

REQUEST FOR PROPOSAL

CONTRACTING AGENCY:

CAMDEN COUNTY, NORTH CAROLINA

LANDSCAPE SERVICES CONTRACT

Proposals For: _____

Professional Lawn & Grounds Maintenance of Right-of-Way Areas inclusive of NC HWY 158, Intersection of NC HWY 158 & Country Club Drive, Intersection of NC HWY 158 & Upton Road, Intersection of NC HWY 158 & NC HWY 343 and Intersection NC HWY 158 & NC 34

RESPONSE INFORMATION

Bids subject to the conditions made a part hereof will be received by the Camden County Manager's Office until 4:00pm on July 1, 2020.

Questions concerning the RFP
Camden County Parks & Recreation Department
c/o Timothy White, Director
PO Box 190
Camden, NC 27921
twhite@camdencountync.gov
252.338.1919 x239

Issuance of this Proposal does not constitute a commitment on the part of Camden County to award or execute a Contract. Camden County retains the right, in its sole discretion, at any time to reject any or all bids and to cancel or cancel and reissue a Proposal, before or after receipt and opening of bids in response thereto, or take any other actions it considers in its discretion to be in the best interest of the County.

The Bid Submittal Package and instructions are included in the Request for Proposals

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PROJECT SPECIAL PROVISIONS

PROJECT

Landscape Maintenance Service Contract for Professional Lawn & Grounds Maintenance of Right-of-Way Areas inclusive of NC HWY 158, Intersection of NC HWY 158 & Country Club Drive, Intersection of NC HWY 158 & Upton Road, Intersection of NC HWY 158 & NC HWY 343 and Intersection NC HWY 158 & NC 34

SCOPE OF CONTRACT

Camden County (hereinafter referred to as "County") is seeking the services of a landscape/grounds maintenance company to provide professional lawn and grounds maintenance consisting of but not limited to labor, supervision, equipment and supplies as specified herein. The intent of these specifications and requirements is to state and define the terms and conditions under which the Contractor shall provide the management, supervision, and manpower capable of performing work at the highest standards of horticultural excellence necessary to provide these services in a professional and workmanlike manner. This document is intended as a benchmark of the County's minimum standards for right of way and intersection lawn and grounds maintenance.

This proposal, as written, is to be binding by the County and the Contractor.

CONTRACT TIME AND COMPLETION DATE

The date of availability for this contract will be July 7, 2020. The completion date for this contract is June 30, 2021.

This project is to be awarded, if the award is to be made in the discretion of the County, within thirty (30) days after the opening of bids.

Extension of Contract: At the sole option and discretion of the contracting agency, Camden County, and upon written notification, this contract may be extended for four (4) additional periods, one (1) year each, unless a shorter time is mutually agreed upon by the parties, (maximum of five (5) years total). The lump sum bid price may increase for each one (1) year extension of the current price due to material and labor inflation costs. Upon receipt of notification, the Contractor will be given fifteen (15) days to reply as to acceptance or rejection of an extension. If a reply is not received from the Contractor within fifteen (15) days, the County reserves the right not to extend.

No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Contractor will be notified ninety (90) days before expiration of the contract if the County chooses not to offer an extension.

AUTHORITY OF THE COUNTY REPRESENTATIVE

The County Representative for this project shall be the Recreation Director, for Camden County, acting directly or through his duly authorized representatives. The Director will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

TYPE OF CONTRACT

This contract is for Professional Lawn and Grounds Maintenance. Contractors are to provide professional lawn and grounds maintenance services only. Please note that in order to be considered eligible to bid on these contracts, the Contractor will be required to have a current and valid Commercial Ground Applicator Pesticide License issued by the N.C. Department of Agriculture with a sub-classification of Ornamental and Turf (L) in the name of an actual employee of the company and the company name.

AWARD OF CONTRACT

“Camden County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest RESPONSIBLE, RESPONSIVE bidder without discrimination on the ground of race, color, or national origin”.

PROPOSAL FORMAT

1. The proposal shall be prepared in accordance with the format listed below; noting that the total response submitted should not exceed 50 pages, exclusive of appendices. Legibility, clarity, and completeness are essential. Please be comprehensive, but brief.
2. Title Page: Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, and date.
3. Profile of Firm: Provide a brief overview of your firm, including size of organization, description of organizational structure, and organizations experience in serving governmental organizations.
4. Approach
 - a) Briefly state your understanding of the work to be performed
 - b) Indicate the scope of the proposed approach and techniques to be used to successfully accomplish the requested services.
 - c) Provide detailed specifications regarding materials, products and controls proposed to be utilized during the performance of the contract.
 - d) Include TOTAL Annual cost for the proposed services
6. References: Please provide a minimum of three (3) organizations that may be contacted for reference, including name, title, and contact information for each. Also note types of services provided to each organization listed. This section may be included as an Appendix.

