

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): Green Revival Landscaping_1910_20190617

Project Code: [Click here to enter text.](#)

Contract type: Agreement

Contracted Services/Goods: County Maintained Buildings Mowing Contract

Contract Component: Master

Change Order Number/Addendum Number: [Click here to enter text.](#)

Vendor Name: Green Revival Landscaping

Effective Date: 7/1/2019

Approved by: County Manager

Commissioner Approval Date: 06172019

Ending Date: [Click here to enter a date.](#)

Total Amount: \$81,395.00 annually

Is this contract funded by federal dollars? Yes No

2. Department Head or his/her designee has read the contract in its entirety.

By:  (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



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/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00, contracts longer than three years and leases longer than one year. Follow Board submission guidelines.

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

8. Submit to Clerk.

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 GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into by and between Chatham County ("County"), and Green Revival Landscaping ("Contractor").

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

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

NOW THEREFORE, in consideration of the premises and the mutual agreement described below, the parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on **July 1, 2019** and end on or before **June 30, 2020**, unless terminated as hereinafter set forth. The contract may be extended, at the County's option, for two additional one year terms.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by Contractor, the County shall pay the Contractor the sum of **\$81,395.00**, payable within thirty (30) days from receipt of proper invoice, or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Automobile Liability</u>	<u>General /Professional Liability</u>
Worker's Compensation	\$250,000 bodily injury per person	\$100,000 bodily injury per person
Statutory Limits	\$100,000 property damage	\$500,000 bodily injury per occurrence \$100,000 property damage

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 confidential 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. **Intellectual Property owned by Contractor.** This Agreement is subject to the North Carolina public records law, and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152. Contractor should consult legal counsel before signing this document if Contractor is unsure of its intellectual property status under these statutes.
7. **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.

8. 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.

9. 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.

10. 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: County Manager
Post Office Box 1809
Pittsboro, North Carolina 27312
919-542-8200

Green Revival Landscaping
Attn: Phil Marsh
1204 Greensboro Avenue
Siler City, NC, 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 provisions of this paragraph.

11. 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.

12. Modifications: This Agreement may be amended or modified only 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.

13. 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.

14. 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.

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

- (i) Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance and with all laws.
 - (c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
 - (d) Failure to maintain the insurance required by this Agreement.
 - (e) Charging rates or fees in excess of those permitted under in this Agreement.
 - (f) Inefficient, or unsafe practices in providing Services.
 - (g) The material breach of any provision of this Agreement.
- (ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior 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 provision of this Agreement. In the event of such termination the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. 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 the loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

16. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the Chatham County Board of 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.

17. 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.

18. 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.

19. State and Federal Requirements; County Terms and Conditions: by signing this Agreement Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractors are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at this link: <http://www.chathamnc.org/finance>. A hard copy of the Terms and Conditions is available upon request

20. Controlling Document. In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

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

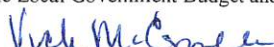
Chatham County:

By: 
Mike Dasher, BOC Chairperson

Contractor

By: 
Green Revival Landscaping
Phil Marsh

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


Vicki McConnell, Finance Director

APPENDIX 1

SCOPE OF WORK

PROJECT NAME: Facilities & Construction Mowing

SCOPE OF SERVICES: See attached spreadsheet with facilities covered by this contract.

TOTAL COSTS: which includes all Reimbursables: \$81,395.00 (annually with the possibility of 2 additional annual renewals)

COMPLETION DATE:

**Request for Bids Mowing Chatham County Properties
Four Divisions: Public Buildings, Water & Utility, Solid Waste & Recycling, and Parks and Recreation**

Mandatory Pre-Bid Meeting

Wednesday, April 17, 2019 at 9:00 AM, Chatham County Agriculture and Conference Center (CCACC), 1192 US64 W, Pittsboro, NC 27312.

