crews not in service.

**References**

All of the contacted references for the Contractor stated that they would unequivocally recommend the Contractor. References stated that they have been very happy with the level of service and responsiveness of the Contractor. References specifically commended the Contractor for their attention to detail and communications skills. Accordingly, the Contractor was rated with a full 10 points.

It is worth noting that is somewhat difficult to get a 100% objective opinion from the listed references and often times the references listed are pre-screened to provide positive feedback. Three (3) of the bidders either submitted no references, references that did not apply to the scope of work or wrong contact information for references.

**Required Documents Submitted**

Only four (4) of the bidders submitted a complete bid package which included all of the fourteen (14) required documents. The Contractor was among the four (4) and was rated at a maximum of 14, one point for each required document submitted. All documents were clearly marked and organized within the Contractor’s bid.

**Cost Schedule**

As stipulated in the IFB the Village required that the bidders provide pricing for the various landscape maintenance services as well as supplying top soil and mulch, below please find a summary of the pricing options submitted:

<i>Per 8 billing months</i>	Complete Landscaping Service	Ruppert Nurseries	Valley Crest	Scrubnik Lawn Care, Inc.	TruGreen LandCare (DC North branch)	Hughes Landscaping and Supply, Co.	Jeva Enterprises, LLC	TruGreen LandCare (DC Metro branch)
<b>Parks and Greenspaces</b>	\$9,297.60	\$21,872	\$25,480	\$19,520	\$16,080	\$40,140	\$19,040	\$20,080
<b>Rights-of-Way</b>	\$14,760.32	\$13,704	\$14,336	\$9,600	\$15,480	\$30,240	\$18,400	\$19,376
<b>Buffer</b>	\$7,457.36	\$6,400	\$5,248	\$7,200	\$6,720	\$20,070	\$6,320	\$6,672
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<b>Total</b>	<b>\$31,515.28</b>	<b>\$41,497</b>	<b>\$45,064</b>	<b>\$36,320</b>	<b>\$38,280</b>	<b>\$90,450</b>	<b>\$43,760</b>	<b>\$46,128</b>
<i>Per yd. delivered</i>	-----	-----	-----	-----	-----	-----	-----	-----
<b>Top Soil</b>	\$28	\$45	\$35	\$40	\$44	\$45	\$115	\$44
<b>Mulch</b>	\$24	\$38	\$28	\$27	\$40	\$50	\$118	\$32

Based on the submitted bid pricing by the Contractor, the overall contract price would reflect a savings of \$14,612.72 per year, if awarded.

### **Public Rights-of-Way Mowing**

Included in this proposed contract award is to continue mowing the Village's rights-of-way that directly abut private property. Currently, the Village is the only jurisdiction in the area that provides this service. If the contract is awarded as recommended, \$14,760 of the contract, or 46% of the annual cost, represents the cost for mowing these rights-of-way.

I believe the practice should be reviewed in an effort to garner further cost savings. If the Village decides to eliminate the practice of mowing the Village rights-of-way the contract is broken down in such a way so that portion of work can be removed from the contract.

### **Recommendation**

Upon review and analysis of the documents submitted by all bidders, technical experience, size and structure of the company and a favorable assessment by references submitted by the bidder, I recommend contract award to Complete Industries, Inc. / d.b.a. Complete Landscaping Service to obtain Landscape Maintenance Services.

As is the policy with all contracts, Village Counsel has reviewed the enclosed contract and has approved all contractual terms.

### **Attachments:**

- (1) Bid Evaluation Matrix
- (2) Contract for Services

## Landscape Maintenance Services Bid Evaluation Matrix

<i>Rating scale: (1 to 10, 10 being the best) unless otherwise noted</i>	Complete Landscaping Service	Ruppert Nurseries	Valley Crest	TruGreen LandCare (DC North branch)	Scrubnik Lawn Care, Inc.	Hughes Landscaping and Supply, Co.	Jeva Enterprises, LLC	TruGreen LandCare (DC Metro branch)
Responsiveness of Bid	10	8	10	7	6	5	5	1
Technical Experience of Bidder (as a company)	9	10	10	10	8	7	2	1
Technical Experience of Bidder's Personnel	10	10	10	8	7	7	2	1
Size of Equipment Fleet	9	10	10	7	8	5	1	1
References	10	10	10	5	1	5	2	1
Required Documents Submitted (14 points max)	14	14	14	12	14	11	13	5
Pricing Aggregate (Rated 1-8 based on total cost; 8 being lowest price)	8	5	3	6	7	1	4	2
<b>Total</b>	<b>70</b>	<b>67</b>	<b>67</b>	<b>55</b>	<b>51</b>	<b>41</b>	<b>29</b>	<b>12</b>