ELIGIBILITY OF PROPOSALS

All eligible proposals will be evaluated and acceptance made of the bid judged in the discretion of the contracting agency to determine the lowest responsible, responsive bidder for the purpose intended. The Contracting Agency using its discretion, will determine whether a bidder is a "responsible and responsive" bidder. In determining whether a bidder is responsible and responsive, the Contracting Agency will evaluate, the bid price, completeness and content of the bid, Bidder's experience, ability of the Bidder and staff to perform the services required, Bidder's past performance, references, operations plan including completed personnel and materials outlines, and Bidder's financial stability. After opening bids and prior to award, the Contracting Agency may also seek additional information from any or all bidders regarding the

bidder's proposal, qualifications, experience, and ability to perform the required work prior to determining whether a bidder is a "responsible" bidder. No changes in bid price or price negotiations will be allowed after bids are opened and prior to an award. After the Contracting Agencies evaluation, the award of the contract, if awarded, will be made to the lowest responsible, responsive bidder. The lowest responsible, responsive bidder will be notified that his bid has been accepted and that he has been awarded the contract. If a Bidder is awarded a contract, he/she will be expected to perform the work. Failure to perform may result in the Bidder being held in default of contract. In the event of default, the County may, in its discretion, contact the next lowest responsible bidder to determine whether that next lowest responsible bidder is willing and able to complete the contract at its bid price.

Any formal protest to any proposed bid shall be made in writing to the County Manager for the project within five (5) days of bid opening and shall clearly indicate that it is a "bid protest." The County Manager will evaluate the protest and determine, in his/her discretion, whether any further action should be taken. Further action may consist of, but not limited to, seeking additional information and/or clarification from any and all bidders regarding the alleged complaint/protest, rejecting any or all bids, finding any or all bids irregular, finding any or all bidders "not responsible", holding a possible informal meeting to discuss the protest, or other actions in the discretion of the County Manager. After further evaluation, and prior to award, if any, the County Manager will notify the protesting party what further action, if any, will be taken with regard to the protest. All awards are final and are not subject to further review.

PREQUALIFICATION

The County encourages and promotes the growth, development, and continuation of competent Contractors that can perform the work necessary under this contract. The County's procurement process is built on the principle of competition. The County believes that the specifications and requirements under this contract are reasonable to satisfy the need for services requested, but are not unduly restrictive, in order to encourage competition in the open market. In furtherance of these principles, bidders are not required to be prequalified for this contract. All references to "prequalification" of bidders are hereby waived for this contract.

INSURANCE

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes

damage to others for which the County is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the County provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the County an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. Camden County shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the County as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the County. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

The Contractor shall take out and maintain during the life of this contract Worker's Compensation Insurance for all of his employees employed at the site(s) of the project, in the amounts required by law. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees employed at the site(s) of the project, unless such employees are covered by the protection afforded by the Contractor.

Pursuant to N.C.G.S. § 97-19, all contractors of Camden County are required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93.

The contractor shall defend, indemnify and hold harmless Camden County, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of Camden County or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and Subcontractors performing work covered by this contract from claims for damage or property damages which may arise from operations under this contract. This insurance shall protect the Contractor whether such operations are done by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

Proof of insurance from the Insurance Company as described above, for the period of the contract, shall be furnished to the County prior to beginning of service. In addition to proof of insurance, the Contractor's policy shall include provisions whereby the Insurance Company will notify the County thirty (30) days prior to the policy being cancelled.

SUBLETTING OF CONTRACT

All work as outlined under this contract shall be performed by employees of the Contractor or by an approved Subcontractor. Any requests for subcontracting must be submitted in writing to the Director a minimum of thirty (30) days prior to the proposed implementation of the subcontract.

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof; or of his right, title, or interest therein; without written consent of the Director. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 75 percent of the total original contract amount.

An assignment by operations of law or assignment for the benefit of creditors, or the bankruptcy of the Contractor, shall not vest any right in this contract in the Trustee in bankruptcy, the Contractor's creditors, or the agent of the creditors.

