



**700 Adams
Memphis, TN 38105**

LANDSCAPE SERVICES

Memphis Housing Authority

INVITATION FOR BIDS Solicitation no. HM 23-B-00644

Issue date: 03/17/2023

An Equal Opportunity Employer and An Equal Housing Provider

Memphis Housing Authority Contracting Department
David Walker, Purchasing Manager

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**MEMPHIS HOUSING AUTHORITY
SPECIFICATION FOR
LANDSCAPE MAINTENANCE SERVICES**

1.1 Scope

This specification establishes the minimum requirements for Landscape Maintenance Services for the Memphis Housing Authority's (MHA) various properties. Included in this specification are sections on Scope of Work, Employee Requirements, Insurance Requirements, Locations, Equipment, and Other Requirements.

1.2 Classification

The successful bidder is required to provide landscape services. MHA reserves the right to make multiple awards. The term of the contract will be one year with an option to extend four (4) one-year terms. Upon award of a contract the potential firm is expected to start by April 19, 2023, sooner or after. See landscape calendar (Attachment A).

1.3 IFB schedule

Solicitation issued	Friday, March 17, 2023
Pre-bid Meeting	Thursday, March 23 @ 10 am MHA Board Rm 216
Deadline for Questions	Tuesday, March 28 by 3:00 pm
Bids Due	Wednesday, March 5, by 3:00 pm
Award Notice	Friday, April 14, 2023
Contract Start Date	Monday, April 19, 2023

A Pre-bid meeting will be held on Wednesday, March 23, 2023 at 10:00 am, at the Memphis Housing Authority Boardroom 216, located at 700 Adams Ave, Memphis, TN 38105. The purpose of the pre-bid meeting is to provide assistance to prospective bidders in the interpretation of the Invitation for Bids, Scope of Services, Sample Contract and other technical and contractual matters. All potential bidders are urged to attend.

1.4 This Authority reserves the right to reject any or all bids, to waive formalities, informalities or irregularities in any bids, to advertise for new bids, or proceed to do this work by other means – as may be deemed to be in and for the best interest of the Authority.

1.5 Contact Person

The contact person for all inquiries is David Walker, Manager of Contracts, Memphis Housing Authority, 700 Adams Ave., Memphis, TN 38105, Ph. 901-544-1298, Fax 901-544-1299, email: dwalker@memphisha.org .

2.0 SCOPE OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Services are to be performed, during the weekday, between the hours of 7:00 a.m. and 6:00 p.m., for a 12-month period.

2.1.2 Contractor is required to assure that the landscape has a neat and maintained appearance by:

Mowing all lawns **and** trimming all lawn edges by pruning methods,
Removing weeds from grounds, by all trash dumpsters, and ground covered areas.

2.1.3 Normal amounts of clippings may be left on the turf. Excessive clippings of grass are to be removed from site by the Contractor. The Contractor shall blow off all entrances, patios, sidewalks, all driveways and other normal walking areas around facilities. Excess amounts of grass accumulated during blowing of the mentioned areas shall be removed from the site. Clippings shall not be discharged along building foundation side areas, or blown into bedding areas or tree rings or swells. HVAC units and equipment shall be cleared of cuttings by blowing after each cut. Cuttings are not to be placed in MHA's dumpsters. The Contractor will keep all storm drains clean and free of grass clippings/debris. MHA dumpsters are for litter and trash. Cuttings must be otherwise properly disposed of by the Contractor.

2.1.4 All litter shall be removed from grounds which includes landscape areas by all trash dumpsters, and ground covered areas, upon each scheduled visit. Large or unusual amounts of debris shall be reported to the Property Manager as soon as detected.

2.1.5 Parking lot perimeters, weeds, grasses, and weeds breaking through pavement shall be controlled with herbicide sprays and/or manual weeding as required.

2.1.6 Contractor is to abide by regulations when applying any chemicals, including fertilizer. Application of chemicals shall be made only by employees authorized to administer licensed controlled products. **Contractor shall provide a copy of Chemical Application License as requested.**

2.1.7 Contractor shall be responsible seasonal color changes to existing beds. Beds shall be prepped, which shall include but is not limited to, weed removal, removal of fungicides, and turning of beds prior to installation.

2.1.8 A finely ground mulch shall be installed annually for color and shrub beds. A minimum of 2" depth for mulch installation shall be required.

2.2 SPECIFIC RESPONSIBILITIES

2.2.1 Turf Care

Turf areas are indicated in attached landscape map, Attachment C.

Mowing - Grass is to be cut at a height of 2" to 3". Grass should not have more than one-third of the existing growth cut in one mowing, except in early March, when turf areas will be mowed at a height of one-half inch to remove dead material and to encourage vigorous spring growth. To be based on 15 mows for 2022 (schedule may be adjusted due to weather and contract start date of each year).

Even though severe weather may prevent the contractor from completing scheduled work on the designated weekday, the contractor shall be expected to complete the necessary work on the first fair workday following. One day of dry weather should allow all conditions to return to normal for work to continue.

Perennial Rye (as-requested) - Perennial Rye installation will occur mid to late October weather permitting. Rye shall be installed in high visibility turf areas to buildings. Turf areas shall be prepped for rye installation so as to provide for optimum seed soil contact.

Edging - Contractor shall edge at the same frequency as mowing. Edging must be done with a blade or a weed eater - for a clean edge.

Weed Control - Contractor shall use extreme care in the use of chemicals as indicated in section 2.1.6. Broadleaf weeds can be controlled with applications of selective and recommended herbicides to be approved, if needed. **Pre-emergent weed control should be applied twice (March and November) each year.**

Fertilization - Turf is to be fertilized twice a year (March and October/November) Application should be spread evenly.

Insect and Disease Control - Treatment is to be performed with approved insecticide to control chinch bug, grub worm and other normal soil pests and with approved fungicide as needed to control brown patch, Phytophthora, Fusarium and other diseases. Contractor shall be responsible for control of fire ant infestation by mound treating with approved chemicals.

Contractor shall submit a list of insecticides/pesticides to be used, if requested.

2.2.2 Bed Care - Shrubs, Flowers, and Ground covers

Shrubs, flowers, and ground cover areas are located on some properties. Annual Flowering Replacements - The Contractor shall be responsible for two (2) seasonal color changes to existing

flowerbeds, if needed.

Pruning - Pruning of shrubs is intended to create a uniformly dense plant by selective thinning and tip cut back to present a trim look. Pruning is done to enhance the natural branching effects of the plant. Shearing of shrubs will not be permitted. Ground cover beds are to be edged and trimmed to maintain a neat appearance. Nandina shall be pruned to remove 1/3 of the oldest canes each spring.

