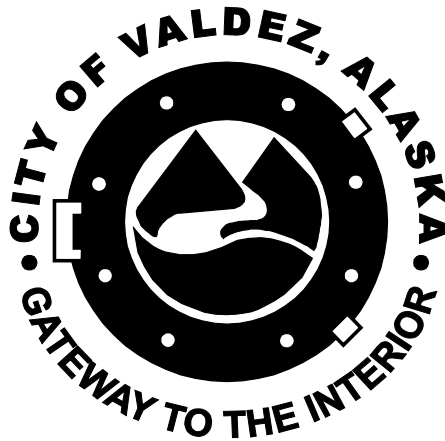


City of Valdez

CONTRACT DOCUMENTS

Flower Planting and Care

Contract Number: 1275



Prepared By:

City of Valdez
P. O. Box 307
Valdez, AK 99686

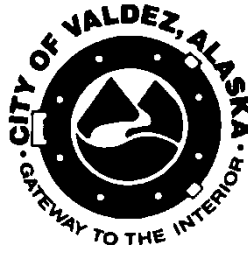
Contract Manager: Marcie Robertson

Valdez Parks and Recreation Department
P.O. Box 307
Valdez, AK 99686
(907) 835-2531

**City of Valdez
CONTRACT DOCUMENTS**

**Flower Planting and Care
Contract Number: 1275
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**City of Valdez
INVITATION TO BID**

**Flower Planting and Care
Contract Number: 1275**

This Project includes, but is not necessarily limited to:

Furnishing all labor, materials (excluding those specified within the bid package as being supplied by the City), information and equipment necessary to provide for the planting and maintenance of plants and flowers at designated locations throughout the City of Valdez.

Sealed bids will be accepted until 2:00 p.m. local time on Wednesday, March 15, 2017, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P.O. Box 307, Valdez, Alaska, 99686. The bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P.O. Box 307, Valdez, Alaska, 99686 on Wednesday, March 8, 2017, at 2:00 p.m.

Bid documents may be reviewed, and are available at the Valdez Parks and Recreation Office, City Hall, on the internet at www.ci.valdez.ak.us or by calling (907) 835-2531.

Bid security in the amount of 5% of the total bid is required.

The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids.

Requirements of the Alaska Employment Preference Act (AS 36.10) must be met.

The City of Valdez "Standard Specifications and Standard Details" shall be used. These standards are available on line at (City of Valdez, current contracts out to bid) or from the City Engineer's Office.

City of Valdez
INSTRUCTIONS TO BIDDERS

Flower Planting and Care
Contract Number: 1275

CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help ensure a responsive bid:

1. Bid Form
 - a. The Bid Form has been executed and signed.
 - b. Addenda are acknowledged.
2. Bid Bond
 - a. Not Applicable.
3. Alaska Business License
 - a. A copy of current Alaska Business License must be included with the bid.
4. Alaska Contractor Certificate of Registration
 - a. A copy of current Alaska Contractor License of Registration in the bidders name must be included with the bid (or proof of pending application). Valid Contractor Certificate must be obtained prior to start of contract.
5. Bidder's Experience Questionnaire (Please list all experience applicable to contract).

NOTES:

1. A Bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.
2. Any certified checks may be held uncollected at the risk of bidders submitting them.

1. GENERAL

Bidders are requested to study and follow these instructions about the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please take notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be considered.

2. EXPLANATION TO BIDDERS

Any explanation desired by Bidders regarding the meaning or interpretation of the specifications must be requested in writing. There needs to be sufficient time allowed for a reply to reach all the bidders before the submission of their bids. Oral explanation or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders, and its receipt by the Bidder shall be acknowledged on the bid form.

3. CONDITIONS AT SITE OF WORK

Bidders are encouraged to visit the various sites to ascertain pertinent local conditions such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work performed thereon.

4. ADDENDA REQUIREMENTS

The bid documents provide for individual acknowledgment of all addenda to the specifications on the Bid Form. All addenda shall be acknowledged on the Bid Form prior to reading or acceptance of bid. If no addenda are received by the bidder the word "None" shall be shown as specified.

Every effort will be made to ensure that bidders receive all addenda when issued. Addenda will be sent to the latest known address of the individual or company requesting bid documents.

