

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER # Click here to PO #
STANDARD SERVICES AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2022 by and between, Greenscape, Inc., a North Carolina Corporation with its principal business offices located at 412 Woodburn Rd. #002, Raleigh, NC 27605 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following services:

- Contractor shall furnish all supervision, quality control, labor, material, and equipment required to maintain and perform landscaping services at the locations designated in Exhibits 1 through 42 attached hereto and hereby incorporated into this Agreement. The landscaping services that will be provided are detailed in Section 2 of this Agreement.

2. SPECIFICATIONS.

The following plans and specifications shall govern the above referenced services at all locations and facilities designated by this Agreement to be provided by the Contractor. Sections A through R below shall apply to all locations contemplated by this Agreement and are collectively referred to as “General Maintenance” in this Agreement. Contractor will contact the Town’s representative identified in this Agreement with any questions regarding specifications, locations, or details of services to be provided. In the event of any need for further specification or explanation of services Contractor and Town shall proceed in good faith to mutually agree to those details.

- A. Mowing:** All grassed areas & road shoulders subject to this Agreement will be mowed and kept during the contract period such as to maintain a neat and uniformly finished appearance. Mowing during the growing period, as defined by this Agreement, for all Facility Sites (Exhibits 14 – 20, 24 & 25) shall be conducted on a weekly basis. All other site locations (Exhibits 1 – 13, 21 – 23 & 26 - 42) shall be conducted at least twice per month. For the purposes of this Agreement, the “growing period” is defined as March 1st through November 15th. Notwithstanding the prior sentence, additional mowing at high profile and high visibility areas, as determined by the Town, including, but not necessarily limited to, Apex Cemetery, Town Hall Campus, Apex Police Station, downtown area and Apex Peakway shall be performed within 3 days of the start of major events regardless of how recently the last mowing occurred. These events include Peak Week (~ May), Peak Pig Festival (~June), July 4th Festival (~July), Music Festival (~September), Veterans Day (~November), and Christmas Parade (~December). It is the responsibility of the Contractor to determine the specific dates for each of these festivals listed above and perform in accordance with this Section. Weekend or after hours cutting and/or edging will be required at the following locations: the Town Campus including Town Hall, Senior Center, Community Center, and Mason Street Municipal Building all as shown on Exhibit 15; Public Works Operations & EMS/Fire Admin as shown on Exhibits 16a and 16b; and the Electrical Facility & Substation as shown on Exhibit 25. More specifically, the

areas required to be maintained after hours are only to be cut on weekends or after 5pm on weekdays to minimize liability and damages on employee personal vehicles. All other maintenance work can be done during normal operation hours on weekdays given proper notice of scheduled maintenance work. The cemetery as shown on Exhibit 16b is to be cut on Thursdays.

B. Pruning:

- Except as indicated in Item “F” below, *Maintenance of Trees and Shrubs*, Crape Myrtles shall be left to grow in their natural form and shall not be aggressively pruned by topping, heading back or “hat racking.”
- Remove suckers and watersprouts from all trees, including crape myrtles and magnolias.
- No topping is to be done on any trees. If requested, trees shall be lightly pruned to elevate canopies for clearance along walkways, parking areas, drives and similar areas.
- See also Item “F” below, *Maintenance of Trees and Shrubs*.

C. Trimming: All fixed and immovable objects (with particular attention given to cemetery headstones and monuments) and sidewalks shall be trimmed around and/or edged each time the grass is mowed or as otherwise specified.

D. Blowing and Policing: The grounds will be policed (i.e., trash picked up) at each cutting during the Agreement term and litter will be deposited in Town-furnished containers. All sidewalks, benches and concrete pads shall be blown off at the time of each cutting to remove clippings and grass debris. Attention shall also be given to items such as broken glass which shall also be removed by the Contractor.

E. Removal of Debris: All tree and plant debris less than 2 inches in diameter shall be removed from the site by the Contractor during the term of this Agreement. Debris greater than 2 inches in diameter shall be moved to the roadside by the Contractor in a condition consistent with Town requirements for debris pickup. The Contractor is responsible for scheduling such pick up with the Town.