Fertilizing - Shrubs, Flowers, and Ground covers are to be fertilized three times a year (March, July and October) with proper chemicals for southern areas. Application should spread evenly.

Weed and Insect Control - Weeds are to be removed during weekly visits. Beds shall be cultivated at least once per month to maintain an aerated soil. Careful use of approved post-emergent herbicides may be used in beds. Weekly inspections shall be made for insect infestations and upon identification, proper and approved chemical control with the least toxic, registered pesticide for the identified pest shall be performed.

Mulching - A finely ground mulch shall be installed annually for color and shrub beds. A minimum of 2" depth for mulch installation shall be required. Mulch will be placed around all trees.

2.2.3 Tree Care

Pruning (as-needed) - Contractor is to thin-out interior branching and deadwood to reinforce branching quality. Contractor shall be responsible for all trees on the property which has irregular growth, growth that inhibits pedestrian or vehicular traffic, crossed branches, diseased or damaged wood.

Insect Control - Insect control is to be done with appropriate and approved pesticides to control tree borers, tent caterpillars, mealybugs, spider mites and other tree pests.

2.2.4 Irrigation System Monitoring

Repairs (if needed) - Damage to the system caused by the contractor's operations shall be repaired without charge to the MHA. Repairs shall be made within one watering period cycle. Damage **not** resulting from contractor's negligence or operations shall be reported in writing within one (1) workday to the Property Manager. All replacement spray heads shall be same, and all replacement impact heads shall be the same type heads". No substitutions will be allowed. All repairs shall be made in accordance with the highest standards of workmanship. **All irrigation repairs shall be performed by a licensed irrigator and shall be at the expense of the Contractor.**

2.3 The MHA reserves the right to make inspections of all equipment to be used to comply with this contract. Any equipment found to be in poor condition or

insufficient for use must be replaced immediately (within the specified daily work hours of the same day), at the contractor's expense. Failure to provide suitable equipment to perform this contract will be grounds for contract termination.

- 2.4 Materials and supplies used by the contractor are to conform to the requirements of the contract. No materials are to be used which will damage grass, ground cover, shrubs, or trees. Where a specific product is specified, there shall be no deviations without the express written permission of the MHA. Samples of all alternate materials proposed for use are to be submitted for approval before the material represented by the samples is to be used for this project. Upon request, the contractor is to submit a list of all materials to be used to provide these services. (The MHA may approve or disapprove any product prior to or during the term of the contract period). Approval does not eliminate the Contractors responsibility for the proper use of all chemicals used for landscape.

3.0 FACILITY CHECK LIST

A written facility checklist shall be completed by the contractor and presented to the Property Manager on the date of service. The list shall indicate all completed work requirements and must be signed by the contractor's on-duty supervisor. In addition, the contractor is to note any problems with the grounds, which require attention, i.e. fire ant hills. The Property Manager will determine if work is satisfactorily done. If performance is unacceptable, the checklist will be returned to the contractor. The contractor is then required to visit the facility and to review and correct all problem areas within 24-hours of notification by Property Manager. The Property Manager shall be the undisputed judge of the acceptability of all work performed. For purposes of this contract, the Main Operations Director is Latonya Young, Director of Housing Operations, 700 Adams, Memphis, TN 38105, phone 901-544-1129 or lyoung@memphisha.org.

4.0 MONTHLY CONTRACTOR/CONTRACT ADMINISTRATOR FORMAL INSPECTION

At the first scheduled visit of each month, the Property Manager will conduct a formal walk-through inspection with the contractor. The weekly checklists shall be reviewed for repeated deficiencies and if such are found, corrective action will be required of the contractor. Continued or repeated failure to correct deficiencies may result in termination of the contract.

5.0 MISCELLANEOUS RESIDENT ISSUES

Some residents may plant their own flowers or bushes. It is important that your employees not damage these items. If you do, you will reimburse the residents. If there are issues with residents, these types of items or otherwise, work with the Property Manager. They oversee the property and can assist you.

6.0 EMPLOYEES

- 6.1 The contractor shall employ only qualified operators and workers who are skilled to conduct proper landscape maintenance services.

- 6.2 The contractor is to maintain an adequate number of employees to satisfactorily perform scheduled operations.
- 6.3 Each of the contractor's employees is to be furnished, by the contractor, proper identification that displays both the names of the contractor and the employee. Identification must be worn on the outer garment at all times while performing maintenance services at the facility. (An identifiable T-shirt uniform is acceptable.)
- 6.4 The MHA will have the right to require the contractor to dismiss from the premises covered by this contract any employee(s) whose conduct is improper, inappropriate, or offensive as determined by the MHA. This employee(s) is not to be re-employed on subject premises by the contractor without the written consent of the MHA. Personnel performing under this contract shall be direct employees of the contractor. Non-contractor personnel and minors (except for minor(s) lawfully employed by the contractor) are not to be permitted on the job site.
- 6.5 Determined minimum wage rate: Landscaper \$10.92 hour.
- 6.5 Contractor is to designate a responsible representative(s) in charge of work who shall be at the work site during all hours worked by the contractor's personnel. Must speak English. The contractor's management personnel shall be required to contact the MHA monthly for review and inspection of work performed.

7.0 DAMAGES

Grass, shrubs, trees, fences, sidewalks, sprinkler systems, light fixtures, or miscellaneous improvements damaged by the contractor's employees are to be replaced or repaired by the contractor to the satisfaction of the MHA, at no cost to the Agency. It shall be the responsibility of the contractor and the MHA to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

8.0 SAFETY PRECAUTIONS

The contractor is responsible for instructing his/her employees on appropriate safety measures and is not to permit employees to place equipment in traffic lanes or other locations, which may create safety hazards. Landscape service workers are required to interrupt their work, if necessary, to allow traffic to pass through the work areas. The contractor shall provide all safety equipment for his/her employees while on the site.

9.0 WORK SCHEDULE

Contractor is to provide the Contract Administrator with a copy of the work schedule within two weeks following contract award. The work schedule is to indicate the date(s) when the contractor shall accomplish tasks to comply with the contract.

10.0 OMISSIONS

It is the intention of this specification to acquire landscape services for grounds of

the Memphis Housing Authority (see price Sheet for locations and acres). Any services that have been omitted from this specification which are clearly necessary for the complete maintenance of this facility's landscape, shall be considered a requirement although not directly specified or called for in the specification.