CONTRACT FOR SERVICES

THIS Contract, made this \_\_\_\_ day of February, 2012, by and between CHEVY CHASE VILLAGE, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the "VILLAGE", and Complete Industries, Inc. /d.b.a Complete Landscaping Service, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Contractor and the Village are collectively referred to herein as, the "Parties"

WHEREAS, the Village desires to contract for the performance of Landscape Maintenance Services as more specifically described in the specifications identified as Exhibit A and attached hereto; and

WHEREAS, the Village desires to employ the services of the Contractor to perform services and supply materials in connection with the aforementioned services.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described in, and be bound by, the terms and conditions set forth in the specifications identified as Exhibit A attached hereto and incorporated herein by reference, provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of this Contract shall prevail.

2. DURATION. The work under this Contract shall be performed from April 1, 2012 to November 30, 2015. Upon written notice to the Contractor prior to the termination of this Contract, this Contract may be extended by the Village, in its sole discretion, for two (2) additional terms of one (1) year each. The Contractor shall be paid in accordance with the compensation as set forth in the Scope of Work (Exhibit A). Time is of the essence as to the Contractor's performance hereunder.

3. LICENSES AND PERMITS. The Contractor will be responsible for obtaining any and all licenses and permits pertaining to performance of work under this Contract. The Contractor shall possess and keep all licenses and permits valid for the entire duration of the term of the Contract or any renewals thereof and promptly provide evidence of such renewals to the Village as appropriate.

4. CAPACITY TO PERFORM. The Contractor, by executing this contract, represents that all equipment necessary for providing the described services is in working order, that materials needed are now in stock or will be available so as not to delay timely performance, and that all personnel needed are available or will be available by the date work is to commence.

5. **INDEPENDENT CONTRACTOR.** The Contractor shall perform approved services under this Contract as an independent contractor and not as an employee or agent of the Village.

6. **INSURANCE.**

a. The Contractor, upon execution of this contract, shall furnish to the Village proof of insurance of at least the kinds and minimum amounts set forth below. The following policies must be maintained at the Contractor's sole expense during the entire performance period of this Contract or any renewal or extension thereof.

1. **WORKERS' COMPENSATION** covering all operations in the State of Maryland for the anticipated work with limits as established by statute.

2. **COMPREHENSIVE GENERAL LIABILITY INSURANCE:** (a) Bodily Injury for each occurrence at least \$1,000,000/\$1,000,000 aggregate (b) Property Damage for each occurrence at least \$1,000,000/\$1,000,000 aggregate, and (c) Automobile combined Coverage - fleet operations at least \$1,000,000 total.

b. The Contractor shall also furnish to the Village a Certificate of Insurance in like amounts for any approved sub-contractor prior to commencement of performance of such sub-contractor's personnel or entry of equipment in the Village.

c. All accidents resulting in injury to or death of persons or damage to property of others arising out of the performance or suits instigated against the Contractor and/or Village arising out of such accidents shall be reported promptly to the Village Project Manager. So much of the moneys due or to become due the Contractor under this contract, as may be considered necessary by the Village shall be retained until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect is furnished to the Village.

7. **SALES TAX.** No sales tax is to be charged by the Contractor to the Village municipal government for supplies or materials furnished in the performance of work under this Contract. State of Maryland Sales Tax Exemption Certificate No. 30042148, a copy of which is attached hereto as Exhibit C, will apply to all such transactions.

8. **PERSONNEL, EQUIPMENT AND MATERIALS.** The Contractor shall furnish the necessary supervision, crew(s), the specified equipment and all materials and/or supplies, as may be required for efficient and safe execution of the required work.

At the time of execution of this Contract, the Contractor must provide the names and phone numbers of the maintenance technicians, which are subject to approval by the Village.

9. **ENGLISH LANGUAGE.** The Contractor shall appoint one or more crew members or supervisors to act as liaison with the Village and emergency service personnel. All liaisons shall be fluently bi-lingual in English and the Contractor's and/or sub-contractor's

employees' language(s) and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

10. **TELEPHONE NUMBERS.** The Contractor shall furnish the Village with the name and telephone number of the Contractor or of a representative who can be reached at such number during the business day, and an emergency number where a representative can be reached at night or on weekends and holidays.

11. **MATERIALS.** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the specifications, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.

12. **SUBCONTRACTING.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Village. Any request for consent to subcontract any portion of the work shall include: 1) a description of the items to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. There shall be no contractual relationship between the Village and any subcontractor. The Contractor will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors, and omissions of subcontractors and their employees and the Village shall be named as an insured party.

13. **ASSIGNMENT.** This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Village which may be withheld in the Village's sole discretion. The Contractor shall not assign any monies due or to become due to him hereunder without the prior written consent of the Village.

14. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

15. **STANDARDS OF WORK.** Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that the services being performed under this Contract are completed in the best way and in the most expeditious and economical manner consistent with the Village's best interests. All services shall be performed in a neat and workmanlike manner by trained and experienced personnel.

16. **ACCEPTANCE AND PAYMENT.** The Village will inspect (including testing) all items for compliance with specifications and in satisfactory condition. Should inspection

delays occur, the Contractor shall have thereby no claim for damages or extra compensation. Except as provided elsewhere herein or in any addendum hereto, after the work is accepted by the Village, the Contractor shall submit a request for payment.

The Contractor shall furnish the Village with satisfactory evidence that all persons who have done work or furnished material under the contract, and who have given written notices to the Village, before or within ten (10) days after the final completion and acceptance of the whole work under the Contract that any balance for such work or materials due and unpaid, have been fully paid or satisfactorily secured. In case such evidence is not furnished as aforesaid, such amount as may be necessary to meet the claim of the said person may be retained from any monies due the Contractor under the contract, until the liabilities aforesaid shall be fully discharged or such notices withdrawn.

Acceptance by the Contractor of final payment shall operate as a release to the Village and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the contract.

17. **COMPENSATION.** The Contractor shall be paid in accordance with the Specifications (Exhibit A) and the Bid Sheet (Exhibit B). Payment shall be made within thirty (30) days of receipt of an invoice, unless a longer period is provided in the specifications. If the Village extends this Contract beyond its initial three (3) year term, compensation as stipulated in the Bid Sheet (Exhibit B) shall remain in full force and effect for each extension year.

18. **INVOICES.** Requisitions for payment shall include a complete description of the services rendered and materials supplied by the Contractor, providing the dates services were rendered, and a description of services rendered and materials supplied.

19. **ACCURATE INFORMATION, ACCOUNTING AND AUDIT.** The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Village. The Contractor certifies that all information provided in response to the invitation for bids or that will be provided to the Village is true and correct and can be relied upon by the Village in awarding, modifying, accepting services, making payments, or taking any other action with respect to this contract. Any false or misleading information is a ground for the Village to terminate the Contract and to pursue any other appropriate remedy.

The Contractor certifies that its accounting system conforms to generally-accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

20. **TERMS AND CONDITIONS.** The terms and conditions of this document govern in the event of a conflict with any terms of the Contractor's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless the same is accepted in writing.

Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

21. **DELIVERY.** All time limits stated in the Contract document are of the essence. The Contractor shall expedite the work and achieve substantial completion within the Contract time. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

22. **DELAYS/EXTENSION OF TIME.** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the Village, or any employee of the Village or by a separate Contractor employed by the Village, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the Village, the Village shall decide the extent of any delay and completion time shall be extended for such reasonable time as the Village may decide, in its sole discretion.

All claims for extensions must be in writing sent to the Village within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes itself to have suffered. If statement is not received within the prescribed time, the claim shall be forfeited and invalidated.

23. **TERMINATION FOR CAUSE.** If the Contractor fails to deliver any of the supplies, materials or services in a timely manner, abandons the work under the contract, fails to correct defective work or persistently fails to carry out its work in accordance with the Contract documents, or if the Village Project Manager shall be of the opinion that the performance of the work is unnecessarily or unreasonably delayed, or that the Contractor is executing the Contract in bad faith, the Village, by written notice, may order the Contractor to stop the entire work, or any portion thereof, until the cause for such order has been eliminated. Should the Contractor fail to correct such default, or provide an explanation satisfactory to the Village within five (5) days after receipt of such notification, the Village may terminate the contract. If the Contract is so terminated, the Village may take over the performance of the work by contract or otherwise and the Contractor shall be liable to the Village for any cost incurred by the Village thereby. Such costs shall be deducted from any funds that may otherwise be due to the Contractor.

24. **TERMINATION FOR CONVENIENCE.** The performance of work or services under this Contract may be terminated in whole or part, upon ten (10) calendar days written notice when the Village determines, in its sole discretion, that such termination is in its best interest. The Village shall be liable only for those goods and services satisfactorily furnished and completed prior to the effective date of such termination.

25. **SUSPENSION OR STOPPAGE OF WORK.** The Village shall have the authority to suspend work of the Contractor, wholly or in part, for each period or periods as it may deem necessary due to unsuitable weather or such other conditions considered unfavorable for proper performance of the work, or for such time as is necessary to avoid interference with other Village affairs.

The Contractor shall not suspend or stop work which has been ordered by the Village without first obtaining proper authority to do so.