F. Maintenance of Trees and Shrubs: All landscape shrubs and trees shall be inspected annually and properly pruned to remove dead, diseased, or damaged growth, sprouts from the roots or low on the stem, branches offering competition to the main “leader,” and branches that are in contact with or crossing one another. Pruning shall also be done sparingly to promote proper uniform shape. However, no topping shall be performed. All trees and shrubs shall be fertilized to promote growth and a neat appearance throughout the term of this Agreement. Pruning shall be completed in November of each year.

G. Insects and Disease: All landscape shrubs and trees shall be inspected throughout the term of this Agreement for signs of disease and insect pests. Upon detection, the Contractor shall notify the Public Works & Transportation Director or designee.

H. Fire Ant Control: The initial process regarding fire ant control at all sites will include the following: 1) initial location of all mounds located on the site(s), 2) treatment, and documentation of all chemical treatment(s), to remove any fire ant mound or infestation, and 3) monthly visits / follow-up of each site(s) to confirm eradication of fire ants or perform further control if fire ants remain. Any additional mounds located by the Town shall be communicated to the Contractor and shall be addressed at the next visit to the site in accordance with this Agreement.

- I. **Weed Control:** All annual/perennial beds and mulched areas shall be weeded by hand throughout the term of the Agreement to maintain a neat and uniform appearance. Other areas may be controlled with chemical herbicides provided that the herbicide is a selective type listed for use among the specific plants planted within the treated areas. Weeding of these aforementioned areas shall be performed along with the regular mowing schedule to maintain a neat appearance. During the non-growing season, all facilities shall be inspected at least monthly for weeds and controlled as needed. Grassed areas at facilities so designated by the Agreement for such treatment shall be treated with a pre- and post-emergent herbicide to control and/or eliminate all non-grass weeds.
- J. **Mulching:** The Contractor shall provide the materials and labor to replenish mulching materials consistent with those now existing in and around plants, trees and shrub beds at all areas covered by this Agreement. Delivery of mulch shall be coordinated so that it is not dumped on natural or turf areas. Mulch should be maintained to a depth of approximately 2-4 inches. Replacement mulch may be added to existing materials so long as the total mulch layer does not exceed approximately 4 inches. Where there are drainage problems or wetter soil conditions, a thinner layer of mulch shall be used. Mulch shall be pulled away from the base of trees and shrubs to expose the stem and root-flare and not contribute to plant damage. Mulch shall be placed so that smaller plants, perennials, and groundcovers are not completely covered by mulch.

This replenishment shall be accomplished twice per year, once in February and once in October while this Agreement is in effect. Mulching shall be done in a manner consistent with the standards found in the Town's *Design and Development Manual*.

Acceptable Mulch Types and Descriptions:

- **Hardwood Mulch** – Triple shredded hardwood mulch.
- **Long-Leaf Pine Straw Mulch** – Clean and free of twigs, branches, pine cones, and inert material. Use should be limited to areas planted with acid-loving plants.

- K. **Plantings:** The Contractor shall install flowering and/or other colorful seasonal plantings in the two large existing flower beds located on each side of the Hunter Street entrance to the Apex Town Hall, in front of the signs designating the Apex Town Hall, within the foundation plantings adjacent to the front and back entrance canopy/porch area of the Apex Town Hall, within the butterfly garden at the Apex Community Center, and within existing containers and seasonal plant beds located at the Apex Union Depot, as shown in Exhibit 14 & 15. Contractor shall maintain plantings on a weekly schedule which includes watering, weeding, and deadheading to keep plants attractive and blooming during their growing season.
- L. **Fertilization and Overseeding:** The Contractor will fertilize, lime and over seed all Town facilities included in the scope of this Agreement except pump stations, power substations, and roadway rights-of-way. Treatment will be done in a manner that will maintain and promote continued growth and a good quality of turf, except as specifically stated herein. Where fertilization is done by a sub-contractor, documentation will be submitted to the Town detailing the day, time, and type of fertilizer used. For purposes of fertilization of trees and shrubs, the fertilizer used shall be a formula adequate to promote growth, either pelletized or liquid. All areas shall receive either 18-24-12 or 10-20-20, depending on the season. Fertilization of all lawns of inhabited facilities shall be performed three times per year during the term of this Agreement (September, November, & March). Application rate for fertilization shall be 250 lbs. per acre distributed to promote even and uniform growth. Lime will be applied at rates specified by soil tests conducted in April and July. Fertilization of non-inhabited facilities, such as pump stations, power substations, or similar, and roadway ROW's shall not need to be fertilized.