ATTACHMENT A

LANDSCAPE MAINTENANCE SPECIFICATION SERVICES CALENDAR

SERVICES:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
TURF CARE:													
Mowing, Edging, Weeding & Cleanup	0	0	0	2	3	2	2	3	2	1	0	0	15
Weed Control:													
Pre-emergent			1								1		2
Post-emergent	*	*	*	*	*	*	*	*	*	*	*	*	
Fertilization			1							1			2
Insect/Disease Control	*	*	*	*	*	*	*	*	*	*	*	*	
Fire Ant Control	*	*	*	*	*	*	*	*	*	*	*	*	
Winter Rye Application										1			1
BED CARE:													
Trim Shrubs & Groundcover	*	*	*	*	*	*	*	*	*	*	*	*	
Fertilizing			1				1			1			3
Weed & Insect Control	*	*	*	*	*	*	*	*	*	*	*	*	
Cultivate Beds by Hand Only to Remove Weeds and Remulch				1			1			1			3
TREE CARE:													
Prune Trees	*	*	*	*								*	
Insect Control	*	*	*	*	*	*	*	*	*	*	*	*	
OTHER SERVICES:													
Weed Control	*	*	*	*	*	*	*	*	*	*	*	*	
Report Irrigation System Damages/Failures/Malfunctions	*	*	*	*	*	*	*	*	*	*	*	*	
Leaf Removal (Street, debris, walkways, general property clean)	1											1	2

* = As Needed

Price Sheet

Pricing Schedule					Leaf Removal			Fertilizer Pre-emergent/Post		
Site	GRP	Cost ea.cut	# of Cuts	Total	Unit Price	X's	Total	Unit Price	X's	Total
(Acres)										
Jefferson Square (3)	1		15			2			3	
Borda Towers(1.28)	1		15			2			3	
Barry Towers (1.46)	1		15			2			3	
Venson Center (2.73)	1		15			2			3	
Montgomery (13)	2		15			2			3	
GE Patterson (5.8)	2		15			2			3	
Kefauver (4.5)	2		15			2			3	
		Grand	Total	\$ -	Grand	Total	\$ -	Grand	Total	\$ -
Additional/Other Cost List Here:										
					Addresses:					
					Jefferson, 741 Adams			Total Base Bid Price \$ -		
					Paul Borda, 21 Neely St.			(mow+ leaf+ fertilizer)		
					Barry Towers, 255 N. Lauderdale					
Business Name:					Venson, 439 Beale					
Name (print)					Montgomery Plaza, 1395 Pennsylvania					
Phone:					Kefauver, 7620 Robinson Cv, 38002					
Email:					GE Patterson, 654 Georgia					
Authorized Signature:										
*Price additional items above. Include any cost not listed in the base bid for consideration. For example irrigation system start up and winterization, or bed cultivation, etc. Bidders are encouraged to make a site visit of all sites to gain visual knowledge of the conditions. MHA assumes no risk for mistakes in bids.										

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MEMPHIS HOUSING AUTHORITY
AND
(VENDOR)**

This Contractual Agreement (“Agreement”) is entered into this ____ day of _____ between the **MEMPHIS HOUSING AUTHORITY, TENNESSEE**, whose address is 700 Adams, Memphis, TN 38105, hereinafter called “**MHA**,” and “**Vendor’s Name**”, (“**Vendor Memphis**”), a sole proprietorship, with its principal offices located at Memphis, TN hereinafter collectively referred to as "Vendor" or “Contractor”

**ARTICLE I.
RECITALS**

WHEREAS, ; and

WHEREAS,; and

WHEREAS,; and

WHEREAS,; and

WHEREAS, .

NOW, THEREFORE, the parties to this Agreement for the consideration set forth below, do here and now agree and bind themselves to the following terms and conditions:

**ARTICLE II.
SCOPE OF SERVICES**

The MHA hereby engages Vendor to provide services (describe services). A detailed scope of services to be provided by vendor is included herein as Exhibit “A” attached to this Agreement.

**ARTICLE III.
TERMS OF AGREEMENT**

The term of this Agreement shall be for the period commencing on _____ and shall extend through _____, (with options) unless otherwise extended upon mutual agreement of the parties, following execution of an extension agreement evidencing such extension. Costs incurred within the term of this Agreement, but prior to the execution thereof shall be eligible for payment, provided that said costs are for services rendered in accordance with the terms and conditions of this Agreement.

**ARTICLE IV.
COMPENSATION**

Fees for the above scope of services shall be charged based on the projected Project Plan herein as Exhibit “A” attached to this Agreement.

The MHA agrees to provide **(payment amount???) [\$000.00]** in compensation to the Vendor based on the agreed upon fee structured herein as Exhibit "A" attached to this Agreement, inclusive of the compensation as well as reimbursement of expenses incurred by the Vendor in connection herewith. The MHA shall reimburse the Vendor for all documented expenses, subject to compliance with the MHA's Billing Guidelines and Procedures. Vendor shall submit monthly statements to MHA as follows:

Memphis Housing Authority
Accounting Department
700 Adams
Memphis, TN 38105

Fees will be paid within thirty days (30) of receipt of a monthly invoice from Vendor. Each monthly invoice shall include a summary of work completed, according to the above scope of services, and breakdown of charges and a list of reimbursable expenses. The summary of work shall include a percentage of completion and workdays devoted to tasks.

ARTICLE V. **INSURANCE AND INDEMNITY**

Vendor shall not commence any work under this agreement until it has obtained and caused its subcontractors to procure and keep in force all insurance required hereunder. Vendor shall require all subcontractors to carry insurance as outlined below, in case the subcontractor(s) are not protected by the policies carried by them. Vendor shall furnish the MHA's Risk Manager a Certificate of Insurance and/or policies, upon request, attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the MHA of Memphis and licensed in the state of Tennessee.

If any of the insurance requirements are non-renewed at the expiration dates of any policy, payment to Vendor may be withheld until those requirements have been met, or at the option of the MHA, the MHA may direct that the renewal premiums be paid with funds encumbered under this Agreement (if available), and withhold such payments from any monies due Vendor.

Vendor shall indemnify, defend, save and hold harmless the MHA, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with any negligence in regard to this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the MHA, its officers, employees and agents.

Each certificate or policy shall require and state in writing the following clauses:

"Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the MHA of Memphis Risk Manager" by registered mail, return receipt requested to the following address:

MHA of Memphis
Contracting Department
700 Adams
Memphis, TN 38105

“The MHA of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies.” The additional insured endorsements shall be attached to the Certificate of Insurance.

