



THE CITY OF HENDERSONVILLE

160 6TH Avenue East
Hendersonville, NC 28792
(828) 697-3000

CONTRACT FOR LANDSCAPING SERVICES

FIRM:	Bruce N. Lowe	PROJECT:	Downtown Landscaping Services and Hanging Baskets
	622 Kanuga Rd	PROJECT DESCRIPTION:	Preparation and maintenance of planters and hanging baskets in the Main Street and Seventh Avenue Municipal Service Districts.
	Hendersonville, NC 28739		
	lowela49@gmail.com		

This Contract for Landscaping Services, and all exhibits, (collectively this "Contract") is entered into this 1st day of July, 2022 by and between, the City of Hendersonville, a municipal corporation of the State of North Carolina, (the "CITY") and, BRUCE N. LOWE, in his personal capacity, having an address of 622 Kanuga Rd, Hendersonville, NC 28739 (the "FIRM")

WITNESSETH

That for and in consideration of the mutual promises set forth in this Contract below, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The FIRM agrees to perform for the City the following services according to the following requirements:

The FIRM agrees to provide materials, labor, and equipment necessary to complete the Project. Such materials, labor and equipment shall constitute the "Work." The Scope of Services and FIRM's Fee Schedule are attached as Exhibits B and C, and are incorporated herein by reference.

The FIRM agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the City's own forces to avoid delaying or interfering with their work.

The City reserves the right to terminate the professional service contract of the FIRM based on the FIRM's breach of this Contract (ex: schedule, responsiveness, quality of work, etc.) or for convenience. The City reserves the right to modify the Scope of Work described in Exhibit B Scope of Services, and in such event the City and FIRM shall negotiate in good faith to make corresponding modifications to the Fee Schedule in Exhibit C.

2. Required Insurance. FIRM shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the City, naming the City as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the City.
3. Standard Terms and Conditions. The attached Standard Terms and Conditions shall be a part of this Contract. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Marketing Use. The use of this project for marketing and reference purposes is subject to the City's consent.
5. Term. The initial term of this Contract shall be for 36 months commencing on the effective date, unless otherwise terminated or canceled as provided in this Contract. The Contractor shall guarantee all plantings according to the

expectation established in the attached Scope of Services.

- 6. Payment for Services. In consideration of the above services, the City will pay the FIRM monthly, in accordance with the submitted fee schedule in Exhibit C, attached hereto and incorporated by reference. City will conduct monthly inspections prior to payment of the monthly invoices, and FIRM will submit quarterly activity reports as described in the attached Scope of Services. The City reserves the right to withhold payment for a monthly invoice payment if the City’s monthly inspection reveals that services provided were not in accordance with the standard of care, or if services were not performed or materials used were not as required by the scope of work as contained in Exhibit B for that month. If the subpar performance or materials can be corrected, then the City shall state the necessary corrective actions in a written notice to the contractor, who shall complete such corrective actions within 48 hours of receipt of the written notice, after which time the FIRM shall be paid their monthly invoice. If the subpar performance or materials are of such a nature that they cannot be corrected, no payment will be made by the City for that month for the portion of the invoice representing the uncorrected services or materials. Three or more monthly inspections (during the entire term of the Agreement) that indicate that the services performed or materials provided were not in accordance with the standard of care or scope of services (in whole or in part) will constitute a default by the FIRM; however any monthly inspection revealing subpar performance or materials that can be and are corrected (resulting in performance by the FIRM in whole) within the 48 hour period shall not be counted. If any invoice is otherwise disputed by the City, in whole or in part, it shall provide a written explanation for such dispute to FIRM within five days of receipt of the invoice and shall pay all undisputed amounts therein.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Hendersonville, North Carolina, this _____ day of July, 2022.