COOL SEASON FESCUE TURF GRASS PROGRAM

The treatment schedule to be performed on cool season fescue turf is outlined below. Chemicals listed below are generally name brands. Equivalent chemicals may be approved in writing by the Public Works and Transportation Director or designee.

Time	Description	Product
Late February / Early March	Pre-emergent	19-3-6 Fertilizer w/ Team Pro 20% PCSCU
Mid-April	Pre-emergent	4-4-25 Fertilizer w/ Team Pro 40% PCSCU
Spring	Spot Spray as needed for weed control	Trimec Classic, Trimec Plus or Trimec 992
Summer	Brown Patch	Cleary's 3336
Mid-Summer	Summer Green-Up	Low Nitro Fertilizer 5-10-31 20% w/ 10%
Sept-October	Aerate and Seed	18-24-12 Fertilizer w/ 48% SCU Starter
Fall	Spot Spray as needed for weed control	Trimec Classic, Trimec Plus Trimec 992
Nov-Dec	Winterize	24-5-11 Fertilizer w/ 50% SCU

The Contractor shall abide by all rules and regulations governing the application of fertilizers as outlined in the State of North Carolina's Jordan Lake Nutrient Management Strategy (Jordan Rules) as well as all federal, state, and local laws and regulations and must have and provide copies of current certifications to the Town.

Fescue over seeding shall occur in early September at a rate of 7 lbs. per 1,000 square feet in areas where complete renovation is needed and at a rate of 5 lbs. per 1,000 square feet in lightly worn areas, as determined by the Public Works and Transportation Director or designee. Areas shall be aerated a minimum of once annually as dictated by the above schedule with consideration of pre-emergent and post emergent applications.

- M. Central Business District:** The Central Business District ("CBD" or Exhibit 14) is defined as along Salem Street from Salem Heritage Plaza and the Apex Car & Truck Sales lot on the North end to Apex Family Medicine and Yadkin Bank on the South end and includes the area immediately around the Caboose adjoining the Depot property. Services outlined in this Agreement in the CBD shall be provided four times per month (leaving no more than seven days between services) throughout the year including litter pickup outside of the growing season. Maintenance of the hanging baskets, including watering, is the responsibility of the Contractor (if more watering/maintenance is needed to keep flowers in baskets healthy, a planned maintenance schedule will be discussed and the Parties may amend this Agreement as provided for in the Agreement to reflect new services and costs of those services).
- N. Leaf Clean-Up and Collection:** Once annually, after leaves have substantially fallen but not before November 1st and no later than December 1st, the Contractor will collect leaves at all locations included in the scope of this Agreement. The Contractor shall place the collected leaves along the curb in an easily accessible place for removal by the Town, consistent with the Town's regulations. Notwithstanding the prior sentence, leaf collection at the Apex Town Hall Campus will be

completed as needed and be considered “routine maintenance” to promote a well-maintained and groomed appearance at all times. No other facility other than Town Hall shall require routine maintenance in regards to leaf collection.

