



Charlottesville Albemarle Airport Authority  
Charlottesville, Virginia  
Invitation for Bids  
Grounds Maintenance & Landscaping Services  
June 12, 2015

**Addendum No. One (1)**

This Addendum is issued in response to the comments received regarding the Authority's above referenced Invitation for Bids (IFB).

Revised Schedule:

Bids due: **June 24, 2015 by 2:00 p.m.**

1. As part of the fair information act, is it possible to get the amount you all have paid for this service in the past?  
**Response: The original scope of work solicited in the 2010 Grounds Maintenance RFP did not include areas that were subsequently added to accommodate the airport's needs. The current cost including all areas indicated on Exhibit 1 of the IFB is approximately \$1868 per mowing.**
2. Is the deadline for submitting bids firm?  
**Response: See revised schedule above.**
3. Are there any E-Verify requirements as part of this IFB?  
**Response: There are no E-Verify requirements as part of this IFB.**
4. Can you please provide a copy of the contract for our legal review asap?  
**Response: A copy of the draft contract is attached as Attachment 1.**

**Attachment 1**

**CHARLOTTESVILLE ALBEMARLE AIRPORT AUTHORITY  
CONTRACT FOR SERVICES:  
LANDSCAPE MAINTENANCE**

**THIS AGREEMENT** ("Agreement") is made as of the \_\_\_\_ day of July 2015, between the **CHARLOTTESVILLE ALBEMARLE AIRPORT AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("Authority"), and \_\_\_\_\_ formed in accordance with the laws of the Commonwealth of Virginia (hereinafter, "Contractor").

**RECITALS:**

**WHEREAS**, in May 2015 the Authority issued an Invitation for Bid (IFB) seeking services (hereinafter, the "Services") from interested parties competent to provide grounds maintenance and landscaping services ("Services") at the Charlottesville- Albemarle Airport ("Airport"); and

**WHEREAS**, the Contractor issued a bid in response to the IFB ("Proposal"); and

**WHEREAS**, the Authority has determined the contractor to be fully qualified to provide the Services and that Contractor has submitted the best proposal; and

**WHEREAS**, the Authority's engagement of the Contractor is based upon the Contractor's representations to the Authority that it is (i) an organization experienced in the type of services the Authority is engaging the contractor to perform; (ii) to the extent required by law, the Contractor is authorized and licensed to do business within the Commonwealth of Virginia and the county of Albemarle, Virginia, where the Program is located; (iii) is qualified, willing and able to perform the Services necessary for the Program; and (iv) has the expertise and ability to provide quality services which will meet the Authority's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Services and Airport Property that are the subject of the contract;

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual benefits and premises set forth herein, the parties do hereby set forth their agreement as follows:

**1. Scope of Services**

The Contractor shall provide grounds maintenance and landscaping services ("Services") to the Authority, in return for the fee(s) specified herein below. A detailed description of

the Services is attached and incorporated herein by reference as Attachment 1 of the IFB. The Grounds Maintenance and Landscaping Services IFB is included as Exhibit 1 of this contract document.

## **2. Contract Term**

The Term of this contract shall be for a period of one year, commencing on July 1, 2015 ("Commencement Date") and expiring automatically on June 30, 2016 ("Expiration Date"). The Authority reserves the right to renew this agreement for up to four (4) additional one (1) year terms, without written instrument thereof, if so desired and if agreed upon by Contractor. The Authority retains the option to review performance, and proposed pricing for up to four (4) one (1) year periods, and elect to renew or terminate at its discretion.

## **3. Contract Pricing**

- a) In return for its performance of this contract in accordance with the terms and conditions herein stated, the Contractor shall be compensated as set forth within Attachment 3 of the IFB (see Exhibit 1).
- b) Once per calendar month, contractor shall submit at a minimum, two (2) invoices, one (1) for terminal services and one (1) for the rental car service facility (QTA) to the Authority for payment, or some other billing statement in a form acceptable to the Authority in its sole discretion. Each invoice shall contain the Owner's contract identification, bear the signature of the Contractor and shall have attached to it such documentation as may be required by the Authority. Contractor shall provide the Authority with a Social Security number or Federal Employer Identification number(s), on or before commencement of performance of any Services under this Agreement. The Authority shall not be required to make any payment to the Contractor until such number has been received.
- c) The Authority shall promptly pay for the completed services detailed on the invoice, unless the Authority notifies the Contractor of a defect or impropriety in the Services rendered which would prevent payment of the invoice. Payment of the Contractor's invoice shall be due and owing within thirty (30) days after receipt by the Authority. Interest shall accrue at the rate of one percent (1%) per month, on any amounts which remain unpaid for thirty (30) days following the date a payment is due. No interest shall accrue when payment is delayed due to a dispute between the Authority and the Contractor as to the accuracy or completeness of any invoice or other request for payment received. This exception to the accrual of interest shall apply only to that portion of delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement.