BRUCE N. LOWE

THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)
Signature

BY: _____ (SEAL)
John Connet, City Manager

Printed Name and Title

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

John Buchanan, Finance Director, City of Hendersonville

STANDARD TERMS & CONDITIONS

1. **Acceptance.** FIRM's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) Exhibits A, B, & C hereto, and (iii) any other terms and conditions of a written agreement signed by FIRM and the CITY that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between FIRM and the CITY with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance herewith that may appear in FIRM's quotation, acknowledgment, invoice or in any other communication from FIRM to the CITY shall be deemed accepted by or binding on the CITY. The CITY hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the CITY's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the CITY are subject to correction.
2. **Entire Agreement.** The Contract Documents constitute and represent the complete and entire agreement between the CITY and FIRM and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the CITY. However, the FIRM will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the CITY or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the FIRM will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
4. **Relationship of the Parties.** The FIRM is an independent Professional Engineering Company and not an affiliate of the CITY. The conduct and control of the work will lie solely with the FIRM. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the FIRM and the CITY. Employees of the FIRM shall remain subject to the exclusive control and supervision of the FIRM, which is solely responsible for their compensation.
5. **Prices.** If the FIRM's price or the regular market price of any of the Work covered hereunder is lower than the price stated in the Contract Documents on the date of performance of the Work, the FIRM agrees to give the CITY the benefit of such lower price on such Work. In no event shall the FIRM's price be higher than the price contained in the FIRM's Fee Schedule attached as Exhibit C unless otherwise agreed in writing.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the CITY.
8. **Indemnification.** To the greatest extent allowed by the law each Party (the "Indemnifying Party") shall indemnify and hold harmless the other, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims") arising from the Indemnifying Party's willful misconduct, negligence, and or breach of the Contract. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the FIRM shall indemnify and save harmless the CITY, its officers, agents, employees and assigns from all loss or the payment of all sums of money. The parties shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify and hold harmless each other in proportion to their relative degree of fault.
9. **Invoices and Payment Terms.** Invoice and Payment Terms are set forth in Section 5 in the Contract for Professional Engineering Services. All invoices and statements shall reference the Contract number and be submitted to: CITY of Hendersonville, Accounts Payable, PO Box 664, Hendersonville, North Carolina 28070.
10. **Anti-Discrimination.** During the performance of the Contract, the FIRM shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance.** The FIRM shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The FIRM shall provide the CITY with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, the FIRM certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements

from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. **Applicable Laws and Courts.** This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and exclusive venue shall be in a court of competent jurisdiction for Henderson County, North Carolina. The FIRM represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **Strict Compliance.** The CITY may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
15. **Assignment.** The FIRM shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the CITY.
16. **General Provisions.** The CITY's remedies as set forth herein are not exclusive. Any delay or omission by the CITY in exercising any right hereunder, or any waiver by the CITY of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
17. **Obligations of the FIRM.** The FIRM shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the CITY of Hendersonville in the performance of the Work outlined in this Contract and any design documents, drawings and specifications applicable to the Work. The Work shall also adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the CITY of Hendersonville.
18. **Quality and Workmanship.** The FIRM shall perform all Work in accordance with this Contract and the standard of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing similar services in and at the same time in Henderson County. In the event any portion of the Work fails to substantially comply with this standard of care obligation and the FIRM is promptly notified in writing prior to one year after completion of such portion of the Work, the FIRM will re-perform such portion of the Work, or if re-performance is impractical, the FIRM will refund the amount of compensation paid to the FIRM for such portion of the Work.
19. **Default.** Either Party may terminate the Contract, in whole or in part, upon thirty (30) days written notice upon a material breach by the other Party unless the alleged default is cured within the thirty (30) day notice period. The nonbreaching party shall have all remedies available at law or in equity in addition to any remedies provided in this Contract for material breach. In the event of a material breach by the FIRM the CITY may procure upon such terms as the CITY shall deem appropriate, professional engineering services substantially similar to those so terminated, in which case the FIRM shall be liable to the CITY for any excess costs for such similar services and any expenses incurred in connection therewith. It is specifically understood that CITY may withhold any payments to FIRM for the purpose of offset until such time as the exact amount of damages due to the CITY from the FIRM is determined.
20. **Termination for Convenience.** The CITY shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) consecutive calendar days' notice in writing from the CITY to the FIRM. If the Contract is terminated by the CITY in accordance with this paragraph, the FIRM will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The CITY will not be liable to the FIRM for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract. Upon Termination for Convenience, FIRM shall have no further rights or remedies other than those included in this paragraph.
21. **Safety.** The FIRM will maintain a safety program for its employees. The FIRM specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by FIRM. Should the City, or third parties, be conducting activities on the site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. The presence of FIRM's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation, or field-testing of specific aspects of the project as authorized by the City. The FIRM will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours.
22. **Instruments of Service and Work for Hire.** All Work performed by the FIRM, and all data compiled, shall be considered Instruments of Service and Work for Hire, and shall be the Property of the Owner. The FIRM shall retain a license in the Work performed and data compiled to use for the FIRM's own purposes, and not for the benefit of any third party without