- O. **Watering of Trees and Shrubs:** If requested by the Town, the Contractor will provide labor and materials to water the trees & shrubs located at the Town Hall Campus at a rate not to exceed \$50.00 per hour. This work shall be in addition to and invoiced separately from this Agreement. Water shall be provided by the Town either through external spigots located on the campus or through bulk water fill up of the Contractor’s water truck / tank.
- P. **Per Tree / Shrub Planting:**
- i. Per gallon (shrub) installed: \$12.50
 - ii. Per foot (tree) installed: \$15.00
- Q. **Additional Services / Deletion of Services/ Reduction of Contract Prices:** The Contractor shall consult with, and bring to the Town’s attention, situations that may require grounds maintenance services not authorized by this Agreement. The Contractor shall not be compensated for any services not specifically authorized herein or authorized in writing by the Public Works & Transportation Director or designee. **In the Town’s sole discretion, payment of invoices may be reduced for any services invoiced but not provided. In the event invoices are paid but it is discovered that services were not performed, in the Town’s sole discretion, Town may reduce future invoices by the amount incorrectly invoiced. In the event no further amount is invoiced or this Agreement is terminated, Contractor shall reimburse Town for those payments. Failure to enforce this Section shall not be deemed a waiver by the Town and no waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.**
- R. **Natural Areas:** Natural Areas are to be defined as those areas not intended to be maintained such as those within forested areas. Any disagreement in what constitutes a natural area is subject to final determination by the Public Works & Transportation Director or designee. Areas within the locations shown on the attached Exhibits shall be maintained by keeping the areas clean of noxious weeds such as poison oak/ivy and briars. New woody growth and underbrush less than one inch in caliper shall be removed during the growing season in a manner so as to keep the area open but retain a natural look. These areas shall be mulched with hardwood mulch for those areas containing mostly hardwood trees, or pine straw for areas containing mostly pines. The decision as to which mulch will be used shall be made by the Public Works and Transportation Director or designee. Delivery of the mulch must be coordinated with the Town so that the mulch is dumped in an adjacent parking lot prior to placement in the natural area. Mulch will be placed in the area by hand. Trucks and heavy equipment shall not be used in these areas. The areas to be mulched extend 15’ from dripline towards the natural area (i.e. the entire natural area is not required to be mulched under this contract, just the outer 15’ starting at the exterior drip line). If there is a strong natural coverage by pine, then mulch would not be needed, but volunteer groundcover should be removed along with poisonous plants as described above.

SITE SPECIFIC INSTRUCTIONS FOR ALL AREAS

The Contractor agrees to provide landscape maintenance services for the sites listed below and to provide all labor, materials, equipment, apparatus, etc., that are required for the performance of these services and for the specific compensation as listed below. Items listed under each site below are to be completed in addition to Specifications A-R above and other services specifically referenced herein. Aerial photos for each area are shown in Exhibits 1-42, attached to this Agreement. All landscaped areas within the areas shown on the Exhibits shall be serviced. Natural areas shall not be addressed cut/trimmed unless requested.

a. All roadways shown in the Exhibits require the following services:

1. Mowing
 - 20' on either side of the paved road
 - Center Islands
 - Around landscaped trees
 - Around and under all guard rails
2. Edging
 - Both sides of sidewalks
 - Curbs along roadside
 - Curbs around center island
3. Blowing
 - All roadway edges
 - Sidewalks
 - Curbs
4. Plants and Beds
 - General Maintenance of individual trees and shrubs and beds planted along rights-of-way.
 - In addition to General Maintenance, mow and trim around landscaped beds within the medians twice per month (no less than two weeks apart) from May to September, and once during April and October (mow from the beds to the road/curb edge). Also weed beds during these times.

b. Apex Barbecue Rd (Exhibits 1a-b)

- General Maintenance Gen. Maint cost per service: \$ 288.00
 - Trash and litter shall be removed from the site
twice per month, no less than two weeks apart,
year around Trash/Litter cost per service: \$ 18.00
- Annual Cost: \$ 5,760.00

c. Apex Peakway (Exhibits 2-8)

- General Maintenance Gen. Maint cost per service: \$ 1,174.08
 - Trash and litter shall be removed from the site
twice per month, no less than two weeks apart,
year around Trash/Litter cost per service: \$ 42.00
- Annual Cost: \$ 29,352.00

d. NC 55 & US 1 Interchange (Exhibit 9)

- General Maintenance Gen. Maint cost per service: \$ 364.80
 - Trash and litter shall be removed from the site
twice per month, no less than two weeks apart,
year around Trash/Litter cost per service: \$ 38.00
- Annual Cost: \$ 9,120.00