WORKERS COMPENSATION: *(if applicable, pursuant to the Workers Compensation Act, T.C.A. §50-6-101 et seq.)*

Vendor shall maintain in force Workers’ Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer’s Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

AUTOMOBILE LIABILITY: *(if utilizing an automobile in connection with the services provided under this contract)*

Vendor shall maintain automobile liability insurance, covering owned, non-owned, and hired vehicles with LIMITS OF:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY: *(as applicable)*

Vendor shall be required to carry Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability coverage, with the following policy limits

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire

PROPERTY INSURANCE: *(for any contracts involving construction services)*

Contractor shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise, such coverage(s) shall include, but not be limited to the following;

HAZARD / BUILDER’S RISK

Hazard insurance insuring the existing improvements against loss by fire, lighting, tornado, earthquake, and all hazards covered by extended coverage and special extended coverage endorsements, all such policies of insurance to be in an amount not less than the full replacement value of the improvements, and to contain such deductible clauses as shall be approved by MHA’s Contracting. All such policies of insurance shall contain a lender’s loss payable endorsement in favor of the MHA’s Contracting. Builder’s Risk shall be provided in the manner stated above for all new construction projects.

PROFESSIONAL LIABILITY: *(for any services rendered by licensed professional vendors)*

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement.

\$1,000,000 Each Occurrence / Aggregate

ARTICLE VI.
DEFAULT, REMEDIES, SUSPENSION, AND TERMINATION
(Construction contracts reference to HUD 5370 and 5370C)

A. Event of Default

In the event Vendor shall fail to substantially perform its obligations under this Agreement or any other agreement related hereto, and shall have failed to cure the same within thirty (30) days after written notice from MHA to Vendor, detailing the basis for the alleged default, unless a longer period of time is allowed by MHA (unless the event is caused by either an act or omission by the MHA), then an event of default ("Event of Default") shall have occurred under this Agreement. When an action allegedly constituting a default shall occur, the MHA shall notify Vendor in writing and advise Vendor of the default, as well as the time period, not less than thirty (30) days, within which Vendor shall have to cure same. An Event of Default shall not have occurred if the failure to substantially perform cannot be cured within said cure period and such party has commenced to cure within said cure period and thereafter diligently pursues such cure. Each of the following events, upon failure to cure within the aforesaid curative periods, shall constitute an Event of Default hereunder:

1. Any failure or omission on the part of Vendor to comply with the material terms and conditions of this Agreement within the thirty (30) day cure period after notice from MHA;
2. Misrepresentation or omission by Vendor of any material fact or facts related to this Agreement which materially and adversely affects the rights or obligations of the parties hereto;
3. The filing of any petition under any bankruptcy, moratorium, and reorganization or insolvency act, Federal or State, by Vendor or against Vendor which, if against same, is not dismissed within ninety (90) days of such filing;
4. The filing of an application for the appointment of a receiver for, or the making of a general assignment for the benefit of creditors of, Vendor, however expressed or indicated; and
5. The failure of Vendor to pay or discharge any judgment or judgments against it for the payment of money (not covered by insurance) which singularly or in the aggregate exceed One Million Dollars (\$1,000,000) and such judgment or judgments be not satisfied, or an appeal taken therefrom or enforcement stayed, or any levy thereon not be removed within thirty (90) days from issue.

B. Remedies Cumulative

All remedies of the parties provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by either party hereunder shall not in any way constitute a cure or waiver of default hereunder or invalidate any act done pursuant to any Event of Default hereunder or prejudice a party hereto in the exercise of any of its rights hereunder, unless in the exercise of said rights the party realizes all amounts owed to it under this Agreement.

C. Right to Contest

Notwithstanding anything to the contrary herein contained, Vendor shall have the right to contest, in good faith, any claim, demand, levy or assessment, the assertion of which would constitute any Event of Default hereunder. Any such contest shall be prosecuted diligently and in a manner not prejudicial to the MHA or the rights of the MHA. Upon demand by the MHA, Vendor shall make suitable provision by deposit of funds or by bond or other assurance satisfactory to the MHA for the possibility that any such contest will be unsuccessful. The MHA shall make such provision within five (5) days after receipt of demand therefor.

D. Suspension of Work:

MHA may suspend the work to be performed under this Agreement by providing ten (10) days' written notice to Vendor setting forth the length of time of the suspension and the reason(s) therefore. Work may be reinstated and resumed in full force and effect upon MHA's reasonable discretion, however, reasonable notices shall be provided to Vendor concerning same so as to allow Vendor to make appropriate adjustments concerning this Agreement in a timely manner.

E. Termination

This Agreement may be terminated by the MHA in whole, or from time-to-time, in part, whenever Vendor shall default in the performance of activities specified in this Agreement and/or its attachments and fails to cure such default within a period of thirty (30) days after written notice from MHA to Vendor, detailing the basis for the alleged default, or such longer period as the MHA shall determine, provided that the MHA shall serve notice of default, in writing, upon Vendor. **In the event the MHA terminates this Agreement, Vendor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date. Vendor shall also submit all copies of plans and records pertaining to the project to MHA.** If Vendor should neglect to perform the services properly or fail to do anything required by this Agreement, and the MHA does not receive assurances from Vendor of due performance reasonably satisfactory to the MHA within seven (7) days after written demand is made, then the MHA may, without prejudice to any other remedy it may have under this Agreement or at law or in equity, make good any deficiencies in the services prior to the effective date of the termination and deduct all costs of doing so from the payment then due and any payment thereafter due Vendor.

F. Termination for Convenience

The MHA may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving prior written notice to the Vendor. In the event a purported termination for cause by the MHA is in error, then such termination may, at the MHA's sole discretion; be deemed to be a termination for convenience under this section. In the event of such termination, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory authorized work performed in accordance with the Agreement up to the termination effective date; but in no event shall the MHA be liable to the Vendor for expenses incurred after the effective termination date. All goods accepted by MHA or services completed by the Vendor prior to the termination date shall be documented and all tangible work documents shall be transferred to the MHA prior to payment for services rendered, and shall become the sole property of the MHA. Such termination by the MHA shall not be deemed a breach of contract by the MHA, and the Vendor shall not be compensated for any anticipatory profits, or other damages of any description, that have not been earned as of the date of termination.

ARTICLE VII.
RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

A. Content of Monitoring Documentation

Vendor shall maintain records that document the following information:

1. Overall progress of project.
2. A record of all sub Vendors employed on this project, including whether or not said sub Vendor is an MBE or WBE.
3. Such other matters as may be required by the MHA.

Vendor agrees to prepare and submit progress reports to MHA on a monthly basis through the term of this Agreement concluding with a "Final Report" covering the activity for the entire contract period. The reports shall describe in a narrative form Vendor's progress during the preceding month in the provision of its programs. Vendor will include the MHA Contract Number on all invoice requests, reports, and correspondence. Deadlines for monthly reports are on or before the 15th day of a month and the final report on receipt of final invoice.