Bid Opening

April 30, 2019 sharply at 2:00 PM EST in auditorium, (basement level) at 65 E Chatham St., Pittsboro, NC 27312

	C&C Property Maintenance	Green Revival Landscaping	Haw River Landscaping	Norton Lawn Care
Attended Mandatory Pre-Bid Meeting	Yes	Yes	Yes	Yes
Attended Bid Opening	No Bid	No	Yes	No
Bid Page 1 Included		Yes	Yes	Yes
Bid Page 2 Included		Yes	Yes	Yes
Unit Pricing				
<i>Labor to spread mulch per 10 CY's (cost of the mulch material to be separate)</i>		300.00	250.00	50.00
<i>Hourly rate to include labor and equipment for weed-eating</i>		60.00	44.00	50.00
<i>Hourly rate to include labor and equipment for hedge trimming</i>		60.00	60.00	50.00
<i>Hourly rate for a laborer to perform additional requested work</i>		60.00	44.00	50.00
<i>Hourly rate to include labor, equipment, and material for herbicide application</i>		90.00	65.00	50.00
Bid Page 3 Included		Yes	Yes	Yes
Bid Public Buildings		Yes	Yes	No
Bid Water Utility		Yes	Yes	No
Bid Solid Waste & Recycling		Yes	Yes	Yes
Bid Recreation		Yes	Yes	No

Open, Read & Recorded By: Cacie Langley, Financial Operations Specialist, Chatham County
Verified by: Rebecca Squires, Chatham County Finance

Public Buildings & Facilities Group Mowing Sites

Location	Address	Frequency	Hours Available for Mowing	C&C Property Maintenance	Green Revival Landscaping	Haw River Landscaping	Norton Lawn Care
Historic Courthouse (traffic circle)	9 Hillsboro St. Pittsboro, NC 27312	Weekly	Daylight hours Monday to Saturday Trim sidewalks, not sprayed	No Bid	75.00	44.00	No Bid
Traffic Islands	At traffic circle	Bi-Monthly	Daylight hours Monday to Saturday	No Bid	75.00	44.00	No Bid
Courthouse Annex / Government Complex	12 East St. Pittsboro, NC 27312	Weekly	Parking Areas - After 5:00 PM, or Saturday Trim sidewalks, not sprayed	No Bid	140.00	75.00	No Bid
Agriculture Building extend back side to Dunlap parking lot	45 South St. Pittsboro, NC 27312	Weekly	Parking Areas - After 5:00 PM, or Saturday	No Bid	50.00	295.00	No Bid
Dunlap Building	80 East St. Pittsboro, NC 27312	Weekly	Parking Areas - After 5:00 PM, or Saturday	No Bid	50.00	50.00	No Bid
Chatham County Justice Center	40 E. Chatham St. Pittsboro, NC 27312	Weekly	Parking Areas - After 5:00 PM, or Saturday Trim sidewalks, not sprayed	No Bid	140.00	180.00	No Bid
Law Enforcement Center includes grass behind	297 West St. Pittsboro, NC 27312	Weekly	Parking Areas - After 5:00 PM, or Saturday Trim sidewalks, not sprayed	No Bid	175.00	180.00	No Bid
EOC Building	295 West St. Pittsboro, NC 27312	Weekly	Parking Areas - After 5:00 PM, or Saturday Trim sidewalks, not sprayed	No Bid	40.00	60.00	No Bid
Mobile Command unit Generator Enclosure	295 West St. Pittsboro, NC 27312	Monthly	Spraying	No Bid	20.00	20.00	No Bid
Social Services/ Health Education	102 Camp Dr. Pittsboro, NC 27312	Weekly	Parking Areas - After 5:00 PM, or Saturday	No Bid	140.00	180.00	No Bid
White House in front of DSS	Camp Drive Pittsboro, NC 27312	Bi-Monthly	Parking Areas - After 5:00 PM, or Saturday	No Bid	60.00	50.00	No Bid
Cora Counseling	40 Camp Dr. Pittsboro, NC 27312	Weekly	Parking Areas - After 5:00 PM, or Saturday	No Bid	50.00	50.00	No Bid
Siler City Health Dept.	1000 S. Tenth St. Siler City, NC	Weekly	Parking Areas - After 5:00 PM, or Saturday	No Bid	70.00	120.00	No Bid
Siler City Office Building	1105 E. Cardinal St. Siler City, NC	Weekly	Parking Areas - After 5:00 PM, or Saturday	No Bid	70.00	44.00	No Bid
Henry Siler School	502 W. 3rd Street Siler City, NC 27344	Bi-Monthly	Daylight hours Monday to Saturday	No Bid	125.00	160.00	No Bid