26. **CHANGES IN SCOPE OF WORK.** The Village, without invalidating the Contract, may order written changes in the work consisting of additions, deletions or modifications with the Contract sum and time being adjusted accordingly. All such changes shall be authorized in writing by the Village Project Manager.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the Village from a change in the work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. Such work must be authorized, in writing, by the Village Project Manager prior to starting extra work.

The Village Project Manager shall have authority to order minor changes in the work not involving an adjustment to the Contract sum or extension of time and not inconsistent with the intent of the Contract documents. Such changes shall be effected by a written change order.

27. **INTERPRETATION.** Any questions concerning conditions and specifications shall be directed in writing to the Village Project Manager. No interpretation shall be considered binding unless provided in writing by the Village Project Manager. The execution of this Contract shall be prima facie evidence that the Contractor thoroughly understands the terms of the specification.

The Contractor shall not take advantage of any error or omission in the specifications. The Village shall make such corrections and interpretations as may be deemed necessary and such decision shall be final.

28. **GUARANTEE.** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent. The Contractor guarantees that to the extent that the Contractor knows, or has reason to know, of the purpose for which the items are intended the items are fit for such purpose. The guarantee contained herein shall run to each official user and shall remain in full force and effect for two years after initial delivery to the Village.

29. **DEFECTIVE SUPPLIES/SERVICE.** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.

If the work shall be found to be defective or to have been damaged, before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the Village, without extra compensation even though said defect or injury may have not been due to any act or neglect of the Contractor.

30. **LEGAL REQUIREMENTS.** All materials, equipment, supplies and services shall conform to applicable federal, state, and local laws and regulations.

31. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws relating to discrimination in employment.

32. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the Village, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation, the Contractor will so advise the Village and the Village will decide which law, ordinance, and/or regulation shall be followed.

33. **DAMAGE TO PROPERTY.** The Contractor shall be responsible for any damage to public and private property caused by the Contractor, its agents, employees, or subcontractors in the course of the performance of this Contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner or the Village.

34. **AUTHORITY OF THE VILLAGE PROJECT MANAGER IN DISPUTES.** Any dispute concerning a question of fact arising under the Contract shall be decided by the Village Project Manager who shall notify the Contractor in writing of the Project Manager's determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the Contract signed by the Village and the Contractor. The decision of the Village Project Manager may be appealed to the Village Manager and the Village Board of Managers in accordance with Section 24-41 of the Village Code.

35. **ENFORCEMENT.** If, at any time, the Contractor is in default of any of its obligations under this Contract, the Village shall be entitled to all costs, including reasonable attorneys fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.

36. **INDEMNIFICATION OF THE VILLAGE.** The Contractor shall indemnify and save harmless the Village, its representatives, agents, and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or intentional act or omission, or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors. So much of the monies due or to be become due to the Contractor under the Contract shall be retained by the Village in such amount as may be considered necessary by the Village until such

suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the Village.

37. **NO LIMITATION OF LIABILITY.** The mention of any specific duty or liability of the Contractor in any part of these specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

38. **MISCELLANEOUS PROVISIONS.** Duties and obligations imposed by the Contract documents and the right and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated. The failure of the Village to enforce any provision of this Contract shall not be construed as a waiver or limitation of the Village's right to subsequently enforce and compel strict compliance with every provision of this Contract.

The Contractor shall not be permitted to do any work which will require the services of any Village employee, official, or agent on Village holidays, Saturdays or Sundays unless otherwise authorized by the Village Project Manager.

39. **NOTICES.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for who it was intended if delivered or sent by registered or certified mail to the last address known.

40. **GOVERNING LAW.** This Contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract and further consents to venue in Montgomery County, Maryland.

41. **MODIFICATION.** This Contract may be modified only by written instrument signed by both parties hereto.

42. **ENTIRE CONTRACT.** This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Village and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises, not contained herein.

43. **TIME OF ESSENCE.** The Contractor acknowledges that time is of the essence in providing the services under this Contract.

44. **SEVERABILITY:** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

45. **PROJECT MANAGER.** For the purposes of this contract, the Village Project Manager shall be Michael Younes, Director of Municipal Operations, 5906 Connecticut Avenue, Chevy Chase, Maryland 20815 - (301) 654-7300 or such other person as may be designated by the Village Manager.

IN WITNESS WHEREOF, the Village and the Contractor have executed this Contract under seal as of the date first written above.

CONTRACTOR:

COMPLETE INDUSTRIES, INC. /d.b.a COMPLETE LANDSCAPING SERVICE

By: \_\_\_\_\_(SEAL)  
Mark Laidley, Vice-President

Witness: \_\_\_\_\_  
Either Secretary or Asst. Secretary

Corporate seal must be impressed through name of person signing for corporation.