A Subcontractor shall not sublet, sell, transfer, assign, or otherwise dispose of his contract with a Contractor or any portion thereof; or of his right, title, or interest herein; without written consent of the Director. In the event of an assignment by operations of law or the bankruptcy of the Subcontractor, the Contractor shall have the right, power, and authority, in its discretion, without violating the contract or releasing the Surety, to terminate the subcontract. An assignment by operations law or assignment for the benefit of creditors or the bankruptcy of the Subcontractor shall not vest any right in this contract in the Trustee in bankruptcy, nor the Subcontractor's creditors or agents of the creditors.

The approval of any subcontracts will not release the Contractor of his liability under the contract and bonds, nor will the Subcontractor or the second tier Subcontractor have any claim against Camden County by reason of the approval of the subcontract.

Failure of the Contractor to comply with any of the provisions of this article may be justification for disqualifying the Contractor from further bidding.

PERFORMANCE OF WORK

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract. The aesthetic appearance of the site and its reflection on Camden County as well as the safety and convenience of the public is the essence of the service.

TEMPORARY SUSPENSION OF THE WORK

The Director or his representative will observe operations and may suspend work for unsafe activities or conditions. Work will not resume until the unsafe condition has been eliminated or

corrected. Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work, and potential for cancellation and default.

SITE INVESTIGATION AND REPRESENTATION:

By signing the proposal documents, the Contractor acknowledges that:

- (A) He understands the nature of the work and general and local conditions, particularly those bearing on transportation;
- (B) He is familiar with the availability and cost of labor and materials;
- (C) He will to adhere to State regulations for safety and security of property, roads, and facilities;
- (D) He is able to prosecute the work in accordance with all applicable local, state and federal rules and regulations, and;
- (E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility of any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor's negligence to familiarize himself with the contract or project site(s).

CONTRACT CANCELLATION POLICIES

Camden County shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract.

CANCELLATION BY COUNTY (DEFAULT)

The general reputation and performance of the Contractor is a reflection on Camden County. This contract may be cancelled at any time by reason of unsatisfactory performance, failure to maintain a valid pesticide license, or other default of the Contractor upon five- (5) day's prior written notice by the County

CONTRACTOR DEFAULT

When a Contractor defaults on an existing Maintenance and/or Professional Lawn and Grounds Maintenance Contract, the Contractor will not be considered for award of future contracts or extensions of current contracts, until the defaulted Contractor can demonstrate as indicated below that he/she is capable of meeting the requirements outlined in the new Maintenance and/or Professional Lawn and Grounds Maintenance Proposal.

After a period of one (1) year from the date of default notification, a defaulted Contractor is eligible to present to the County documentation that he/she is indeed capable of meeting the requirements outlined in the new Maintenance and/or Professional Lawn and Grounds Maintenance Proposal. Documentation shall consist of:

- 1) Affidavits from a minimum of three (3) contracting firms that the Contractor has provided satisfactory performance of comparable custodial and/or grounds services within the past year;
- 2) Affidavits from a minimum of three (3) suppliers that the Contractor has paid said suppliers in a timely manner as set forth by the suppliers within the past year; and
- 3) Audited financial statements from the past year verifying that the Contractor is in good financial standing.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

LAWS TO BE OBSERVED

In accordance with 107-1 of the NC DOT Standard Specifications. The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall indemnify and hold harmless the Camden County and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, by the Contractor or by his agents and employees.

RESPONSIBILITY FOR DAMAGE CLAIMS

In accordance with 107-14 of the NC DOT Standard Specifications. The Contractor shall indemnify and save harmless Camden County and its Council members, and its officers, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

SAFETY AND ACCIDENT PROTECTION

In accordance with 107-21 of the NC DOT Standard Specifications. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

LAWN AND GROUNDS MAINTENANCE OF WORK AREA

Description: The Contractor is to perform lawn and grounds maintenance operations as specified herein to insure the locations below are maintained in a safe, attractive, and clean, manner at all times. This contract includes all planted and undeveloped areas within the area boundaries.

NAME AND LOCATION OF WORK AREAS

The stretch of NC Hwy 158 from just west of the Camden Shell Service Station and extending to the NC Hwy 158/NC 34 Intersection. This represents a distance of approximately 2.75 miles and also includes the intersection at Country Club Drive, Upton Road and NC Hwy 343.

PROJECT PRE & POST WORK CONFERENCE

Pre-Work Site Review: The Contractor and Camden County personnel shall conduct a thorough review/inspection of the project site and scope of work as detailed in the contract.