5. SUBMISSION OF BIDS

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation for Bids no later than the scheduled time of bid opening. Any bid, amendment, or withdrawal that has not been actually received by the person opening bids prior to the time of the scheduled bid opening will not be considered. The bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

BIDS MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

**BIDS FOR CITY OF VALDEZ
FLOWER PLANTING AND CARE
CONTRACT NO. 1275**

**CITY OF VALDEZ
P. O. BOX 307
VALDEZ, AK 99686**

DATE OF BID OPENING: Wednesday, March 15, 2017

6. PREPARATION OF BIDS

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

The Bid Form will provide for quotation or price for all items. Bidders must quote on all items. Failure to do so may result in disqualification.

Alternative bids will not be accepted unless requested.

Unless specifically called for, facsimile bids will not be considered. Modification by facsimile of bids already submitted will be considered if received before the bid opening time in the Invitation for Bids. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. Facsimile modifications shall not reveal the total amount of the original or revised bid. Facsimile number to use is (907) 835-2472.

7. REQUIRED DOCUMENTS FOR BID

The following listed documents are to be completed and submitted at the time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- a. Bid Form with addenda acknowledged
- b. Copy of current Alaska Business License
- d. Bid Security
- e. Bidder's Experience Questionnaire
- f. Bidder's Equipment Questionnaire

8. REQUIRED DOCUMENTS FOR AWARD OF CONTRACT

The following documents must be executed prior to award of the contract and the initiation of work. Contractors are urged to expedite the completion of these documents. This will allow the contract award and notice to proceed to be issued expeditiously. These documents must be submitted within ten (10) working days after the date of notice of intent to award.

- a. Certificate of Insurance (naming City of Valdez as an "Additional Insured")
- b. If a corporation, Proof of Current Registration
- c. Noncollusion Affidavit
- d. Agreement
- e. City of Valdez Business Registration
- f. Executed W-9 Form

9. BONDING REQUIREMENTS

Bid security is required as follows:

Certified check must accompany each bid, or bid bond prepared on the attached bid bond form.

The bid bond must be executed by the bidder as principal and be executed by a surety company authorized to transact business in the State of Alaska. The Surety Company must be approved by the Owner. The bid bond shall be issued for 5% of the bid amount. This bid amount shall be based on the total cost of performing each activity **for the five (5) years of the Contract**. This Bond *does not* include the Additive Alternative bid.

Such certified checks or bid bonds will be returned to all except the three lowest bidders. The remaining certified checks or bid bonds will be returned, after the Owner and the accepted bidder have executed the Contract. Failure of the owner to return the bonds in a timely manner will create no liability on the part of owner. The Contractor can request the bond returned if the city does not return them in a timely manner. If no award has been made within sixty (60) days after the bid opening, all bidders except the one who has received the notice of intent to award may request the return of their cash, checks or bid bonds.

Failure or neglect of the successful bidder to execute and deliver the Contract within ten (10) working days after the date of notice of intent to award may result in a forfeiture of the bid security and award of the contract to another bidder.

10. BIDDER QUALIFICATIONS

Bidder must have a minimum of ten (10) years experience in planting and maintaining large volumes (more than 2000) of flowering plants in Alaska. This project consists of using nursery raised flowers and shrubs for the planting and maintenance of designated pots, beds, and borders.

If Bidder is a corporation or other form of business partnership, Bidder must guarantee that the actual on-site supervisor or foreman will possess the above qualifications.

Bidder must submit a Statement of Qualifications. The Statement of Qualifications should include all the following information:

- a. Company experience with similar projects.
- b. References (provide a minimum of three related to work outlined in bid document).
- c. Resumes or Statement of Qualifications for individuals the Bidder might assign as field leads, supervisors and/or project manager for this project.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time fixed for bid opening. Error on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

If any one party, by or in the name of his or their agent, partner or other person offers more than one bid, all such bids will be rejected. A party who has quoted prices to a bidder is not disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

13. REJECTION OF BIDS

The Owner reserves the right to reject any and all bids: when such rejection is in the interest of the Owner; to reject the bid of a bidder who has previously failed to perform properly or to complete on time; and to reject the bid of a bidder who is not, in the opinion of the Owner, in a position to perform the contract; or to waive any irregularities or informalities in a bid.

14. HIRING OF LOCAL LABOR

The Owner encourages that every Contractor and Subcontractor, employ to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

This Contract incorporates the provisions of the Alaska Employment Preference Act (AS 36.10). Bidders should acquaint themselves with this Act. If there is any question on the Act or how it applies to this contract, contact the Department of Labor.