- e. **NC55 & US64 Interchange (Exhibit 10)**
- General Maintenance Gen. Maint cost per service: \$ 345.60
 - Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Trash/Litter cost per service: \$ 38.00
- Annual Cost: \$ 8,640.00
- f. **US 1 & 1010 Lufkin Interchange (Exhibit 11)**
- General Maintenance Gen. Maint cost per service: \$ 421.92
 - Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Trash/Litter cost per service: \$ 38.00
- Annual Cost: \$ 10,548.00
- g. **Beaver Creek Commons (Exhibit 12)**
- General Maintenance Gen. Maint cost per service: \$ 333.91
 - Trash and litter shall be removed from the site once per month, year around Trash/Litter cost per service: \$ 18.00
- Annual Cost: \$ 7,680.00
- h. **Olive Chapel Southern Sidewalk (Exhibit 13)**
- General Maintenance Gen. Maint cost per service: \$ 288.00
 - Trash and litter shall be removed from the site once per month, year around Trash/Litter cost per service: \$ 18.00
- Annual Cost: \$ 5,760.00
- i. **Downtown Area and Caboose (Exhibit 14)**
- General Maintenance Gen. Maint cost per service: \$ 643.76
 - Mow, trim and remove weeds from sidewalks. Sidewalk cost per service: \$ 50.00
 - Trash and litter shall be removed from the parking lot along Seaboard Street and east of Saunders Street twice per month, no less than two weeks apart, year around Trash/Litter cost per service: \$ 38.00
- Annual Cost: \$ 32,832.00
- j. **Town Campus, 320 N. Mason St. & Stroll way (Exhibit 15)**
- General Maintenance Gen. Maint cost per service: \$ 1,099.29
 - Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Trash/Litter cost per service: \$ 44.00
 - Landscaped areas adjacent to the railroad are a part of this Agreement and services to these areas includes mulching. Landscaped cost per service: \$ 448.00
 - The natural area along the south side of the access drive to the Tunstall House shall be Natural Area cost per service: \$ 168.00

treated in accordance with subsection R of this Section but in addition, the drive shall be kept clear of overhanging branches and underbrush. The area should be kept clear from the drive to the established ditch line.

- Exterior trees and shrubs shall be watered during the growing season as part of the General Maintenance.
- **Interior Plants** – plants within the Community Center, Town Hall, Senior Center and Halle Cultural Arts Center will receive routine maintenance weekly including watering, cleaning, and fertilization to help with the plant growth. Personal plants (those that are owned by Town staff) are not the responsibility of the Contractor. In the event the Contractor is unsure of the maintenance required for a particular plant the Contractor will contact the Public Works, Facilities & Grounds Manager for clarification. All plants will receive fresh moss yearly during the month of March. Any plants that die or are no longer growing as intended will be replaced at no cost. Replacement plants will be the same species and similar size or an approved alternative by the Town.

Watering cost per service: \$ 65.00

Interior plants cost per service: \$ 428.00

Annual Cost: \$ 56,064.00

k. **PW Operations, Cemetery, and Fire Admin (Exhibits 16 a-b)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around
- Sod of a similar type as surrounding areas shall be placed in the cemetery on a quarterly basis for all disturbed areas or bare areas. 24 plots/graves shall be sodded per year (and incidental areas due to bare spots). Unless otherwise instructed, the same plots shall not be sodded in consecutive years. Note, that a plot is generally 5'x10' but could vary due to individual internments. The parties may agree in writing to the sodding of additional plots at a separate cost.

Gen. Maint cost per service: \$ 663.76

Sidewalk cost per service: \$ 76.00

Sod itemized cost not needed

Annual Cost: \$ 33,852.00

l. Fire Station 2 (Exhibit 17)

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 157.18

Sidewalk cost per service: \$ 11.00

Annual Cost: \$ 8,016.00

m. Fire Station 3 (Exhibit 18)

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 155.76

Sidewalk cost per service: \$ 25.00

Annual Cost: \$ 7,944.00

n. Public Safety Station 4 (Exhibit 19)

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 182.12

Sidewalk cost per service: \$ 27.00

Annual Cost: \$ 9,288.00

o. Fire Station 5 (Exhibit 20)

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 193.88

Sidewalk cost per service: \$ 27.00

Annual Cost: \$ 9,888.00

p. East Williams Substation (Exhibit 21)

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 125.22

Sidewalk cost per service: \$ 20.00

Annual Cost: \$ 2,880.00

q. Laura Duncan Substation (Exhibit 22)

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 104.35

Sidewalk cost per service: \$ 20.00

Annual Cost: \$ 2,400.00

r. Elm St & East Moore RR closing (Exhibit 23)

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 124.20

Sidewalk cost per service: \$ 13.00

Annual Cost: \$ 2,484.00

s. **Waste Water Treatment Plant (Exhibit 24)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal.