#### **4. Termination**

- a) The Authority may at any time give written notice to the Contractor termination this Agreement or suspending the Program, in whole or in part, for the Authority's convenience and best interests. The notice shall specify the effective date of the termination and shall be given at least 30 calendar days prior to such effective date.
- b) If the Contractor defaults by failing to substantially perform its obligations in accordance with the terms and conditions of this Agreement, then the Authority may give written notice to the Contractor: (i) terminating this Agreement effective ten (10) calendar days from the date of the notice, or (ii) setting forth the nature of the default and requesting the Contractor to initiate cure within ten (10) calendar days from the date of notice. Once given the option to cure a default, if at any time thereafter the Contractor fails to initiate and continue such cure until complete the Authority may give notice to the contractor of immediate termination. If the Agreement is terminated for the Contractor's default, the Authority may, at its option, arrange for completion of the Services (by contract or otherwise), and the contractor shall be liable to the Authority for any additional cost incurred by the Authority to obtain such completion. If the Authority terminates this Agreement pursuant to this paragraph, and it is subsequently determined by a court of competent jurisdiction that the Contractor was not in default, then in such event the termination shall be deemed a termination for the Authority's convenience.
- c) In the event of a termination of this Agreement, the Contractor's compensation shall be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination or suspension date as well as reasonable costs associated with the termination or suspension. No compensation shall be made to the Contractor for anticipated profit on unperformed services. If the Agreement is terminated due to the Contractor's default, then Contractor's compensation shall be reduced by all costs and damages incurred by the Authority as a result of the Contractor's default.
- d) Upon any termination or upon expiration of this Agreement the contractor shall immediately deliver to the Authority all work product accumulated in performing this Agreement, whether completed or in progress.

5. **Dispute Resolution** In case of any dispute, claim, question, or disagreement arising from or relating to performance of this Agreement, or a breach of this Agreement, the parties shall initially attempt resolution through mutual discussion. If the parties to this Agreement cannot resolve any dispute, claim, question, or disagreement through mutual discussion, then as a condition

precedent to litigation the parties shall in good faith participate in private, non-binding facilitative mediation. All parties to mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated. The parties shall not be required to mediate for a period longer than ninety (90) calendar days, unless otherwise agreed in writing. The parties shall share equally any administrative costs and fees of such proceedings but shall each be responsible for expenses (e.g., attorneys' fees) otherwise incurred. In the event that a statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute, upon the condition that such party immediately seek a stay of such litigation pending the conclusion of the mediation period. During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competition (in the jurisdiction and venue specified in paragraph B of this section above) until the mediation period expires or the dispute is otherwise resolved.

## **6. Contract Persons; Notices**

- a) The Authority's designated representative to receive all notices, communications, claims and correspondence pertaining to or required by this Agreement is Stirling Williams. All communications, claims and correspondence shall be sent to the Authority's representative at the following address: 100 Bowen Loop Suite 200, Charlottesville, VA 22911. Whenever this Agreement specifies that a notice will be provided to the Authority, such notice shall be effective when sent to the Authority's designated representative identified above. For less formal, day-to-day communications, the Authority's representative may also be contacted by telephone (434-973-8342) or by electronic mail: [swilliams@gocho.com](mailto:swilliams@gocho.com).
- b) Contractor's designated representative to receive all notices, communications, claims and correspondence pertaining to or required by this Agreement is \_\_\_\_\_ at the following address: \_\_\_\_\_. All notices, communications, claims and correspondence shall be sent to the Contractor's representative at the address specified above. Whenever this Agreement specifies that a notice will be provided to the contractor, such notice shall be effective when sent to the Contractor's designated representative identified above. For less formal, day-to-day communications, the Contractor's representative may also be contacted by telephone (\_\_\_\_\_).
- c) Written notices required by this Contract shall be considered duly given if the original is: (i) hand-delivered; (ii) delivered by facsimile; or (iii) sent by U.S. Mail, postage prepaid. All notices shall be given to the person(s) and address(es) set forth above. Notices hand delivered or delivered by facsimile shall be deemed given as of the next business day following the date of sending. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting. Notices sent by



Federal Express, United Parcel Service, or other similar services shall be considered hand deliveries.