15. LOCAL BIDDER PREFERENCE

Please note that the Valdez City Code provides for a local bidder preference as follows:

2.80.060 Competitive procurement procedure.

- A. Before the procurement of, or contract for, supplies, materials, equipment or contractual services in an amount of forty thousand dollars or less is made, except as otherwise provided in this chapter, the city procurement authority shall attempt to submit to at least three persons dealing in and able to supply the same, a request for quotation (or invitation to bid) and specifications, to give them opportunity to bid. In the event that three suppliers cannot reasonably be found, fewer may be used when it is deemed to be in the best interest of the city. For procurement of, or contract for, supplies, materials, equipment or contractual services in an amount greater than forty thousand dollars, an invitation to bid will be published in a newspaper of general circulation within the city. Requests for bids or quotations shall be made both inside and outside the city when this may be necessary to secure bids or to create competitive conditions, or when a savings can be made for the city. The city may repeatedly reject all bids, and again may submit to the same or other persons the request for quotation (or invitation to bid), or again publish notice of the proposed purchase.
- B. The city shall procure from the supplier or Contractor whose offer is most advantageous to the city. This determination does not have to only consider price, but may also account for quality, date of delivery, or any other factor(s) deemed relevant by the city manager to the particular procurement.
- C. Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a

bidder having its place of business located outside the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.

Here is 2.80.020:

“Local bidder” means a business who:

1. For a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:
 - a. Has owned, rented or leased real property within the city limits from which the business operates as verified by appropriate documentation;
 - b. Has advertised a local mailing or street address and local phone number for the business in a manner reasonably accessible to city residents;
 - c. Has current state business licenses and city business registrations;
 - d. Has maintained year-round employment of one or more city resident(s);
2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.

16. AWARD OF BID

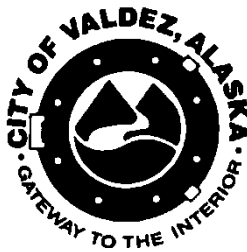
The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and these documents. The recommendation as to an award of a bid will be based on the lowest bid - as determined by the total **cost of performing each activity** - submitted from a responsible Bidder deemed to be fully responsive to this Invitation to Bid and whose bid is deemed to be cost effective. The City reserves the right to waive any irregularities or informalities in a bid and to reject any or all bids.

17. PRE-BID CONFERENCE

A non-mandatory Pre-Bid Conference will be held on Wednesday, March 8, 2017, at 2:00 p.m., at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P.O. Box 307, Valdez, Alaska, 99686.

18. PRE-AWARD CONFERENCE

Before the award of contract, a Pre-Award Conference will be held between the City and the apparent low bidder.



**City of Valdez
BID FORM**

**Flower Planting and Care
Contract Number: 1275**

TO: City of Valdez, hereinafter called Owner

PROPOSAL OF: _____, hereinafter called Bidder, an individual doing business as _____, a partnership, a corporation incorporated in the state of, a joint venture (strike out inapplicable words), hereby submits this bid and agrees:

1. To hold this bid open for sixty (60) days,
2. To accept the provisions of the Instructions to Bidders,
3. To accomplish the work in accordance with the Contract Documents for the lump sum and unit price amounts as set forth in the Bid Schedule.

The Bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid:

Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____

Respectfully submitted this ____ day of _____, 20____.

BIDDER:

Company: _____

CORPORATE SEAL

By (Signature): _____

Name: _____

Title: _____

Address: _____

Telephone: _____

ATTEST:

Fed. I.D. or S.S. #: _____

Name of Partner(s) (Print or Type): _____

(Signature, Corporate Sec)

(Print Name)