B. MHA's Access to Records

A copy of all reports or data collected by Vendor and copies of all documents, notes, drawings, tracings and files collected or prepared in connection with this work shall be maintained and provided to MHA, upon request. Vendor shall permit MHA or their duly authorized agents or appointees to have access to such records, financial or otherwise, as may be reasonably necessary to inspect or verify compliance with all the terms and conditions of this Agreement.

C. MHA Audit Requirement.

The MHA reserves the right to audit the records of Vendor. Vendor shall make and keep as the same accrue, full and complete records and books of accounts of revenue and income, and costs and expenses that specifically relate to performance under this Agreement. Records and books and accounts, together with any or all other memoranda pertaining thereto that may be kept, maintained or possessed by Vendor, shall be open to examination during regular business hours by the MHA or its representatives for the purposes of inspecting, auditing, verifying, or copying the same or making extracts there from. Vendor shall make and keep said records and books of accounts for a period of five (5) years after the completion of the Vendor's obligations hereunder, or the final payment under this Agreement, whichever shall occur later.

ARTICLE VIII
OTHER REQUIREMENTS

A. Nondiscrimination, Title VI

Vendor, in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), agrees that no person shall on the grounds of race, color, age or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in this program funded with Federal financial assistance.

B. Nondiscrimination, Title VII

Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Vendor will exert every effort to ensure that applicants are employed; and that employees are treated during employment, without regard to their race, color, religion, sex or national origins. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the MHA, setting forth the provisions of this nondiscrimination clause.

C. Tax Exempt Status

The MHA acknowledges that this payment will be made from the proceeds of the MHA's general funds and agree that vendor will not directly or indirectly take any action or omit to take any action that, if taken or omitted, would adversely affect the exemption from federal income taxes.

D. Arbitrage Restriction

(Blank)

E. Meetings and Conferences

Vendor agrees to attend all meetings or conferences to be held at the request of MHA concerning the project.

F. Non-Waiver

This Agreement and any provision hereof may not be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

G. Intentionally Deleted

H. MHA Recognition.

Vendor shall ensure recognition of the role of the MHA in providing the project funded through this Agreement by means that include but are not limited to the following: Vendor agrees that all printed material associated with the services provided through this agreement shall include the phrases, "Funded by The Memphis Housing Authority". Additionally, publicly announcing MHA regarding this project shall acknowledge the role of the MHA.

I. Vendor - Not an Agent

Nothing in this Agreement shall be deemed to represent that Vendor or any of Vendor's employees or agents, are the agents, representatives or employees of the MHA. Vendor shall be an independent contractor. Anything in this Agreement which may appear to give the MHA the right to direct Vendor as to the details of the performance of its business or to exercise a measure of control over Vendor shall be provided only for purposes of compliance with the intended results of the scope of this Agreement.

J. Non-Transferability

This Agreement, except as set forth herein, shall not be transferred or assigned without prior written consent of the MHA.

K. Verbal Agreements

It is specifically stipulated that there are no verbal agreements or understandings between the parties hereto affecting this Agreement, which have not been set forth expressly herein. This Agreement constitutes a final and complete integration of those understandings.

L. Parties to be bound

The MHA and Vendor each binds itself, its partners, successors, executors, administrators and assigns to this Agreement.

M. Elected Officials / Conflict of Interest

Vendor certifies that no Vendor employee, employee of MHA, elected official, or any member of the Congress of the United States shall be admitted to any financial share or interest in any part of this Agreement. Vendor further certifies that no elected official or employee of MHA shall have a financial interest in any part of Vendor's business.

N. Designated Administrator

The Designated Administrator of this contract shall be the Director of the Memphis Housing Authority or his/her duly designated appointee.

O. Number and Gender

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender is applicable to all genders, as the context may require.

P. Notices

All notices or demands hereunder shall be given in writing and shall be deemed to have been sufficiently given for all purposes when presented personally or sent by registered or certified mail to any party hereto at the address set forth below or at such other address as either party shall subsequently designate in writing:

If to the MHA:

David Walker, Contracting Officer
Memphis Housing Authority
700 Adams
Memphis, TN 38105

With a copy to:

Barbara L. Deans,
General Counsel
700 Adams
Memphis, TN 38105

If to: Vendor:

Contact Person

Business Name

Address

City, ST Zip

If to Vendor:

Contact Person

Business Name

Address

City, ST Zip

Q. Jurisdiction

The terms, conditions, and covenants of this Agreement shall be enforced and adjudicated pursuant to the laws of the State of Tennessee and no other.

R. General Compliance with Laws

Vendor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall obtain and maintain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses shall be made available to the MHA, upon request. Vendor is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Vendor shall promptly notify the MHA of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. In the event Vendor fails to comply with any and all local, state and federal laws, rules, or regulations, this Agreement may be canceled, terminated or suspended in whole or in part by the MHA.

S. Employment of Illegal Immigrants

Vendor hereby certifies that it will comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Vendor shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of this Agreement. In the event Vendor fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this Agreement may be canceled, terminated or suspended in whole or in part by the MHA, and Vendor may be prohibited from contracting to supply goods and/or services to the MHA for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with the MHA.

T. Survival

The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Professional Service Agreement between MHA and (Vendor), as of the date above written.

MHA OF MEMPHIS, TENNESSEE

Vendor Name

David Walker, Contracting Officer

Name (Authorized Signature)

