CONTRACT ROUTING FORM

1. **Complete the information below BEFORE printing and completing items 2 through 7.** Items in red are required.
   Department: **Facilities/Maintenance**
   Department contract file name (use effective date): **20160315**
   Project Code: Click here to enter text.
   Contract type: **Contract**
   Contracted Services/Goods: **mowing for Solid Waste; Parks; Water**
   Contract Component: **Master**
   Change Order Number/Addendum Number: Click here to enter text.
   Vendor Name: **Green Revival Landscaping**
   Effective Date: **4/1/2016**
   Approved by: **Commissioners**
   Ending Date: Click here to enter a date.
   Total Amount: Click here to enter text.
   Account # charged: Click here to enter text.
   Special Terms: Click here to enter text.
   Reminder Date: Click here to enter a date.
   Reminder Email to: Click here to enter text.
   Reminder Reason: Click here to enter text.
   Vendor ID: Click here to enter text.
   Vendor Contact Name: Click here to enter text.
   Vendor Email: Click here to enter text.
   Vendor Address: Click here to enter text.
   Vendor Phone #: Click here to enter text.
   Archive Date: Click here to enter a date.

2. Department Head or his/her designee has read the contract in its entirety.
   By: _____(Department Head signature required)

3. County Attorney has reviewed Yes ☐

   △ If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical Advisor has signed the contract. Yes ☐ No ☐

5. Vendor has signed the contract. Yes ☑ No ☐

6. Vendor has provided E-Verify Affidavit. Yes ☐ No ☐

7. A budget amendment is necessary before approval. Yes ☐ No ☐
   If budget amendment is necessary, please attach to this form.

8. Approval

   ☐ Requires approval by the BOC - contracts over $100,000.00. Follow Board submission guidelines.

   ☐ Requires approval by the Manager – contracts $100,000 or less.

9. Submit to Deputy Clerk.

Deputy Clerk's Office Only

☐ Finance Officer has signed the contract
☐ The Finance Officer is not required to sign the contract

NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this 21 **day of** March, **2016** by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "County"), and Green Revival Landscaping (hereinafter referred to as "Contractor").

WHEREAS, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor's industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. Term of Agreement: The initial term of this Agreement commenced on **April 1, 2016** and shall end on or before **July 1, 2017**.

2. Scope of Service**:** The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.

3. Compensation: As compensation for the services to be provided by Contractor, the County shall pay the Contractor the amount **$148,087** payable within thirty (30) days from receipt of invoice, or as otherwise set forth in Appendix 1.

4. Insurance: Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage
Worker's Compensation
Statutory Limits

General/Professional Liability
$100,000 bodily injury per person (BI)
$500,000 bodily injury per occurrence (BI)
$100,000 property damage (PD)

Automobile Liability
$250,000 bodily injury per person (BI)
$100,000 property damage (PD) or

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement.

Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the County or its designated legal counsel, accountants or practice management consultants any information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

7. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

8. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

9. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County
Attn: Renee Paschal
Post Office Box 1809
Pittsboro, North Carolina 27312

Green Revival Landscaping
Attn: Phill Marsh
1204 Greensboro Avenue
Siler City, North Carolina 27344

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

10. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

11. Modifications: This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

12. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement. In the event of a conflict between any provision of this Agreement, and any provision or provisions contained in Appendix 1 or any document attached thereto or referenced therein, the provision contained in this Agreement shall control.

13. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

14. Termination: This Agreement may be terminated as follows:

(i) Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be

terminated by the County for default. Grounds for termination for default shall include, but not be limited to:

(a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
(b) Failure to maintain equipment in accordance with the requirements of the this Agreement and with all laws.
(c) Lack of proper insurance as required under this Agreement.
(d) Charging rates or fees in excess of those provided in this Agreement.
(e) Inefficient, or unsafe practices in providing services.
(f) Other actions which impact unfavorably on the faithful performance of this Agreement.

(ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor those costs directly attributable to services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

15. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the Chatham County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

16. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.

17. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

(The remainder of this page intentionally left blank)

18. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Vicki McConnell, Finance Director

Chatham County:

By: _____
Renee Paschal, County Manager

Contractor

By: _____
Phill Marsh, Owner
Green Revival Landscaping
1204 Greensboro Avenue
Siler City, North Carolina 27344
Phone: 919-799-8694
Email:

APPENDIX 1

SCOPE OF WORK

PROJECT NAME: Mowing/Landscaping of Waste Management, Water Utility, and Recreation

SCOPE OF SERVICE: See Attached

TOTAL COSTS: which includes all Reimbursables. $148,087

COMPLETION DATE: On or before July 31, 2017

	FY 2015-16	FY 2016-17	Total Contract Estimate
Waste Management	1,680.00	10,880.00	12,560.00
Water Utility	7,560.00	22,590.00	30,150.00
Recreation	31,757.00	73,620.00	105,377.00
	(14,265) Budget Deficit		
Estimate 15 Month contract award			148,087.00

PARK AND RECREATION MOWING SITES Y.R. 2016-17

LOCATION NAME	ADDRESS	DESCRIPTION	FREQUENCY	Bid per 1 Frequency	Vend. 1 Green Revival
Park at Briar Chapel	Andrew Store Rd.	4 athletic fields mow height 1 1/2" inches	Weekly		200
		Regular mow field height of 1 1/2" inches around ponds and common grounds.(See description below).	Weekly		700
		Ball Fields additional mow only as needed to maintain field height not to exceed 3" inches.	As Needed		50
		Cleaning up leaves in mow areas in early November	Seasonal Request		200
Northeast Park	5408 Big Woods Rd	2 athletic fields mow height 1 1/2" inches	Weekly		100
		Regular mow field height of 1 1/2" inches around ponds and common grounds.(See description below).	Weekly		230
		Ball Fields additional mow only as needed to maintain field height not to exceed 3" inches.	As Needed		50
		Cleaning up leaves in mow areas in early November	Seasonal Request		200
Northwest Park	2413 Woody Store Road	Regular mow field height of 2 1/2" inches multipurpose area, around ponds and common grounds.(See description below).	Weekly		330
		Cleaning up leaves in mow areas in early November	Seasonal Request		200
Earl Thompson Park	173 Bynum Hill Rd.	1 athletic field mow height 2 1/2" inches	Weekly		50
		Regular mow field height of 2 1/2" inchescommon grounds.(See description below).	Weekly		75
		Ball Field additional mow only as needed to maintain field height not to exceed 3" .	As Needed		50
		Cleaning up leaves in mow areas in early November	Seasonal Request		60
Southwest Park	15124 NC Hwy 902	1 athletic field mow height 2 1/2" inches	Weekly		200
		Regular mow field height of 2 1/2" inches all common grounds.(See description below).	Weekly		60
		Ball Field additional mow only as needed to maintain field height not to exceed of 3" inches.	As Needed		200
		Cleaning up leaves in mow areas in early November	Seasonal Request		

•Regular mow description: Trim/edge mulch tree rings, trees, lt.poles, grill legs, picnic table legs, fence line, sidewalks, trails, parking bumpers, trash cans, side of building,s etc.

***Blow grass clippings off entire paved area (sidewalks, trails, tennis courts, picnic shelter,etc.**

•Avoid lawn care work when possible on Saturdays and Sundays and after 4:30 p.m.

•Repair any damages such as ruts or sprinkler head damages caused by contractor.