Post-Work Site Review: On or just prior to the completion date of this contract, or in the event of default of contract or termination of contract, the Contractor and Camden County personnel shall conduct a thorough follow-up inspection of the work areas.

WORK AREAS

- A. The Contractor shall report all illegal activity to local authorities and the Director immediately. All unsanctioned activity shall be reported to the Director immediately.
- B. The Contractor is cautioned concerning the following items:
 - 1. Do not get confrontational with any travelers.
 - 2. Do not make telephone calls for assistance, except for medical emergency or for law enforcement assistance.
 - 3. Do not attempt to be emergency medical personnel unless certified to do so. In case of emergencies, contact local emergency services.
 - 4. Do not bring any illegal drugs, alcohol, guns, knives, explosives, or incendiary devices onto the work site(s).
 - 5. Do not attempt to be a law enforcement officer. Contractor's personnel shall cooperate with duly constituted law enforcement officers in the performance of their duties.
 - 6. Do not give permission for any activities to be conducted at the work site.
 - 7. Do not perform mechanical work on anyone's vehicle.
 - 8. Do not recommend any specific service station, garage, restaurant, motel, campground or other commercial enterprise.
- C. Employees will not be allowed to have family members, friends, etc. visiting (hanging around) the work site while employees are on duty.
- D. The Contractor will not be permitted to set up temporary utility building(s), trailer(s), vehicles, etc. for storage, office, etc. Needed materials and equipment should be brought with the Contractor on each site visit. Under no circumstances shall the County be responsible for any theft, vandalism, or damage to the Contractor's equipment or materials.

PERSONNEL REQUIREMENTS

- A. General: During performance of the contract, the Contractor shall provide qualified and trained personnel capable to satisfy all the requirements of this contract. The Contractor is to make a review of the contract requirements for work included herein and in conjunction with actual job site conditions. The required staffing shall not be less than specified; however, the Contractor is responsible for all work included herein. While on duty, Contractor's personnel shall work consistently on the duties as described herein.

The Contractor is required to have a valid North Carolina Ground Applicator Pesticide License with Ornamental and Turf pest control sub-classification, issued by the NCDA, in Contractor's (an actual employee of the company) name and the company name, throughout the term of this contract. Failure of the Contractor to maintain a valid license shall be considered default of this contract.

The Contractor shall keep himself fully informed of all federal, state and local laws and regulations governing the safe and proper handling, application, transportation, storage, and disposal of pesticides and fully comply with all such laws and regulations.

The Contractor's personnel are to be polite to the public in such a manner as to reflect favorably on the County and Contractor providing the service. The Contractor shall be responsible for the behavior of its employees in relation to the public and shall take all necessary and appropriate steps to ensure its employees behave in accordance with the provisions of the contract. The County reserves the right to require the Contractor to replace any employee who displays unacceptable personal conduct, displays unsatisfactory job performance or is a potential threat to the safety of the public. Unacceptable personal conduct includes, but is not limited to, conduct which constitutes a violation of state or federal law or conduct which is inconsistent with the job requirements of this contract.

MAINTENANCE OF GROUNDS

GENERAL

The term "GROUNDS" includes, but is not limited to, plant beds, individual trees, shrubs and lawns within the designated work site. The Contractor shall pursue the work diligently with workers in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of maintenance as may be required to complete the work herein described. Contractor shall provide all necessary equipment and materials for the maintenance of these

areas. The required maintenance shall not be less than specified; however, the Contractor is responsible for maintaining conditions as specified herein. All work shall be performed as specified and as directed by the Director.

GRASS

All grass areas are to be maintained so as to provide a superior stand of grass.

Mowing of grass:

1. Special precautions shall be used when mowing during maintenance operations.
2. All debris or litter in lawn shall be removed prior to mowing.
3. Mowing cycle shall be performed as directed in the attached work schedule or by the Director throughout the year in order to maintain a clean, neat appearance.
4. Mowing shall be completed in a neat, uniformly cut manner. Gapped or rolled down, uncut streaks of grass will not be considered acceptable. The height of the mowing cut shall be no less than 3 inches and shall be approved by the Director. The Contractor shall not "scalp" any areas of grass. The Contractor shall not mow grass while it is wet.
5. All mowing equipment shall have deflector shields or bag attachments in place at all times. Excess clippings shall be removed from turf areas, sidewalks, drives, etc. and blown or washed off fixed objects after each mowing. DO NOT hit trees, light poles, sign posts, etc. with mowers. All mowing and trimming operations shall be conducted so that clippings are not thrown onto any mulched area around trees or plant beds. Contractor shall promptly remove all clippings thrown into any mulched area as a result of mowing/trimming operations.
6. Do not cut grass in a manner that's blows grass into the highway
7. All elements of a mowing cycle shall be COMPLETED WITHIN A 10-HOUR PERIOD. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.