Exhibit A

Property Addresses and Property Green-scape Maps

Property**Office**

Barry Homes
255 N. Lauderdale
Memphis, TN 38105

505-0330

Paul Borda Towers
21 Neely St
Memphis, TN 38105

505-0803

College Park
Community Building
990 College Park
Memphis, TN 38126

505-0807

Jefferson Square
741 Adams
Memphis, TN 38105

505-0276

Montgomery Plaza Apts
1395 Pennsylvania
Memphis, TN 38106

505-0812

Venson Center
439 Beale St
Memphis, TN 38105

505-0835

GE Patterson
886 Latham
Memphis, TN 38126

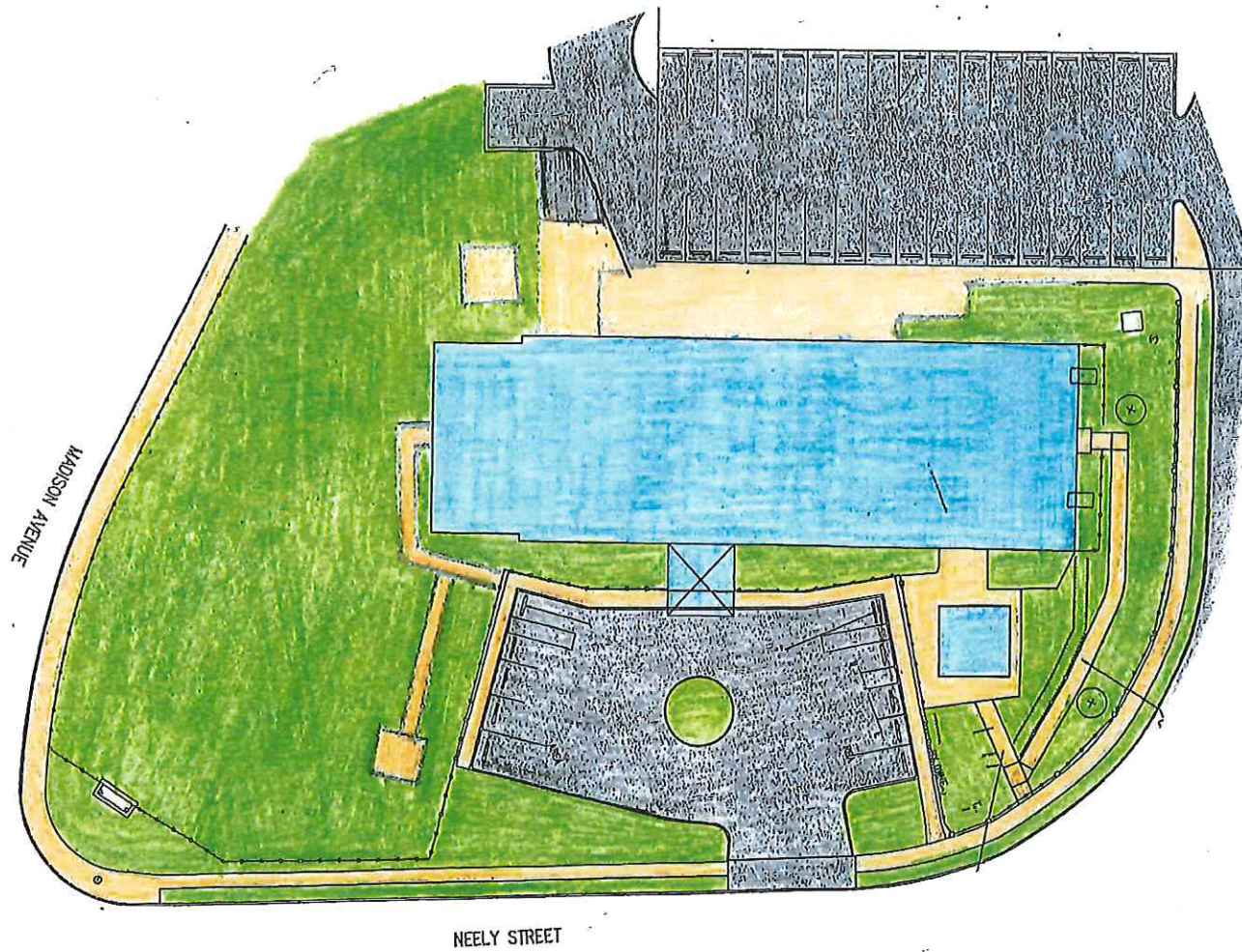
505-0820

Kefauver Terrace Apts.
7620 Robinson Cove #3
Arlington, TN 38002

505-0329

Central Office
700 Adams
Memphis, TN 38105

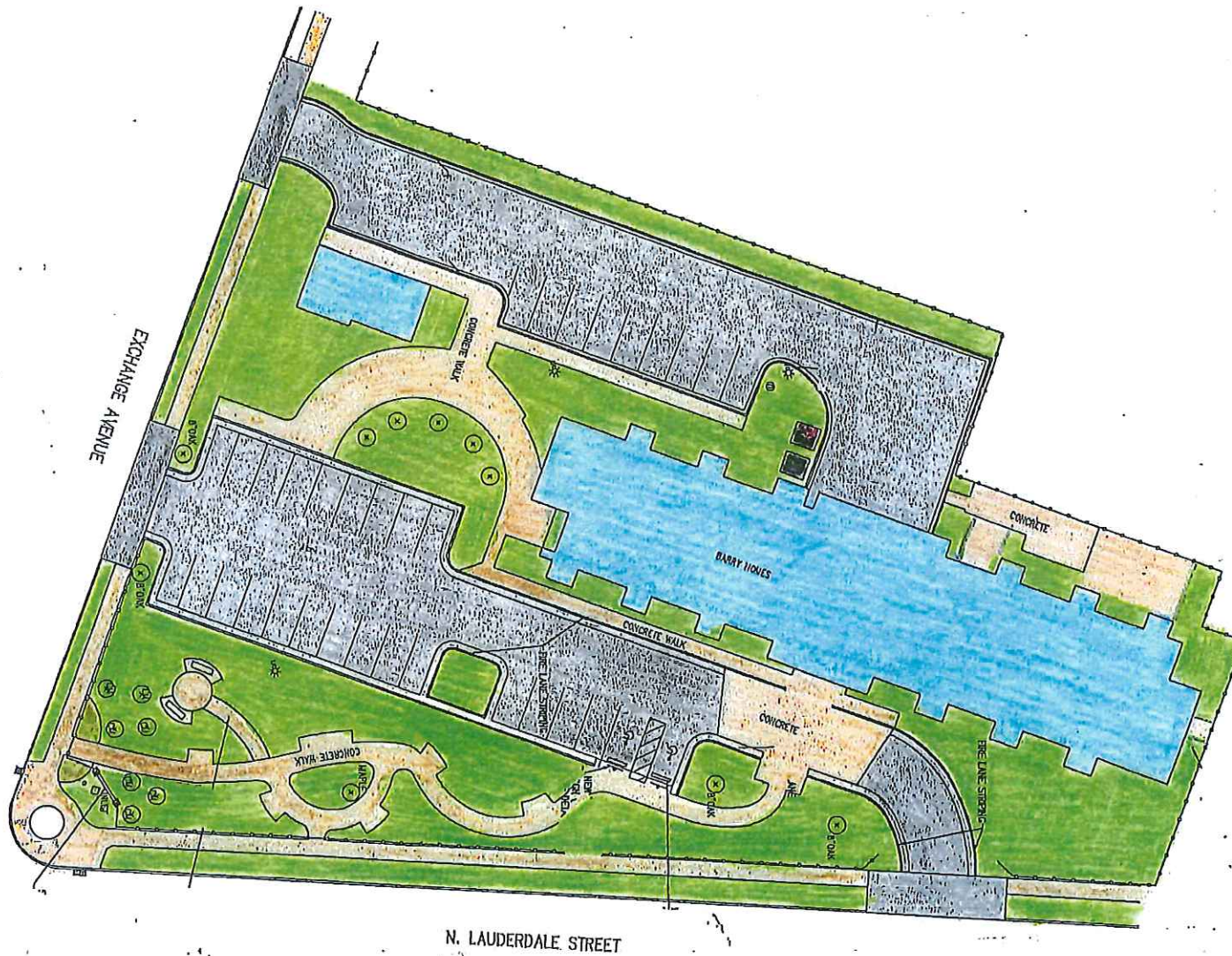
544-1182



BORDA TOWERS



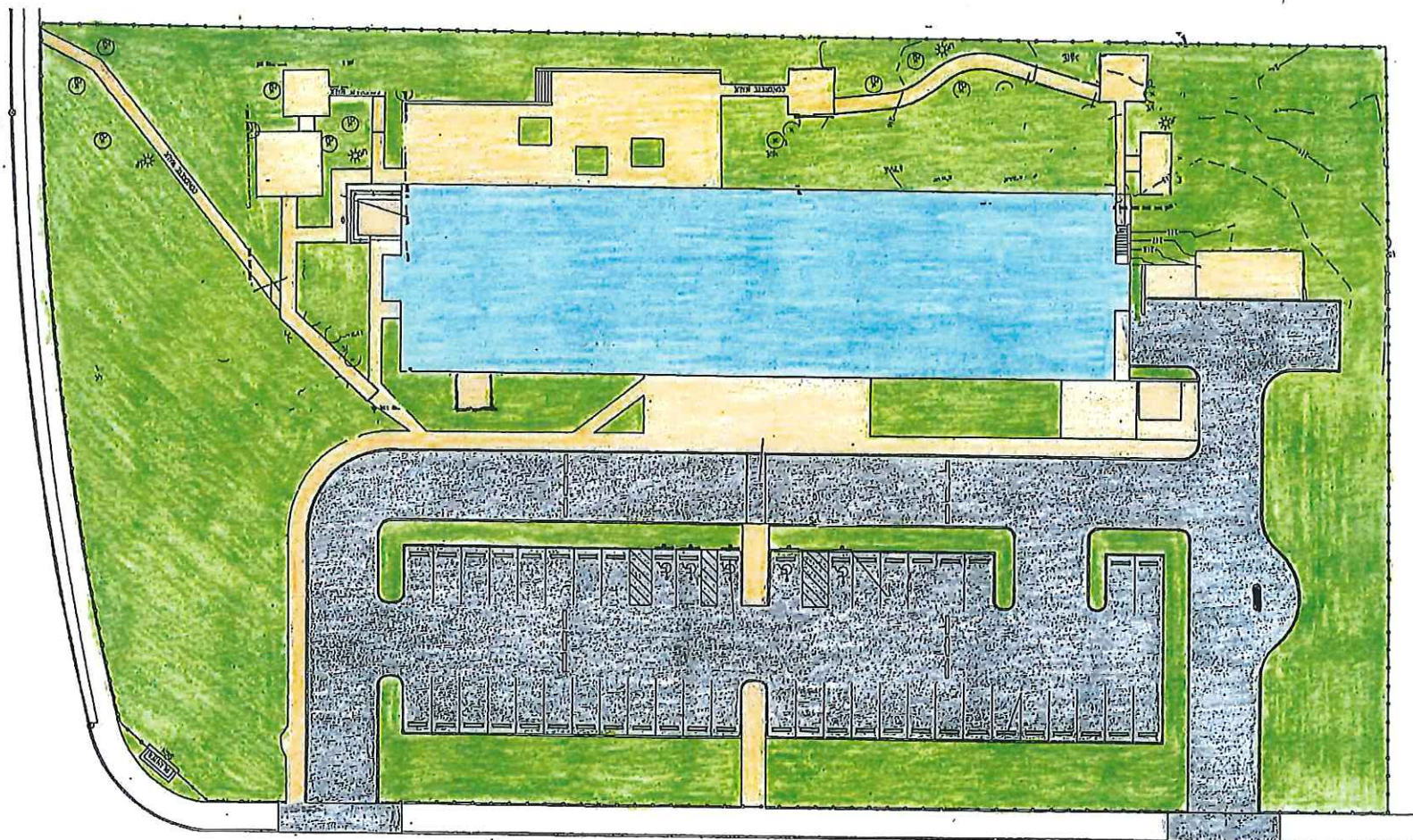
Memphis Housing Authority
700 Adams Avenue
Memphis, Tennessee 38105