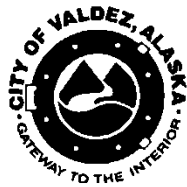
Bid Schedule: Flower Planting and Care

Area #	Shall be written in long hand, Dollars and Cents	Amt per Location	Number of Pots	Total / year
#1	Brick Colored Pots/Park Maint Facility	\$ _____	80	\$ _____
#2	Brick Colored Pots/Kiosk Near Bike Path	\$ _____	2	\$ _____
#3	Brick Colored Pots/Airport	\$ _____	10	\$ _____
#4	Concrete Pots/Kelsey Dock Uplands (Annuals/Perennials)	\$ _____	40	\$ _____
#5	Concrete Pots/Stan Stephens Plaza (N. Harbor Dr)	\$ _____	2	\$ _____
#6	Concrete Pots/Tillie Wonder Plaza (N. Harbor Dr)	\$ _____	9	\$ _____
#7	Concrete Pots/Memorial Cemetery	\$ _____	6	\$ _____
#8	Concrete Pots/Concrete Seat Walls (Park Maint Facility)	\$ _____	6	\$ _____
#9	Beds & Borders/Memorial Cemetery (1ft x 6ft)	\$ _____	2	\$ _____
#10	Beds & Borders/Memorial Cemetery (under sign 2ft x 3ft)	\$ _____	1	\$ _____
#11	Beds & Borders/Egan Drive	\$ _____	12	\$ _____
#12	Beds & Borders/Meyring Park (Raised Beds at Playground/ Pathways)	\$ _____	6	\$ _____

Total _____

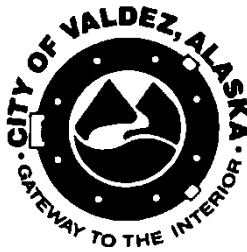
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**Flower Planting and Care
Contract Number: 1275**

1. GENERAL STATEMENT

These special provisions set forth conditions and requirements unique to this project and are supplemental to and supersede, the "City of Valdez Standard Specifications and Standard Details," dated April 2003.

2. SCOPE

The Contractor shall perform the following:

- Plant, water, fertilize and maintain all city owned flower beds, pots and borders to promote best growth and beautification results.
- Clear old growth from all planting areas each spring and till soils.
- Add in a top dressing soil to replace old soil.
- Plant flower pots, beds and borders in such a way as to maximize growth and color of floral displays.
- Attempt to plant certain items in areas which are traditionally overrun with rodents such as rabbits, marmots etc. to reduce damage from animals eating and burrowing under the plants.
- Replant all annuals throughout the City system as specified.
- Ensure all plants remain free of insects and disease.
- Nurse back to good health all perennials and replace when necessary.
- Have all planters planted no later than June 10th of each summer, focusing on filling the pots located at the City Maintenance Facility first.
- Each September, provide numbers of necessary plants to fill all pots, beds and borders for the following season, including suggested annuals and perennials for certain areas of the City to promote best growth and beautification results for area weather patterns and covered or open areas.
- Work closely with the Park Maintenance Supervisor to develop a comprehensive order list for green house vendors.
- Ensure all plants have adequate soil, fertilizer, and water to produce healthy blooming flowers in a variety of weather conditions.
- Provide a written summary of the previous summer's work.

Existing Beds, Borders and Pots within the scope of work include, but may not be limited to the following:

Brick colored pots	Approx 80 on site at the Park Maintenance Facility ranging in size 2 at the kiosk near the bike path 6-10 at the Airport
Concrete pots	Approx 40 pots at the Kelsey Dock Uplands with annuals and perennials 2 Large rectangular pots 4'x8' at the Stan Stephens Plaza (N. Harbor Drive) 9 pots at the Tillie Wonder Plaza (N. Harbor Drive) 6 pots at the Memorial Cemetery 6 concrete seat walls located at the Park Maintenance Facility
Beds and Borders	2 small beds at the Memorial Cemetery 1'x6' 1 bed under the Memorial Cemetery Sign 2'x3' 12 beds of perennials along Egan Drive 6 raised beds at playgrounds and pathways in Meyring Park

3. TERMS OF CONTRACT

Contract term shall be five (5) years and will contain two (2) one-year renewal options, which may be exercised by the City of Valdez prior to expiration of the contract. The contract, if accepted will commence May 1, 2017 and expire September 30, 2021.

The work to be done under this CONTRACT shall be done annually and shall be commenced during the growing seasons of May 1st – September 30th.

4. CONTRACTOR SUPPLIED EQUIPMENT AND MATERIALS

The Contractor shall supply:

- All vehicles, tools, water and supplies necessary for the work (to include: all planting, watering, fertilizing and maintenance tasks).
- All equipment used (when applicable) shall be operated in a safe manner.
- The Contractor shall maintain the same level of equipment capability throughout the term of the contract as was available or proposed at the time of bid.