EDGING/TRIMMING/MOWING

- A. Lawns: All curbs within mowing areas shall be edged with an edger each mowing cycle during the growing season or as directed by the Director, in order to maintain a clean, neat appearance. Contractor shall not edge with herbicide.
- B. Shrub Beds: All bed lines shall be kept edged in a clean and neat manner throughout the year as directed by the Director. Contractor can use herbicide where beds meet the curb.
- C. Trimmings: Trimming around trees, shrubs, signs, poles, guardrail, & any other structures shall be performed during each mowing cycle as necessary. Care should be taken to protect the trunks and stems of all plants as well as structures. Contractor shall not trim with herbicide.

PLANTINGS

- A. Plant Replacement: Dead and or diseased plants (trees, shrubs, flowers, forbs and grasses) are to be removed by the Contractor when directed by the County and replaced. Replacement plants/planting shall be maintained by the Contractor. The replacement planting shall require higher maintenance (watering, weeding, fertilization, etc.) than the established planting, the amount to be determined by the Director. The replacement plants will be provided by the County with exceptions as noted in Damages. The Contractor shall provide labor for installation and maintenance. Large, mature trees over four (4) inches DBH will be removed by others.
- B. Weed Control: Beds shall be kept free of weeds at all times. Two (2) pre-emergent herbicide applications shall be performed on plant beds (one between August 21 and August 31 and one between January 15 and February 28). See Pesticide Usage for specifications. Hand weeding and post emergent pesticide applications shall be necessary, as weeds will not be permitted to remain in beds.
- C. Insect and Disease Control: All plantings shall be monitored for the infestation of insects or appearance of diseases. Notify the County immediately upon discovery. The Contractor is responsible for treatment. See Pesticide Usage for specifications.
- D. Fertilization: All plant material shall be fertilized according to individual plant requirements once per year with a complete analysis slow release fertilizer specially

formulated for ornamental plantings. Fertilizer shall be applied between January 1 and February 28 of each year with rate and analysis as listed on Plant Bed Fertilization Requirements. The Director shall be notified a minimum of 48 hours in advance and given the opportunity to be present.

- E. Pruning: Pruning shall be performed using acceptable horticultural practices. The Director shall be notified a minimum of 48 hours in advance and given the opportunity to be present. Dead stems, branches and limbs of all plant material and all safety hazards are to be pruned immediately. Trees and shrubs shall be pruned with sharpened tools of the appropriate size to make clean cuts. All debris (branches, stalks, clippings, etc.) shall be removed from the site.

Spring and/or summer blooming trees and shrubs shall be pruned within 60 days after flowering. Non-blooming deciduous species shall be pruned/thinned after leaf drop. Evergreens shall be pruned between March 1 and April 15 with touch-up pruning as needed between June 1 and August 30.

Shrubs shall be trimmed and shaped as to improve safety, to maintain form and vigor, and so as not to interfere with pedestrian access to sidewalks if applicable. Trees shall be pruned as to improve safety, so as not to obscure area lighting, signage, and to prevent overhanging onto structures, sidewalks, etc. and to ensure structural stability. All pruning shall be done in a manner to maintain the natural form and shape of the plant species as closely as possible.

Daylilies if applicable shall have the scapes removed by hand after they have browned. Large outlying beds of daylilies shall be mown after flowering to a height of not less than five (5) inches and no more than eight (8) inches in order to remove dead flower stalks and rejuvenate foliage. Excess debris shall be removed from bed. Daylily beds shall be mown to the ground after the first killing frost, between October 15 and November 15, and all debris shall be removed.

Allow forbs (herbaceous plant material) to die-back at season's end. In early spring before green-up, cut dead top growth back as close to ground as possible without damaging the crown. Remove stalks from forbs in late winter if directed to do so by the Director. Retain the top-growth (browned) foliage of native and ornamental grasses in the landscape as long as possible to benefit from the ornamental qualities of their dormant stage. In early spring before green-up, prune back to twelve (12) inches, dead top-growth of all native and ornamental grasses, except those that are evergreen.