BARRY HOMES



Memphis Housing Authority
700 Adams Avenue
Memphis, Tennessee 38105



VENSON CENTER



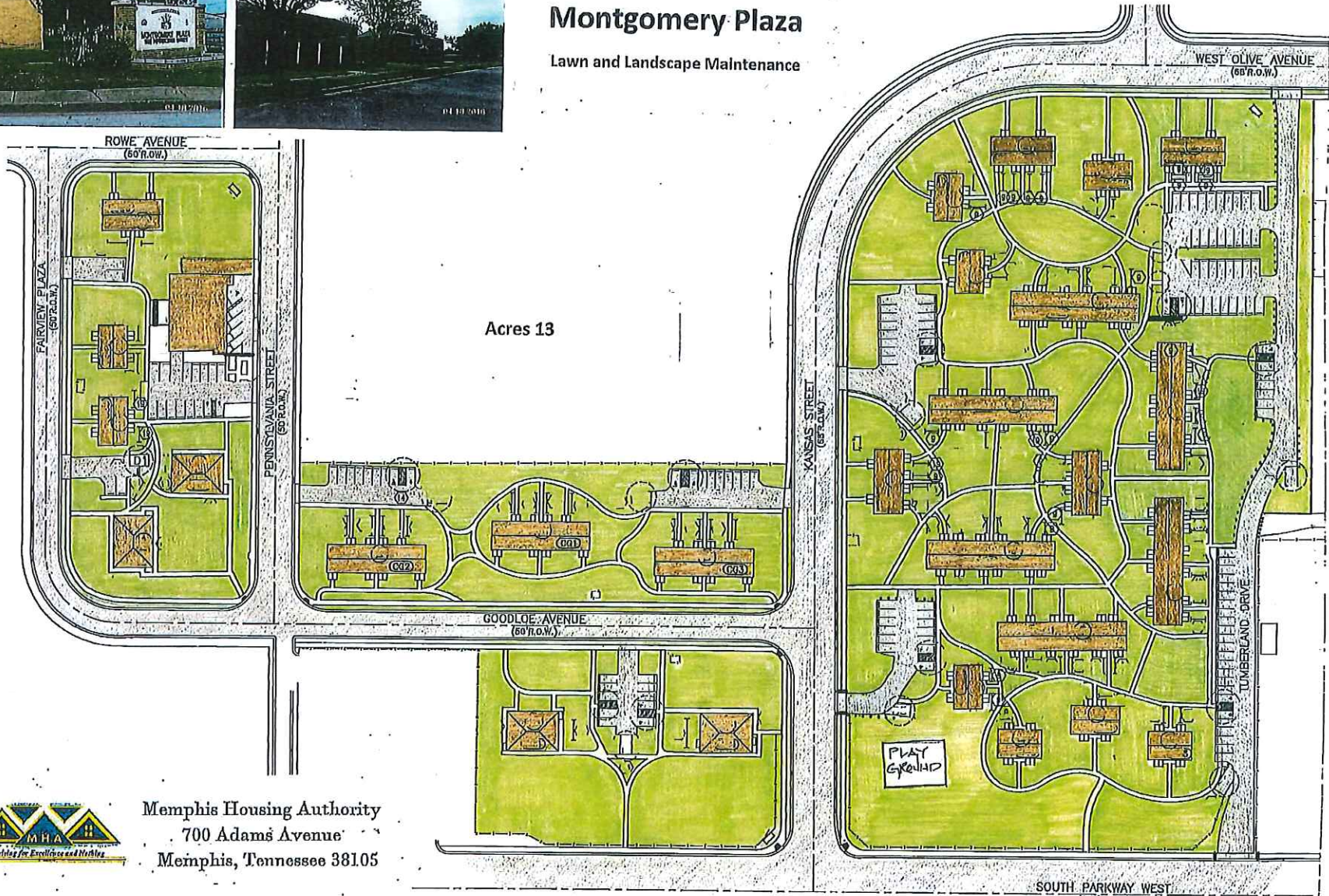
Memphis Housing Authority
 700 Adams Avenue
 Memphis, Tennessee 38105



Montgomery Plaza

Lawn and Landscape Maintenance

Acres 13



Montgomery Plaza

Lawn and Landscape Maintenance



Memphis Housing Authority
700 Adams Avenue
Memphis, Tennessee 38105



G.E. Patterson Pointe

Lawn and Landscape Maintenance



1A SITE PLAN - G.E. PATTERSON POINTE (TN1-08)

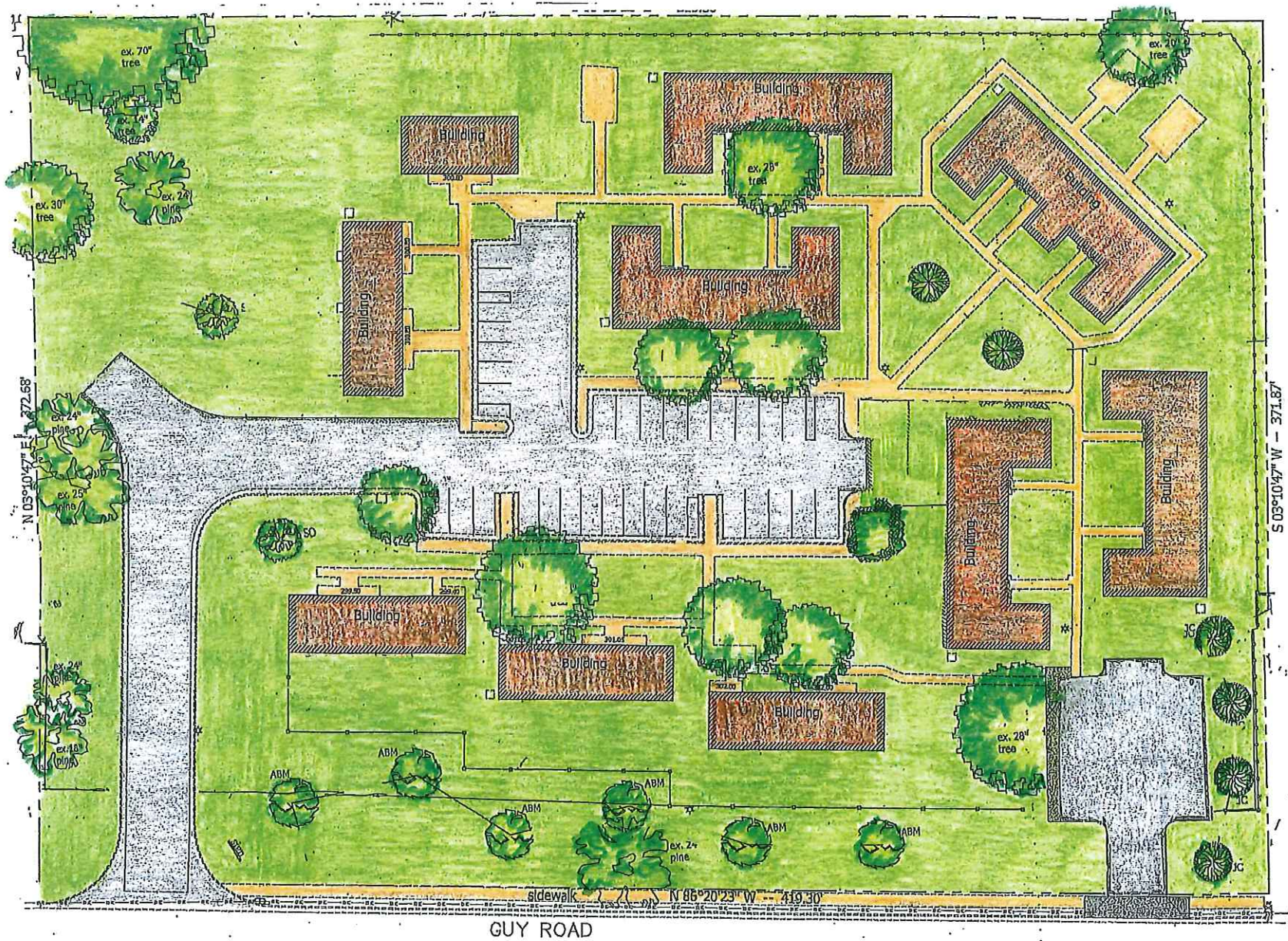


Acres 5.8



Memphis Housing Authority
700 Adams Avenue
Memphis, Tennessee 38105

G.E. Patterson Pointe
Lawn and Landscape Maintenance



KEFAUVER TERRACE



Memphis Housing Authority
 700 Adams Avenue
 Memphis, Tennessee 38105