5. OWNER SUPPLIED EQUIPMENT AND MATERIALS

The City of Valdez shall supply:

- Flowers, potting soil, fertilizer, pots and decorative bark.
- The City will place planted pots at appropriate locations after they have been planted by the Contractor at the Park Maintenance Facility.
- The City will provide a map to the Contractor as to the location of where each pot will be relocated to.
- Location of moveable pots may change in order to best fill the needs of the community, events, and venues or to move pots away from high rodent populations and shall not increase costs to the City for the Contractor to go to a different location to care for the same pots.
- All plants provided to the Contractor shall be nursery raised, mature, vigorous, hardened, and true to name and form.

6. CHANGE IN SCOPE OF WORK

In the event, during the term of this contract, a change in the scope of work (either by addition or reduction of work) is required, the contract may be adjusted by negotiations. Additions or deletions of specific pots, beds and borders will be negotiated for payment changes. The change in the scope of work shall be confirmed by a duly signed Change Order to the contract.

7. CONTRACTOR'S REPRESENTATIVE/PERSONNEL

The Contractor agrees, at all times, to provide a competent foreman or supervisor. The Contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the City of Valdez public relations. The Contractor shall use competent employees in performing the work specified in this Agreement. At the request of the Parks Department, the Contractor will, for just cause, replace any incompetent, abusive or disorderly person employed by the Contractor.

8. COMMUNICATIONS

After hours emergencies should be reported to the Valdez Police/Fire Department, at 835-4560. Emergencies or hazardous conditions during business hours should be reported to the Parks & Recreation Office at 835-2531.

Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect park visitors from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the site.

The Parks Department shall make every effort to communicate upcoming activities and events at the Contractor's work venues so that minimal amount of event disruption occurs and the Contractor can prepare any use area in advance as needed.

9. PUBLIC RELATIONS

Work performed by the Contractor shall be performed with as little disruption to the activities of the park users as possible. The safety of the public shall always be the highest priority. A list of scheduled events at parks may be acquired by the Contractor from the Parks and Recreation Department Administrative Assistant, if desired.

10. REPORTING

The Contractor shall submit a written report with each invoice on a form provided by the City which identifies:

- a. The work that was performed.
- b. The date work was performed.
- c. All problems and any comments or suggestions that were identified during operations, such as; excessive rodent damage.

The Contractor shall report any vandalism, or accidents resulting in damage or death of plants to the Park Maintenance Supervisor as soon as possible. Reports shall be in writing and should include the estimated dollar amount to repair or replace damaged areas, plants, containers or pots.

Each September the Contractor shall provide numbers of necessary plants to fill all pots, beds and borders for the following season, including suggested annuals and perennials for certain areas of the City to promote best growth and beautification results for area weather patterns and rodent damages, working closely with the Park Maintenance Supervisor to provide the City a comprehensive list of plants/shrubs to be used in ordering the next season's foliage. Each September the Contractor shall provide a written summary of the previous summer's work.

11. CONSULTATION

Upon request and/or necessity, an authorized City representative will accompany the Contractor to the work areas to further clarify or describe desired methods and procedures. The Contractor will consult with the Park Maintenance Supervisor regarding the details, scheduling and performance of the contract as necessary.

12. PERFORMANCE EVALUATION MEETINGS

The City of Valdez reserves the right to call periodic meetings with the Contractor on an as needed basis to discuss and evaluate the performance of the Contractor. If there are noted issues with Contractor's performance, the City of Valdez reserves the right to require daily work schedules, updates and/or meetings.

13. SITE INSPECTION

The Parks Department will randomly inspect each planting area. During the inspection, a correction list will be made of all deficiencies in the work required by these specifications. If deficiencies are identified, the list will then be immediately forwarded to the Contractor. Payment will be held until all deficiencies have been corrected.

14. DEFAULTS

A. Penalty If the Contractor fails to perform the work in the manner specified by this Agreement, the City of Valdez may penalize the Contractor for each day the work is not performed. Before assessing a penalty, the City of Valdez will notify the Contractor of the problem and allow the Contractor twenty-four (24) hours to take corrective action. The penalty will be not more than One Hundred Dollars (\$100.00) per day. If, after notice, the Contractor fails to take corrective actions, the City of Valdez may terminate this Agreement and enter into an agreement with another Contractor or may perform the work itself.

B. Termination for Breach If the Contractor fails to perform the work in the manner specified by these specifications, the City of Valdez may terminate the contract. Before termination for breach, the City of Valdez will notify the Contractor of the problem and allow the Contractor twenty-four (24) hours to take corrective action. If, after notice, the Contractor fails to take corrective action, the City of Valdez may terminate the Contract and enter into an agreement with another Contractor, or may perform the work itself. The Contractor shall be responsible to the City for all damages caused by his breach of the contract.