Contractor shall complete any other pruning directed by the Director within 30 days of notification.

F. Mulching: Contractor shall furnish and place mulch prior to start of the yearly mowing activities and replenish according to the following specifications. Prior to start of yearly mowing cycle, before the placement of mulch, all bed areas shall be edged with a mechanical bed edger.

1. The mulch shall be double shredded hardwood bark, clean and void of sticks, cones, leaves or any extraneous materials. The Contractor shall present a sample to the Director for approval prior to beginning mulch applications. The Director shall be given the opportunity to be present for all mulch applications.

2. The Contractor shall place the mulch around all individual trees, landscape plants and bedded shrub/flower areas. This mulching shall be performed by February 28 of each year.

3. Mulch shall be placed and maintained to ensure a uniform four (4) inch depth covering the entire mulched area.

4. Mulch shall be tapered and not placed against the tree or shrub trunk so as to cause insect damage to the trunk or to promote adventitious root development. Following mulching operations, Contractor shall lift any branches or leaves of desirable plants which have been covered with mulch.

PESTICIDE USAGE

Spraying of pesticides for insect or fungus control may be required by the County or elected to be used by the Contractor, upon approval by the Director. Contractor shall be responsible for removal of all invasive pests.

Special precautions shall be used when applying pesticides during maintenance operations. DO NOT allow drift or runoff of pesticides. Unapproved use or off target damage shall not be permitted.

NOTE: Any pesticide usage on the site shall be by or under the direct on site supervision of a valid licensed Commercial Ground Applicator (currently licensed by the N. C. Department of Agriculture), with an Ornamental and Turf (L) sub-classification. The person(s) name and a copy of their current license(s) shall be given to the Director a minimum of two (2) weeks prior to the application of any pesticides. All pesticide products, rates, timing, and area of application shall be used in accordance with the label and shall have been approved by the Director a minimum of 48 hours prior to their use. The Director shall be given a minimum of 48 hours prior notification and shall be given the opportunity to be present for all applications.

The Director has the right to request copies of pesticide application records at any time during the term of this contract.

CLEAN UP

The following activities shall be performed, at a minimum, twice a month year round.

- A. Roadways: All curbs and gutters shall be blown as needed, but especially after all mowing, edgings, and plant bed maintenance.
- B. Grounds:
 - 1. All grounds shall be policed for litter and debris a minimum of twice per month, year round.
 - 2. All debris, leaves, limbs etc. shall be removed from site by the Contractor.
- D. Leaf/Seed Pod Removal:
 - 1. Leaves and seed pods shall be removed from all grounds at least twice monthly or as directed by the Director. Leaves shall be removed as much as possible from all plant beds without disturbing the mulch. Leaves shall not be blown into the wood line.
 - 2. No leaves/seed pods, clippings or branches/limbs are to be placed in curb and gutter, drainage ditches or any other storm water device.

SCHEDULE OF SERVICES

<u>MONTH</u>	<u>SERVICE</u>	<u>FREQUENCY</u>
January	Litter and Debris Removal	2
	Mowing (as needed)*	1
February	Litter and Debris Removal	2
	Mowing (as needed)*	1
March	Litter and Debris Removal	2
	Mowing (as needed)*	1
	Fertilization/Weed Suppression (Pre-Emergent) - Beds	1
	Shrub and Tree Inspection	

April	Litter and Debris Removal	2
	Mowing	2
May	Litter and Debris Removal	2
	Mowing	2
	Fertilization/Weed Control	1
June	Litter and Debris Removal	2
	Mowing	2
July	Litter and Debris Removal	2
	Mowing	2
	Shrub and Tree Inspection	1
	Weed Control	
August	Litter and Debris Removal	2
	Mowing	2
	Pruning Shrubs and Trees	1
September	Litter and Debris Removal	2
	Mowing	2
October	Litter and Debris Removal	2
	Mowing	2
	Fertilization	1
November	Litter and Debris Removal	2
	Mowing (as needed)*	1
December	Litter and Debris Removal	2
	Mowing (as needed)*	1

*Please provide unit Cost for additional mowing services as needed

NOTES:

Mulch Installation – Must occur as specified in Contract between January and March, all beds to be mechanically edged at time of mulching.

COMPENSATION

The County agrees to pay the Contractor one twelfth of the lump sum per month for services described herein upon receipt and approval of an invoice for the monthly period invoiced.