the CITY's consent. The terms of this Paragraph shall survive the termination of this Contract for any reason, including but limited to for a material breach of either Party, or for the convenience of the Owner. In the event this Contract is terminated for any reason, the CITY shall be entitled to keep and use all design work provided by the Engineer and all data compiled by the Engineer. All representations and obligations with respect to the Work by the FIRM under this Contract shall survive termination of this Agreement unless this Contract is terminated by the FIRM for the CITY's material breach, in which case use by the CITY of the FIRM's design work and data compiled shall be at the CITY's own risk, and without any representation by the Engineer as to its accuracy or fitness for any purpose.

23. **Utilities.** The CITY agrees to disclose the location of all utilities known by the CITY to be present on the project site and accurate location of hidden or obscure man-made objects known to CITY.
24. **Assignment.** FIRM may not assign, pledge, or in any manner encumber the FIRM's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the CITY's prior, express written consent.
25. **No Third Party Beneficiaries.** There shall be no intended nor incidental third party beneficiaries of this Contract. The FIRM shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.
26. **Valid Contract.** In order for this Contract for Professional Engineering Services to be valid, it must be executed by the CITY Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
27. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
28. **Verification of Work Authorization.** The FIRM shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, FIRM, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Companies that Boycott Israel List.** With the execution hereof, FIRM, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the FIRM has obtained all required insurance and verifying certificates of insurance have been approved in writing by the CITY. The CITY shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the CITY of such cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. **Worker's Compensation and Employer's Liability**

The FIRM shall provide and maintain, until final acceptance, workers' compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. **Comprehensive General Liability Insurance**

The FIRM shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the FIRM or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence / \$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the FIRM.

d. **Other Insurance**

The FIRM shall obtain such additional insurance as may be required by the CITY or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. **Proof of Carriage**

The FIRM shall furnish the CITY with satisfactory proof of carriage of the insurance required before written approval is granted by the CITY

EXHIBIT B

FIRM'S SCOPE OF SERVICES

Downtown Landscaping Services and Hanging Baskets

Duties and Level of Service

Project Site

Downtown Hendersonville consists of two Municipal Services Districts otherwise known as Business Improvement Districts. One is the Main Street District and the other is the Seventh Avenue District.

The Main Street Municipal Service District consists of 14 city blocks which lie between Seventh Avenue to the north, King Street to the east, Allen Street to the south and Church Street to the west.

The Seventh Avenue Municipal Service District consists of the area along Seventh Avenue from N Grove Street to the southwest to the Okalawaha Greenway to the northeast, and from E Pace Street to the southeast to Eighth Avenue to the northwest.

A map of both districts is appended to this Scope of Services, said map being incorporated herein by reference.

The landscaped areas in the Main Street Municipal Service District consist of 35 raised brick planters and 41 at-grade planters along Main Street, the planting buffers adjacent to four City owned public parking lots, the at-grade planters that surround City Hall, and 96 hanging basket poles (each holding two hanging baskets) throughout the District.