Location	Address	Frequency	Hours Available for Mowing	C&C Property Maintenance	Green Revival Landscaping	Haw River Landscaping	Norton Lawn Care
Siler City Business Park	Progress Blvd (Off 64 West) (both shoulders of the road) Siler City, NC.	Monthly	Daylight hours Monday to Saturday	No Bid	375.00	950.00	No Bid
MIS Building	158 West St. Pittsboro, NC	Weekly	Parking Areas - After 5:00 PM, or Saturday Trim sidewalks, not sprayed	No Bid	60.00	60.00	No Bid
Chatham County Detention Center	627 Renaissance Drive Pittsboro, NC	Weekly	Daylight hours Monday to Saturday	No Bid	250.00	225.00	No Bid
Animal Control Center	725 Renaissance Dr. Pittsboro, NC	Weekly	Daylight hours Monday to Saturday	No Bid	50.00	60.00	No Bid
County Garage	beside 725 Renaissance Drive. Pittsboro, NC 27312	Bi-Monthly	Daylight hours Monday to Saturday	No Bid	50.00	60.00	No Bid
Sewerline sprayfield	beside 725 Renaissance Dr. Pittsboro, NC 27312	Monthly	Daylight hours Monday to Saturday	No Bid	70.00	60.00	No Bid
Historic House	Corner of Small St. & Chatham St., Pittsboro, NC	Monthly	Daylight hours Monday to Saturday	No Bid	60.00	50.00	No Bid
Sheriff's Support Office Narc Div.	89 West Chatham St. Pittsboro, NC	Weekly	Parking Areas - After 5:00 PM, or Saturday	No Bid	50.00	60.00	No Bid
Goldston Library AND Veteran's Memorial	355 Goldston Glend. Rd Goldston, NC 27252	Weekly	Parking Areas - After 5:00 PM, or Saturday Trim sidewalks, not sprayed	No Bid	90.00	60.00	No Bid
Sheriff's Annex	118 West Street Pittsboro, NC	Weekly	Parking Areas - After 5:00 PM, or Saturday Trim sidewalks, not sprayed	No Bid	50.00	44.00	No Bid
Cole Park Sidewalk	11470 US 15-501 N Chapel Hill, NC 27517	Weekly	Parking Areas - After 5:00 PM, or Saturday Trim sidewalks, not sprayed	No Bid	100.00	350.00	No Bid
Performance Bldg.	964 East Street Pittsboro, NC	Weekly	Parking Areas - After 5:00 PM, or Saturday Trim sidewalks, not sprayed	No Bid	140.00	60.00	No Bid
Fire Tower Site	1062 Pittsboro Fire Tower Rd Pittsboro, NC 27312	Monthly	Spray inside fence and outer edge of fence. Trim walking parameter outside fence	No Bid	60.00	60.00	No Bid
Hart's Farm site	141 Mt Vernon Hickory Mountain Rd Siler City, NC 27344	Monthly	Spray inside fence and outer edge of fence. Trim walking parameter outside fence	No Bid	60.00	60.00	No Bid

Location	Address	Frequency	Hours Available for Mowing	C&C Property Maintenance	Green Revival Landscaping	Haw River Landscaping	Norton Lawn Care
Harper's Crossroads Site	9586 Siler City Glendon Rd. Bear Creek, NC 27207	Monthly	Spray inside fence and outer edge of fence. Trim walking parameter outside fence	No Bid	60.00	60.00	No Bid
Firing Range	End of Renaissance Dr., Pittsboro, NC	Monthly	Mowing and Trim	No Bid	90.00	85.00	No Bid
Impound Lot	End of Renaissance Dr., Pittsboro, NC	Monthly	Spray gravel area	No Bid	120.00	60.00	No Bid
Back up 911 Center	3670 Alston Bridge Rd Siler City, NC 27344	Bi-Monthly	Mow, spray, trim (need to call ahead for gate to be open)	No Bid	75.00	85.00	No Bid
911 Memorial Not on bid sheet	129 Sanford Road (Adjacent to Justice Center property)	Weekly	Mow, spray, trim	No Bid	-	-	No Bid
Suntrust Bank Building Not on bid sheet	192 West Street Pittsboro, NC 27312	Weekly	Parking Areas - After 5:00 PM, or Saturday Trim sidewalks, not sprayed	No Bid	-	-	No Bid
		Total		\$ -	\$ 3,090.00	\$ 4,001.00	\$ -

Contract Awards-Vendor	Dept	1 yr estimate	3 yr estimate	Total Contract Estimate
Green Revival Landscaping	Facilities	81,395.00	244,185.00	244,185.00
Norton Lawncare	SWR	29,520.00	88,560.00	88,560.00
Haw River Landscaping	Utilitiy	21,159.00	63,477.00	63,477.00
Recreation	Recreation	68,395.00	205,185.00	205,185.00
Total Estimates		200,469.00	601,407.00	601,407.00