CHEVY CHASE VILLAGE

By: \_\_\_\_\_(Seal)  
Shana Davis-Cook, Village Manager

Approved as to form and legality

\_\_\_\_\_  
Village Counsel

**Exhibit A**

**Scope of Work**

**1. DEFINITIONS**

The following terms, wherever used throughout this document, shall have the definitions assigned to them below.

- A. Landscape Maintenance Services: services that include, but are not limited to the following: spring clean-up, edging of beds, curbs, and sidewalks, mulch application, shrubs and perennials, mowing, trimming, blowing, trash patrol, weed control in planting beds and paved areas, shrub pruning and shearing (around the Village Hall only), perennial cutback, groundcover trimming and lawn care treatments, pest control surrounding trees and shrubs, and leaf clean-up.
- B. Buffer Area: the unimproved portions of the Belmont Avenue and Grove Street extended rights-of-way located along the southwestern border of the Village including the landscaped area on Belmont Avenue between Park and Oliver Streets and denoted as being subject to this Invitation for Bids on the map attached hereto as Attachment G and marked by green color.
- C. Contract: the contract which the successful bidder will be required to sign following its selection to perform Landscape Maintenance Services, attached hereto as Attachment C.
- D. Contractor: the corporation, partnership, or individual, which enters into a contract with the Village for performance of Landscape Maintenance Services following its selection by the Village as the successful bidder.
- E. Foreman: an employee of the Contractor assigned to schedule, coordinate and oversee all work performed under the Contract.
- F. Manager: the individual employed by the Village responsible for management and operations of the Village government.
- G. Village Project Manager: the individual employed by the Village responsible for the management and oversight for all work performed under the Contract.
- H. Park or Greenspace: any Village park or greenspace denoted as being subject to this Invitation for Bids on the map attached hereto as Attachment G and marked by green color.
- I. Right-of-Way: any land within the borders of Chevy Chase Village which the Village government owns or holds in trust and maintains for the benefit of the public, including any sidewalk or street.
- H. Village: Chevy Chase Village, Chevy Chase, Maryland, an incorporated municipality in Montgomery County, Maryland.

**2. DURATION OF CONTRACT AND RENEWAL**

- A. The initial period to be covered by the Contract shall be from March 1, 2012 through November 30, 2015.
- B. At the end of the contract term, the contract may be extended by the VILLAGE, in its sole discretion, for an additional one (1) year, a total of two times for a maximum extension of two (2) years.
- C. Invoicing under the contract shall consist of eight (8) equal monthly invoices billed to the Village during the growing season only, which is defined as being between April and November.

**3. REQUIRED EMPLOYEE INFORMATION**

- A. Within ten (10) days following the execution of the Contract, the Contractor shall deliver to the Village Project Manager a list of all employees who may be assigned to perform work under the Contract, including certification that all personnel are authorized to legally work in the United States. The Contractor shall update this list as necessary during the entire term of the Contract so that the Village Project Manager has at all times a current list of any employees performing work under the Contract in the Village.

The Contractor shall not assign any minors or illegal aliens for the performance of work under the Contract.

- B. Within ten (10) days following the execution of the Contract, the Contractor shall appoint a Foreman who shall schedule, coordinate and oversee all work performed under the Contract.

Any person designated as the Foreman shall reside in such proximity to the Village so that the Foreman may have reasonably prompt access to the Village and shall be able to maintain regular communication with the Village Project Manager and any crew(s) performing work within the Village.

The Foreman shall be fully knowledgeable and experienced in the type of work that will be performed under the Contract. The Village Project Manager shall be informed with seven (7) days of the Foreman's identity, and of any changes in such identity occurring during the duration of the Contract.

**4. GENERAL CONTRACT TERMS**

- A. The successful bidder shall be required to enter into a two-party standard form of agreement in the form attached hereto as Attachment C. Rates for services provided under the Contract shall be at the rates submitted in the Contractor's Bid

Sheet form attached hereto as Attachment D and accepted by the Village. Such Bid Sheet shall be incorporated into and made a part of the Contract.