C. City's Right to Cancel Contract In the event that the City determines that the Contractor has failed to satisfactorily perform its obligations under the terms of the contract, the City may terminate this contract. In the event of such termination, the City shall pay to the Contractor all sums due to and including the date of termination, but shall have no further obligation to Contractor thereafter, at the conclusion of the original term of the contract. The City shall have the right to deduct from this final payment any additional costs incurred in the completion of this contract over and above the terms of this contract.

Should the City desire to terminate the contract pursuant to this paragraph, written notification of said proposed termination shall be provided by the Parks and Recreation Director to the Contractor. Said notification shall set forth the proposed termination and the grounds therefore. The Contractor shall then thereafter have a right to appeal the decision of the Parks Director to

the Valdez City Manager. In order to exercise such right, the Contractor must within ten (10) days of receipt of the Notice of Cancellation, provide a written Notice of Appeal to the City Manager. The Contractor shall thereafter, have a right to appeal the City Manager's decision to the City Council. In order to exercise such right, the Contractor must within ten (10) days of receipt of the City Manager's decision, provide a written Notice of Appeal to the City Clerk for the City Council. Thereafter, a hearing shall be held before the City Council, whose determination shall be final and binding.

15. CONTRACT PAYMENTS

The annual contract amount shall be paid in five (5) equal payments as follows:

May 31, June 30, July 31, August 31, and September 30, if the Contractor provides an invoice in a timely manner to meet the accounts payable deadline requirements. If the invoice deadline is not met, then the Contractor shall receive payment on the next accounts payable check run or within 45 days of the invoice being received. An accounts payable calendar may be provided to the Contractor upon request.

Compensation for any additional beds, pots, or borders shall be negotiated by both the City and the Contractor and invoiced payments shall be adjusted to reflect any addition or deletion of the current number of beds, pots and borders.

Location of moveable pots may change in order to best fill the needs of the community, events, and venues or to move pots away from high rodent populations and shall not increase costs to the City for the Contractor to go to a different location to care for the same pots.

Timely payment to the CONTRACTOR is contingent upon receipt of invoices by the Director of Parks & Recreation of the City of Valdez, P.O. Box 307, Valdez, Alaska, 99686, at least one week prior to each payment date. Payments may be withheld on account of 1) defective work, 2) damage to City property caused by CONTRACTOR or CONTRACTOR'S employees or subcontractors, 3) unsatisfactory execution of the work, or 4) failure to pay suppliers, subcontractors or wages promptly, 5) any other material breach of this CONTRACT by the CONTRACTOR, 6) final payment annually will not be made until a final site inspection is conducted by the Director of Parks & Recreation or his designee, and all areas are approved for payment. Invoiced and final payment will be withheld until work is completed or conditions corrected. This final payment schedule applies only if the contract has not been terminated by the City or breached by the Contractor.

16. CONTRACTOR'S RESPONSIBILITY FOR SUBMITTING INVOICES

A calendar showing due dates for invoices shall be given to the Contractor upon their request. All payment from the City to the Contractor will be on a net 45 day schedule. This means that the City has up to 45 days to make payment from the date the invoice is received. All invoices should be submitted to the front office of the Parks, Recreation & Cultural Services Department located at the Valdez Civic Center, 314 Clifton Drive, Valdez, AK 99686. Invoices can also be mailed to the Parks & Recreation Department "ATTN: Director" at P.O. Box 307, Valdez, AK 99686 in time to be signed and taken to the Accounts Payable (AP) Office as per the dates shown on the annual AP Calendar (provided upon request).

17. OBSERVANCE OF LAWS

The Contractor shall secure all permits and licenses imposed by law and ordinance, pay all charges and fees, and give all notices necessary and incidental to the due and lawful performance of the work described in these specifications. Incidents, altercations or accidents involving park patrons, Contractor employees or City employees shall be reported to the Parks & Recreation Director in a timely manner. The Director, at his or her discretion, may require a written report from the Contractor describing the incident or accident.

18. ACCIDENT PREVENTION

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinance shall be strictly observed. The Parks Department may require the Contractor to discontinue hazardous work practices upon written notice.