**7. Insurance and Indemnification.**

- a) The Contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the Commonwealth of Virginia, insurance policies containing the following types of coverage's and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of Services under this contract by the contractor or by anyone directly or indirectly employed by the contractor, or by anyone for whose acts the Contractor may be liable.
  - i. Worker's Compensation coverage, as required by the Commonwealth of Virginia.
  - ii. Commercial General Liability, which names the Authority, its officers, officials and employees as additional insured, and which includes coverage premises/operations, product/completed operations, contractual liability, property damage and personal injury, with per-occurrence limits of not less than \$1,000,000.
  - iii. Commercial Comprehensive Automobile Liability, which names the Authority, its officers, officials and employees as additional insured, and which includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles, with limits of not less than \$1,000,000 per accident for bodily injury and property damage, or \$2,000,000 combined single limit.
- b) Prior to performance of Services under this contract, the Contractor shall (i) have all required insurance coverage in effect; and (ii) deliver to the Authority certificates of insurance demonstrating compliance of such insurance coverage with the requirements of this contract. The Contractor shall require that any subcontractors have similar coverage in effect, and prior to the performance of any Services by Contractor's subcontractors, if any, the contractor shall ensure that all required insurance coverage's are in effect. The Authority shall have no responsibility to verify compliance of the subcontractors; however, upon request of the Authority, the contractor shall deliver to the Authority certificates of insurance and/or copies of policies for all required insurance coverage for requested subcontractors.
- c) Compliance with insurance requirements shall not relieve the Contractor of any responsibility to indemnify the Authority for any liability to the Authority, and the Authority shall be entitled to pursue any remedy in law or equity of the contractor fails to comply with the provisions of this contract. Indemnity obligations specified herein shall not be negated or reduced by virtue of any insurance carrier's denial of herein shall not be negated or reduced by virtue of any insurance carrier's denial of insurance

coverage for the occurrence of event which is the subject matter of the claim, or any insurance carrier's refusal to defend any named insured.

- d) Contractor hereby releases and discharges the Authority, its officers, officials and employees of and from all liability to the Contractor and to anyone claiming by, through or under the Contractor, by subrogation or otherwise, on account of any loss or damage to tools machinery, equipment or other property, however caused.
- e) To the fullest extent permitted by law the Contractor shall secure, defend, protect, hold harmless and indemnify the Authority, its officers, officials and employees from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses and other consultants) arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use) which may be imposed upon, incurred by or asserted against the Authority, its officers, officials and employees, arising out of or resulting from the Contractor's Services, including without limitation any breach of contract or negligent act or omission of the Contractor, the Contractor's subcontractors or suppliers, if any, or of the agents, employees or servants of the Contractor, its subcontractors or suppliers, if any.
- f) To the fullest extent permitted by law the Contractor, for itself and for its subcontractors and suppliers, and the respective agents, employees and servants of each, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under Virginia's Workers Compensation Act, to the extent such statutory or case law would otherwise limit the amount recoverable by the Authority, its officers, officials and employees pursuant to the indemnification provision contained in the paragraph above.

## **8. Damages**

- a) The Contractor shall, at its expense, promptly correct, repair or replace all goods, products, materials, systems plants, labor and services which do not comply with the requirements of this contract, or any applicable warranty or guarantee.
- b) The Contractor shall promptly reimburse the Authority for any expenses or damages incurred by the Authority as a result of the Contractor's failure to substantially perform in accordance with the terms of this contract and/or as a result of the acts or omissions of the Contractor, its subcontractors and suppliers and the respective agents, employees and servants of each.

- c) The parties shall not be entitled to, and each hereby waives any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect or consequential damages.

## 9. Miscellaneous

- a) **Independent Contractor.** Contractor is an independent Contractor, and neither it nor its employees or agents shall be deemed employees or agents of the Authority by virtue of any services performed pursuant to this Agreement or the contractual relationship established hereby. Contractor shall have sole responsibility for their staff in the performance of Services under this Agreement, including their work, personal conduct, directions and compensation.
- b) **Modification.** This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Agreement. Notwithstanding the foregoing, this Agreement may not be modified to such an extent that the Professional Fee fixed herein above would be increased by more than twenty-five percent (25%), unless with the advance approval of the Authority's Executive Director. Under no circumstances may the amount of this Agreement be increased, for any purpose, without adequate consideration.
- c) **Severability.** In the event that any term, provision or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.
- d) **Interpretation of Provisions.** In the event of any conflict, discrepancy or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' agreement.
- e) **Headings.** Section, article and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any term, condition or provision of this Agreement.



- f) **No Waiver of Rights.** No failure on the part of the Authority to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the Authority of any default or failure to perform by Contractor shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any part of this Agreement by the Authority of any rights hereunder, including, without limitation, the Authority's right to terminate this Agreement.
- g) **No Assignments.** Contractor shall have no right to assign, in any manner or fashion, any of the rights, privilege or interests accruing to it under this Agreement, or any obligations hereunder, to any other individual or entity, without the prior written consent of the Authority. In the event of an assignment Contractor shall remain fully liable for the performance of all obligations imposed by this Agreement unless otherwise specifically agreed, in writing, by the Authority.
- h) **Binding Effect of Agreement** The terms, provisions and conditions of this Agreement shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Agreement) their assigns.
- i) **Entire Agreement.** This Agreement, together with any exhibits, schedules or attachments referenced herein, represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein.

**IN WITNESS WHEREOF**, the parties do hereby set forth their signatures, representing that the individuals who affix their signatures hereto have been duly authorized to bind each party to the terms and conditions of the foregoing Agreement.

By: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Title: \_\_\_\_\_

**CHARLOTTESVILLE ALBEMARLE AIRPORT AUTHORITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibits (1)

**Grounds Maintenance and Landscaping Services IFB**