- B. The Contractor will be required to provide the Village with Landscape Maintenance Services on public space within the Village, including in Parks and Greenspaces, and the Buffer Area, identified in Attachment G and in all Rights-of-Way located within Village limits. Note: Where it is apparent to the Contractor that a Village resident whose property directly abuts a Right-of-Way is maintaining the landscaping therein, the Contractor will be required to NOT perform any Landscape Maintenance Services in such area.
- C. The Contractor shall be required to furnish any necessary supervision, crew(s), equipment, materials and supplies required for the efficient and safe execution of Landscape Maintenance Services ordered pursuant to the Contract. The Contractor shall, at all times while performing work within the Village under the Contract, have at least one (1) English-speaking Foreman present to oversee any services provided.
- D. Trained and experienced personnel shall perform all work in a neat and workmanlike manner in strict accordance with the federal Occupational Safety and Health Act (OSHA) and the Maryland Occupational Safety and Health Act (MOSHA) regulations.
- E. The Contract is not exclusive. The Manager reserves the right to engage other contractors at any time the Manager determines, in his/her sole discretion, that it is in the best interest of the Village to do so.
- F. The Contractor shall, when requested by the Manager or Village Project Manager, provide its best estimate of the labor, equipment and material costs necessary to complete a specific job outside the scope of work identified below.
- G. Work Schedule:
  - a. The Contractor shall visit the site with a crew to perform Landscape Maintenance Services weekly during the growing season (April – November). This schedule shall be followed, regardless of the mowing schedule. Spring clean-up will require one site visit in March as stipulated in section 5, A below. Fall clean-up may require more than 2 sites visits in December.
  - b. Hours of operation with the Village shall be between 8 a.m. – 5 p.m. weekdays. The Contractor shall schedule work in the Village for Thursday and/or Friday each week.
  - c. No work is permitted on weekends.

d. See Attachment H for the required work schedule.

H. Prior to the commencement of work under the Contract each mowing season the Contractor must complete a full walk-thru of the required scope of work with the Village Project Manager and a representative of the Village's Parks and Greenspaces Committee. The walk-thru shall include but is not limited to site visits at each park and greenspace and selected right-of-way areas. The walk-thru shall be incidental to the submitted bid rates.

5. **LANDSCAPE MAINTENANCE SERVICES –  
SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

A. **Spring Clean-up:** During the spring months, one general landscape clean-up must occur. This service shall include the following:

- i. Removal of landscape debris that has accumulated over any winter months.
- ii. Edging of all beds and tree wells at a right angle to a depth measuring between one inch (1") and two inches (2"). All tree rings shall be concentric and all bed lines maintained as smooth and continuous lines. Application of a pre-emergent weed control to all mulched area and groundcover beds. The Contractor shall submit the manufacturer's label and MSDS to the Village and the Contractor shall follow all label directions. Certain groundcover or perennial plantings may not receive pre-emergent herbicides in order not to damage the material.
- iii. Placement of fresh mulch to the specifications as stipulated in section 5, C below.
- iv. The spring clean-up and related activities shall be conducted between March 1 and March 31.

B. **Edging:**

- i. Edging of all sidewalks, curbs, other paved areas and planting beds shall be performed once per scheduled mowing during the growing season. Debris from edging operations shall be removed and the areas swept or blown clean. A string trimmer or a steel blade edger shall be used to edge. Debris from edging shall not be piled on the top of root balls of trees and shrubs or in planting beds.
- ii. During spring mulching all beds shall be edged 3" deep with a steel spade.

C. **Mulching:**

- i. All planting beds and tree rings shall be prepared and mulched, with

double shredded hardwood mulch aged and dark in color, between March 1 and March 31 as part of the Spring Clean-up.

- ii. Any mulch existing from previous years that exceeds two (2) inches deep shall be removed before new mulch is applied. Mulch must be kept at least two (2) inches from the base of tree trunks and crowns of all shrubs. Up to two inches (2") of new mulch shall be added, with a goal of maintaining no more than three inches (3") of organic material in these areas.
- iii. All planting beds and tree rings shall be defined and edged at a right angle at a depth of three inches. Edging debris shall be removed and properly disposed of off-site by the Contractor. Debris shall not be placed in the planting beds, tree rings or disposed in refuse receptacles. All tree rings shall be evenly concentric around the tree and all bed edges shall be maintained as a smooth and continuous line.
- iv. Between July 1 and July 31, mulch shall be lightly raked and loosened to freshen it and break up any water impermeable layers. Light top dress applications of mulch shall be applied periodically in order to maintain a consistent three-inch layer of mulch in all planting beds and tree rings.

**D. Mowing:**

- i. Mowing shall be done frequently enough so that no more than 1/3 of the green leaf area is removed at any one time. Mowing should be done every seven (7) – ten (10) days depending on weather conditions. Exceptions shall be made by the Manager or the Village Project Manager in the event of persistent inclement weather which renders mowing impracticable or unnecessary.
- ii. Unless otherwise indicated elsewhere in the contract documents, turf shall not exceed 5.5 inches in height at any time and shall not be mowed to less than 3.5 inches in height. All trash and debris shall be removed from lawn areas before mowing.
- iii. Mowing equipment shall be well maintained and cutting blades shall be sharpened after every other mowing.
- iv. Mowing patterns shall be established and changed on a regular basis so as to present an aesthetically pleasing appearance reasonably acceptable to the Village Project Manager.