Gen. Maint cost per service: \$ 336.71

Sidewalk cost per service: \$ 37.00

Annual Cost: \$ 17,172.00

t. **2850 Milano Ave. Electrical Facility & Substation (Exhibit 25)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal.
- Exterior trees and shrubs shall be watered during the growing season as part of the General Maintenance.

Gen. Maint cost per service: \$ 570.12

Sidewalk cost per service: \$ 50.00

Watering cost per service: \$ 130.00

Annual Cost: \$ 29,076.00

u. **Highway 64 (Exhibits 26a-g)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 1,690.67

Sidewalk cost per service: \$ 800.00

Annual Cost: \$ 88,224.00

v. **Highway 55/Salem to Old Smithfield Rd. (Exhibits 27a-c)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 812.47

Sidewalk cost per service: \$ 420.00

Annual Cost: \$ 41,436.00

w. **Wake Med/Zeno Rd. (Exhibit 28)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 184.62

Sidewalk cost per service: \$ 20.00

Annual Cost: \$ 4,800.00

x. **Old Raleigh Rd. (Exhibits 29 a & b)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 647.40

Sidewalk cost per service: \$ 128.00

Annual Cost: \$ 12,948.00

y. **Newly added ROW's (Exhibit 30 - 41)**

For all areas:

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 165.00

Sidewalk cost per service: \$ 30.00

Annual Cost: \$3,300

i. **Schieffelin Rd.**

Gen. Maint cost per service: \$ 148.20

Sidewalk cost per service: \$ 30.00

Annual Cost: \$2,964

ii. **Classic Rd. to Burma Dr.**

Gen. Maint cost per service: \$ 199.80

Sidewalk cost per service: \$ 40.00

Annual Cost: \$3,996

iii. **Morris Acres Rd/Jenks Rd.**

Gen. Maint cost per service: \$ 122.40

Sidewalk cost per service: \$ 25.00

Annual Cost: \$2,448

iv. **Perry Rd/ Hughes St.**

Gen. Maint cost per service: \$ 153.00

Sidewalk cost per service: \$ 30.00

Annual Cost: \$3,060

v. **Apex Peakway and S Salem St**

Gen. Maint cost per service: \$ 106.20

Sidewalk cost per service: \$ 20.00

Annual Cost: \$2,124

vi. **S Elm St. at Center St**

Gen. Maint cost per service: \$ 195.60

Sidewalk cost per service: \$ 40.00

Annual Cost: \$3,912

vii. **Salem St (Doggie Day care to 410 Salem St)**

Gen. Maint cost per service: \$ 153.00

Sidewalk cost per service: \$ 30.00

Annual Cost: \$3,060

viii. **Corner of Ambergate Station and Peakway**

Gen. Maint cost per service: \$ 207.00

Sidewalk cost per service: \$ 40.00

Annual Cost: \$4,140

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| ix. | Laura Duncan and Pine Plaza Dr | Gen. Maint cost per service: \$ 160.20
Sidewalk cost per service: \$ 35.00

Annual Cost: \$3,204 |
| x. | Shepherds Vineyard to Pine Plaza Dr | Gen. Maint cost per service: \$ 153.00
Sidewalk cost per service: \$ 30.00

Annual Cost: \$3,060 |
| xi. | Tingen Rd to Harwood St | Gen. Maint cost per service: \$ 247.20
Sidewalk cost per service: \$ 50.00