19. INSURANCE

Worker's Compensation and Employer's Liability

\$500,000 Employer's Limit and Statutory requirements for Worker's Compensation

General Liability

Minimum limits

Commercial General Liability

\$1,000,000 each
occurrence

General Aggregate-
Products-Comp/Ops Aggregate-
Personal and Advertising Injury

\$2,000,000
\$2,000,000
\$1,000,000

Automobile Liability

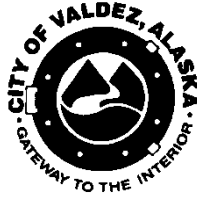
Any Auto

\$1,000,000
Combined Single limit

Scheduled Auto, Hired Autos, Non-owned
Auto acceptable in lieu of Any Auto.

21. INDEMNIFICATION

The Contractor shall indemnify, defend, save and hold the City harmless from any claim, lawsuit, or liability costs and attorney's fees arising from any alleged loss, damage or injury to persons or property during the course or as a result of this Contract.



City of Valdez

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____ and between the CITY OF VALDEZ, ALASKA, hereinafter called OWNER, acting through its Mayor, and _____ doing business as an individual located in the City of Valdez, State of Alaska, hereinafter called CONTRACTOR.

The CONTRACTOR agrees to accept as full and complete payment for all work to be done in this Contract for:

Flower Planting and Care Contract Number: 1275

those lump sum amounts as set forth in the "Bid Form" in the CONTRACT DOCUMENTS for this Project.

The total amount of this CONTRACT shall be based upon an awarded contract which shall be for the summer seasons only, beginning May 1, 2017 through September 30, 2021, with the option to request a contract renewal for a term of two (2) one-year extensions. Under no circumstances shall this contract be in existence outside of the working months of May 1st - September 30th of each contractual year.

The Contractor hereby agrees to commence work on this Project on May 1, 2017 and to complete all work in accordance with the CONTRACT DOCUMENTS on or about September 30, 2021, as weather conditions dictate. Said CONTRACT DOCUMENTS are listed in the "Table of Contents" herein. All documents listed therein are by this reference made a part hereof.

The OWNER agrees to pay the CONTRACTOR for the performance of the CONTRACT, subject to additions and deductions, as provided in the "Special Provisions" of the CONTRACT, and to make payments on account thereof as provided in the "Special Provisions." Disbursement of money by the City of Valdez hereunder shall be subject to set-off pursuant to the provisions of the Valdez City Code.

IN WITNESS WHEREOF, the parties to these presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

CONTRACTOR

By: _____

Title: _____

Date: _____

Mailing Address

City, State, Zip Code

Federal I.D. or S.S. #

CORPORATE SECRETARY

Attest: _____
Corporate Secretary

By: _____
Mayor

Date: _____

Attest:

By: _____
City Clerk

RECOMMENDED:

By: _____
City Manager

Date: _____

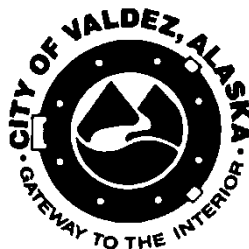
By: _____
Director of Parks and Recreation

Date: _____

APPROVED AS TO FORM:

Attorney for the City of Valdez

**CITY OF VALDEZ, ALASKA
AUTHORIZED:**



**City of Valdez
CORPORATE ACKNOWLEDGMENT**

(To be filled in when Contract is executed in behalf of a Corporation)

UNITED STATES OF AMERICA)

STATE OF ALASKA)ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

(Name of Officer)

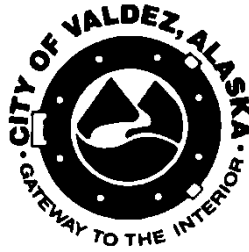
(Title of Officer)

(Name of Corporation)

_____ Corporation, on behalf of said Corporation.
(State of Incorporation)

Notary Public

My Commission Expires:_____



City of Valdez

CONTRACT RELEASE Page 1 of 2

The undersigned, _____
for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA, a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

Flower Planting and Care

Contract Number 1275

The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

The undersigned hereby acknowledges receipt of the amount of \$ _____
as full and final payment in consideration for all services, materials and labors rendered in connection with
this _____ Contract.

City of Valdez
CONTRACT RELEASE
Page 2 of 2

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____.

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 20__, before me, Notary Public in and for the State of Alaska, personally appeared _____ of _____, known to me to be its _____ and acknowledged to me that he has read the foregoing RELEASE and knew the contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this _____ day of _____, 20____.

Notary Public in and for Alaska

My Commission expires: _____