- v. Lawnmowers shall not be used close to the stems or trunks of shrubs and trees. Any plants damaged by mowing shall be replaced with a specimen of equal size at no cost to the Village.
- vi. Mowing shall be done in such a way that clippings are not blown into shrubs, planting beds or tree rings. Clippings blown into shrubs, planting beds or tree rings shall be removed and properly disposed of immediately after mowing.
- vii. Clumps of grass or any visible clippings on lawn areas shall be removed.
- viii. After mowing, all clippings and debris shall be immediately cleaned off of paved areas, vehicles, structures, and equipment and lighting systems.
- ix. Any damages caused by mowing to any private or public property, structures, plants, irrigation systems, tree stakes or guying shall be repaired or replaced by the Contractor at no cost to the Village. Any damaged plants shall be replaced with specimens of the same size. Girdling the base of a tree with lawnmowers is detrimental to the tree and shall be considered grounds for requesting the replacement of that tree.

**E. Trimming:**

- i. All areas around structures or trees shall be trimmed to mowing height each time the turf is mowed. String trimmers shall not be used around the stems or trunks of trees and shrubs.
- ii. After trimming, all clippings and debris shall be immediately cleaned off of paved areas, vehicles, structures, equipment and lighting systems.
- iii. Any damages caused by trimming to any private or public property, structures, plants, irrigation systems, and tree stakes or guying shall be repaired or replaced by the Contractor at no cost to the Village.
- iv. Grass clipping shall be kept out of beds and tree saucers.

**F. Weed Control in Paved Areas:**

- i. Weeds in paved areas should be monitor on a continuous basis while the Contractor is performing its weekly landscape maintenance services.

- ii. Herbicides for turf shall not be used unless requested in writing by the Village Project Manager. Pre-emergent herbicides or post-emergent herbicides shall be used as necessary to control weeds in turf. The Contractor shall submit the manufacturer's label and MSDS to the Village. Herbicides shall be applied in accordance with the manufacturer's label.
- iii. Spraying shall not be performed when the vegetation is wet, when it appears that rain is imminent within six (6) hours, or when the wind is blowing enough to scatter paper or trash.

**G. Shrub Pruning and Shearing:**

- i. Shrubbery, which requires shearing to maintain a formal appearance, shall be sheared no more than four (4) times per year. Informal shrubbery shall be hand pruned up to three (3) times per year. Flowering shrubs shall be pruned after blooming. **Boxwoods are NOT to be pruned or sheared.**
- ii. Massed shrubs shall be pruned to maintain a neat appearance, improve sight distance, remove dead wood and/or improve plant condition. Woody plants that are massed in beds and not pruned into a hedge shall not be sheared unless directed by the Village Project Manager. Instead they shall be hand-pruned. Only cuts above the nodes are allowed. All cuts shall be hidden within the shrub mass.
- iii. Hedges shall be pruned by hand two to three times between May 1 and August 30 to maintain a neat and trim appearance, improve sight distance, and/or improve plant condition.
- iv. This section applies to areas directly around the Village Hall only.

**H. Perennial Cut Back:** Perennials shall be cut back no less than once during the early spring season, unless otherwise requested by the Village Project Manager, and cut back and pruned periodically thereafter as necessary to maintain an aesthetically pleasing appearance reasonably acceptable to the Village Project Manager.

**I. Groundcover Trimming:** Groundcovers shall be pruned no less than three (3) times per year in order to contain any groundcovers within their borders. Standard pruning practices shall be observed. Any resulting debris shall be removed.

**J. Weed Control in Beds:**

- i. Beds and tree saucers shall be weeded on a continuous basis throughout the growing season to maintain an aesthetically pleasing appearance reasonably acceptable to the Village Project Manager.
- ii. Weed control shall be performed through the use of pre-emergent and post-emergent herbicides as well as hand weeding.
- iii. Any post-emergent herbicides approved by the Village Project Manager shall be applied on an as needed basis.
- iv. Pesticides shall be applied in accordance with the manufacturer's recommendations. The Contractor shall submit the manufacturer's label and MSDS to the Village. Spraying shall not be performed when the vegetation is wet, when it appears that rain is imminent within six (6) hours, or when the wind is blowing enough to scatter paper or trash.

**K. Removal of Dead or Dying Plants:**

- i. Contractor shall report any diseased, dying, or dead shrubs, groundcover, and perennials, and the same shall be removed upon approval by the Manager or Village Project Manager. The Contractor shall properly dispose of all associated debris off-site.
- ii. The Contractor shall be responsible for damage to any plant materials in the areas defined in the Contract. The Contractor shall replace, at no cost to the Village, any damaged, declining, or dead plants, if caused by factors within the Contractor's control. The replacement plant shall match existing plant type and size.