***"As needed" mowing will be determined by the County**

WATER UTILITY GROUP MOWING SITES
BID FORM - RETURN IF BIDDING

Location	Address				Frequency	Quote per Visit	Details	Ven 1 Green Revival
Water Treatment Plant (WTP)	290 Beaver Creek Road	Apex	NC	27502	Every Two Weeks		Mow entire site, Weed eat around all structure (Keep structures clean) and Spray weeds in all areas that are not grass.	225
WTP Lagoon Easement	291 Beaver Creek Road	Apex	NC	27503	Monthly			250
Maintenance Shop	82 County Services Road	Pittsboro	NC	27312	Every Two Weeks			45
Ballfield 500,000 Gallon Pedisphere Tank	3037 Jack Bennett Road	Chapel Hill	NC	27517	Every Two Weeks			45
Governors Club 1,100,000 Gallon Standpipe Tank	13027 Morehead	Chapel Hill	NC	27517	Monthly			50
Briar Chapel 1,000,000 Gallon Multi-Column Tank	38 Great Ridge Parkway	Chapel Hill	NC	27517	Every Two Weeks			45
Alex Cockman 750,000 Gallon Multi-Column Tank	1122 Alex Cockman Road	Pittsboro	NC	27313	Every Two Weeks			45
Harpers Cross Road 100,000 Gallon Standpipe Tank	9596 Siler City Gleandon Road	Bear Creek	NC	27208	Every Two Weeks			45
Bennett 100,000 Gallon Standpipe Tank	4009 Chatham Street	Bennett	NC	27208	Every Two Weeks			45
Bonlee 200,000 Gallon Standpipe Tank	1470 Elmer Moore Road	Bear Creek	NC	27207	Monthly			50
Moncure 75,000 Gallon Multi-Column Tank	233 Water Tower Road	Moncure	NC	27559	Monthly			50
3M 300,000 & 500,000 Gallon Multi-Column Tanks	255 Joe Womble Road	Moncure	NC	27559	Every Two Weeks			45
3M North Booster Pump Station	36 Mt. View Church Road	Moncure	NC	27559	Monthly			50
3M South Booster Pump Station	2452 Walter Bright Road	Sanford	NC	27330	Monthly			50
Durham Interconnect (Booster Pump Station)	3307 Farrington Point Road	Chapel Hill	NC	27517	Monthly			50
Gulf-Goldston Booster Pump Station	9594 Old US 421	Bear Creek	NC	27208	Monthly			50
902 Booster Station	4143 US Hwy 902	Pittsboro	NC	27313	Every Two Weeks			45
Nature Trail Standpipe Tanks	34 Dogwood Knoll	Chapel Hill	NC	27517	Monthly			50
Highway 64 East Right-of-Way	From North Fire Department #16 to WTP				Monthly		Bush Hog entire site	50
Highway 64 East Right-of-Way Easement	Behind Heritage Point Subdivision				Monthly		Bush Hog entire site	50
George Womble Site Right-of-Way	Haw River crossing on Pea Ridge Road				Monthly		Bush Hog entire site	150
Mt. Gilead Church Road Right-of-Way	Mt. Gilead Church Road				Every Two Weeks		Mow entire site	45
Monterrane Subdivision	Valley Lane, Pittsboro				Every Two Weeks		Mow entire site	45
Monterrane Phase 3	Valley Lane, Pittsboro				Every Two Weeks		Mow entire site	45
Silk Hope Master Meter	US 64 just before Progress Blvd.				Every Two Weeks		Mow entire site	45
Legacy/Presserve Easement	Bear Tree Creek/Ruffed Grouse Intersection, Pittsboro				Every Two Weeks		Mow entire site and trim shrubs	45
								1710

Solid Waste and Recycling Mowing Group
Fiscal Year 16-17
Bid Form for SW Group
(return if bidding on this group)

COUNTY PROPERTY	ADDRESS	COMMUNITY	Closed Wed	Frequency	Bid per 1 Frequency	Ven 1 Myers	Green Revival	Ven 3
Wm. Admin. Office	28 County Services Rd	Pittsboro	NO	Bi-Weekly		160	**70**	
Scales House Area/Old County Garage	811 Renaissance Drive	Pittsboro	NO	Bi-Weekly		120	**70**	
Asbury	34 Mt. View Church Rd	Moncure	YES	Weekly		80	**70**	
Bennett	3142 Bennett-Siler City Rd	Bennett	YES	Weekly		80	**70**	
Bonlee	1528 Elmer Moore Rd	Bonlee	NO	Weekly		120	**70**	
Cole Park	11632 Us 15/501	Chapel Hill	NO	Weekly		120	**70**	
Crutchfield X Rds.	4030 Silk-Hope Rd	Snow Camp	YES	Weekly		80	**70**	
Goldston	7285 Pittsboro-Goldston Rd	Goldston	YES	Weekly		80	**70**	
Hadley	65 East Perry Rd	Pittsboro	YES	Weekly		80	**70**	
Harpers X-Roads	19921 NC Hwy 902	Bear Creek	YES	Weekly		80	**70**	
Martha's Chapel	24 Gardner Rd	Apex	YES	Weekly		80	**70**	
Moncure	2855 Old Us 1	Moncure	YES	Weekly		80	**70**	
Pittsboro	180 Martin Luther King Bvld.	Pittsboro	NO	Weekly		120	**70**	
Siler City East	135 Silk Hope Rd	Siler City	NO	Weekly		120	**70**	
						1400	**980**	

*****SPECIFIC ADDITIONS MUST BE INCLUDED IN YOUR BID**

Minimum requirements for lawn care contract:

1. Remove paper from grass area prior to cutting grass.
2. Cut grass as needed March through November (approx. one time/week).
3. Trim around all fixed objects, such as poles & buildings.
4. Blow off entire paved area after each cutting.
5. ***Weed flowerbeds at least two (2) times during this time period.(included in quote)***
6. ***Trim shrubs at least three (3) times during this time period.(included in quote)***
7. Lawn care work shall be performed at the centers closed on Weds, on Weds.
8. Avoid lawn care work when possible on Saturdays and Sundays (busiest days).
9. Repair any damages such as ruts caused by contractor (if to wet to mow let County know).
10. Lot sizes vary from center to center.
11. If limbs down please remove them and if too large to remove let County know.
12. During extreme drought periods the mowing frequency may be reduced.