Annual Cost: \$4,944 |
| xii. | Town Hall Area/Corner | |
| | <ul style="list-style-type: none"> • General Maintenance
Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around | Gen. Maint cost per service: \$ 100.00
Sidewalk cost per service: \$ 20.00 |
| z. | Lake Pine Dr at US 64 | |
| | <ul style="list-style-type: none"> • General Maintenance • Trash and litter shall be removed from the site twice per month, no less than two weeks apart year around • Maintain flower beds at intersection | Annual Cost: \$ 2,000.00 |

Total Annual Cost for ALL Exhibits (Adding only the total annual cost) **Total Annual Cost: \$ 478,376.00**

In the event of a conflict between the above "Cost per service" items times the number of services in the scope versus the "Annual Cost" provided, the "Annual Cost" above governs.

3. TIME OF COMMENCEMENT AND COMPLETION.

The initial term of this Agreement shall be for two years and begin on July 1, 2022, and shall run through and include June 30, 2024. The Town reserves the right to extend this Agreement for two separate one-year extensions (Extension One (1) – July 1, 2024 through and including June 30, 2025 & Extension Two (2) – July 1, 2025 through and including June 30, 2026). If extended, the cost for year 3 will increase, per Exhibit location cost (as shown in Section 2), at a rate of 3% above year 2. If extended for a second time, the cost for year 4 will increase, per Exhibit location cost (as shown in Section 2), at a rate of 3% above year 3. Any additional areas that are added to the scope of this Agreement shall be added by written amendment agreed to by the Parties. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor. The Public Works & Transportation Director,

Assistant Town Manager, or Town Manager are the only authorized entities to agree to any modification of the Agreement specifications. If the Town elects to extend the Agreement as provided in this Section Town shall provide written notice to Contractor no later than thirty (30) days prior to the expiration of the Agreement or any extension term. The parties agree that written notice may be provided by way of electronic mail.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor a total sum not to exceed **\$478,376.00** for the first year of this Agreement, with the first year ending June 30, 2023. In year two of this Agreement, beginning July 1, 2023 and running through the end of the initial term (June 30, 2024), the cost will increase by 3% per Exhibit location cost, as shown in Section 2. If the Agreement is extended, subsequent years will be priced as described in Section 3. Additional costs not included in this amount may be incurred for on-call services only upon prior quotation to, and acceptance by, the Town. Said services shall be performed pursuant to the terms of this Agreement and will reference this Agreement in the quote. The total sum is broken down per location as indicated in the Site Specific Instructions above. On the first of each month Contractor shall invoice the Town the amount applicable to the services performed the prior month. Invoices shall include specific information outlining exactly what services were performed the prior month and the amount being billed for each. Town shall pay invoices within 30 days from receipt of invoice. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

6. APPLICABILITY OF LAWS AND REGULATIONS.

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. This Agreement shall be governed by the laws of the State of North Carolina.

7. E-VERIFY COMPLIANCE.

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

INTENTIONALLY DELETED.

11. DEFAULT.

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Contractor upon seven (7) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

12. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed.

13. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONTRACTOR:

Greenscape Inc.
PO Box 97
Holly Springs NC, 27540
mpoe@greenscapeinc.com

TO TOWN:

Town of Apex
Attention: Patrick M. Lechner
PO Box 250
Apex, NC 27502
Patrick.lechner@apexnc.org

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties.

“Forces beyond the control of the parties” shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties’ control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

15. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

16. CONSTRUCTION.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

17. NO REPRESENTATIONS.

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

18. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

19. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

20. MODIFICATION.

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

21. BINDING EFFECT.

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

22. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

23. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

24. NON-APPROPRIATION.

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

25. IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.60

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

26. ANTI-HUMAN TRAFFICKING

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

27. NONDISCRIMINATION

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement.

For the purposes of this Agreement “protected class” includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

28. ELECTRONIC SIGNATURE

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town’s Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2022.

Contractor: Greenscape, Inc.

Name: Chris Pegram
Name of Contractor (type or print)

By: _____
(signature)

Title: Business Development Manager

Attest:

(Secretary, if a corporation)

Town of Apex

Catherine Crosby, Town Manager

Attest:

Allen L. Coleman, Town Clerk

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

Vance Holloman, Finance Director