**L. Lawn Care Treatments:** A pre-emergent weed control must be applied two (2) times in the spring/late spring to help prevent the growth of crabgrass and other selected weedy annual grasses. Post-emergent weed controls must be applied during the spring/late spring season and again in the fall to control existing broadleaf weed.

**M. Pest Control – Shrubs:** The on-site Foreman shall perform turf insect and disease inspections on a routine basis. Following the completion of such inspections, the Foreman shall inform the Village Project Manager of any further action required to maintain pristine conditions. Should pesticide applications be necessary such applications must adhere to the below standards:

- i. The application of all pesticides shall adhere to all federal, state and local laws and regulations. Pesticides shall be applied according to the

methods, rates and precautions described on the manufacturer's label. In addition, spraying shall not be performed when vegetation is wet, when the wind is blowing enough to scatter paper trash, or when human activity is not at a minimum.

- ii. Any person applying pesticides on site must have a valid Maryland Commercial Pesticide Applicator Certificate/License appropriate for the product being applied.
  - iii. Individual pesticide applicators are solely responsible for properly storing and securing the pesticides they apply. Material safety data sheets (MSDS) and product label information shall be submitted to the Village Project Manager prior to pesticide applications.
  - iv. The Contractor shall notify the Village Project Manager of any pest (including weeds) problems in the landscape areas.
- N. **Fall Clean-up:** Weather permitting, fallen leaves shall be removed from all Parks and Greenspaces within the Village and Buffer Area twice during the fall season at a time specified by the Manager or the Village Project Manager.
- O. **Top Soil:** The Contractor shall be available to provide top soil to the Village for the Village's use at the request of the Manager or the Village Project Manager. Top soil shall be available to be ordered on a per cubic yard basis at a minimum of 3 cubic yards.
- P. **Mulch:** The Contractor shall be available to provide mulch to the Village for the Village's use at the request of the Manager or the Village Project Manager. Mulch shall be available to be ordered on a per cubic yard basis at a minimum of 3 cubic yards.

## 6. **REPORTING**

- A. The Contractor shall check into the Village Office upon arrival in the Village to perform Landscape Maintenance Services.
- B. The Contractor shall check out in the Village Office upon completion of work in the Village.
- C. The Contractor shall provide a written report at the end of each month. The report shall include the dates and hours worked on each day of service in the Village. The report will either be provided as a hard copy to the Village Office or via e-mail to a Village Project Manager.

**7. SERVICES TO VILLAGE RESIDENTS**

- A. The right of Village residents to quiet enjoyment of their homes shall be a priority under the Contract.
- B. In no event shall any special accommodation be made for compensation from a resident or other party to the Contractor or the Contractor's employees. Any such requests are to be reported directly and promptly to the Village Project Manager.

**8. PERFORMANCE ONLY BY CONTRACTOR**

- A. Any contract awarded pursuant to this Invitation for Bids is based on the Contractor's particular qualifications and experience, and any representations the Contractor made as part of the Contractor's proposal. A contract may not be assigned or any work to be performed subcontracted to any other party without prior written approval of the Manager.
- B. The Contractor agrees that not less than ninety percent (90%) of any ordered services will be performed by its own employees using its own equipment, supplies and materials.

**Exhibit B**

**Bid Sheet**

Monthly Invoice Cost for Landscape Maintenance Services (as described in Attachment B entitled Technical Specifications)

Parks and Greenspaces	<u>\$1165.<sup>20</sup></u> per month
Rights-of-Way	<u>\$1845.<sup>04</sup></u> per month
Buffer	<u>\$932.<sup>17</sup></u> per month

Unit Cost:

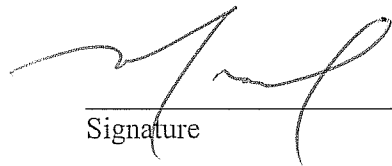
Top Soil (as described in Attachment B entitled Technical Specifications)

\$28.<sup>00</sup> per cu. yd.

Mulch (as described in Attachment B entitled Technical Specifications)

\$24.<sup>00</sup> per cu. yd.

Michael Molster  
Printed Name

  
Signature

Director of Business Development  
Title

Complete Industries  
Company

2410 N. Crain Highway  
Address

(301) 218-1800 (240) 286-9229  
Phone

Bowie, MD, 20717  
City, State, Zip

(301) 390-5478  
Fax

**Exhibit C**

State of Maryland Sales Tax Exemption Certificate

**State of Maryland Comptroller of the Treasury  
Sales and Use Tax Exemption Certificate**

Account Number

30042148

Expiration Date  
Governmental  
No Expiration Date

Name

CHEVY CHASE VILLAGE  
5906 CONNECTICUT AVENUE  
CHEVY CHASE, MARYLAND 20815