The landscaped areas in the Seventh Avenue Municipal Service District consist of 900 square feet of raised bed planters at the historic Hendersonville Train Depot, 30 at-grade tree pits, and 28 hanging basket poles (each holding two hanging baskets) throughout the District.

Raised Planter & City Hall Planter Maintenance

- ≈ Maintain and keep the planters clean and free of debris and trash.
- ≈ Maintain plantings to promote sidewalk visibility, plant health and aesthetic variety.
- ≈ Work with Program Director to prepare a conceptual plan (see Exhibit B), which reduces the overall area dedicated to annual plantings throughout the district, focusing on pedestrian side plantings and a stronger mix of perennials to deliver aesthetic appeal.
- ≈ Develop corresponding plant list for new perennial additions, examples might include, native azaleas, iris', peonies, hostas, etc.
- ≈ Water, as needed, plantings.
- ≈ Guarantee all new plantings for twelve months or annual lifespan as applies.
- ≈ Remove and replace any plantings which have become unacceptable to either the Project Director or Contractor.
- ≈ Contractor's guarantee shall cover replacement without additional cost to the City of all damaged or diseased plants regardless of the cause, including without limitation from acts of God, vandalism or incidental damage occasioned by parades, festivals, etc.
- ≈ Rotate annuals three times a year in spring, late summer and winter, plant at a maximum spacing of 10" O.C.
- ≈ Include bulbs (tulips) in annual planting plan for spring color.
- ≈ Note: Trees are maintained by a certified arborist & are not part of this Maintenance RFP.

At Grade Planter Maintenance

- ≈ Maintain and keep planters clean and free of debris and trash.
- ≈ Maintain perennial plantings to promote sidewalk visibility, plant health and aesthetic variety.
- ≈ Guarantee all new plantings for twelve months.
- ≈ Remove and replace any plantings which have become unacceptable to either the Project Director or Contractor.

- ≈ Contractor's guarantee shall cover replacement without cost to the City of all damaged or diseased plants regardless of the cause, including without limitation from acts of God, vandalism or incidental damage occasioned by parades, festivals, etc.
- ≈ Note: Trees are maintained by a certified arborist & are not part of this Maintenance RFP.

Annual Mulch Application

- ≈ Annually apply a finely ground pine mulch (such as Nature's Helper or equal) to all raised planter beds along Main Street & at-grade planters at City Hall. This should occur once a year following the planting of the spring rotation of annuals. This mulch application should take place before May 15th.
- ≈ Mulch all at grade planters along Main Street twice a year. Use either double ground aged hardwood or pine mulch.
- ≈ Mulch at grade planters in City Owned parking lots in the Main Street District and in the Seventh Avenue district once a year. Use either double ground aged hardwood or pine mulch.
- ≈ Once annual mulch applications should take place April 15th to May 15th.
- ≈ Twice annual applications should take place between April 15th to May 15th and the Second Week of November.
- ≈ Variation to the application schedule is permissible upon discussion with Program Director.
- ≈ Remove old mulch to 2 inches below sidewalk level prior to replacement.

Activity Monitoring and Reporting

- ≈ Provide Project Director with a quarterly Activity Report
 - Identify # of staff and hours worked
 - Identify hours worked by category of work, i.e. on Maintenance, New Plantings, Mulching, Watering, etc.
- ≈ Report graffiti, unsafe conditions and street/pedestrian light outages or damaged amenities to the City of Hendersonville. Note any trouble spots in the beds or areas in general that need review by Project Director.

General Responsibilities

- ≈ Work with the Project Director to obtain branded "Downtown Hendersonville" hi-vis vests for staff to use while performing tasks related to this project.
- ≈ Avoid materials or methods that could damage or deteriorate exterior surfaces. In the event that any damage occurs, assume liability, correct the damage as feasible and notify the City of Hendersonville of the incident.
- ≈ Maintain best safety practices for staff and pedestrians according to work in progress. Supply and use temporary barriers or cones when necessary.

Hanging Baskets

- ≈ Prepare a total of 255 baskets.
- ≈ The 192 baskets prepared for Main Street and 7 prepared for the pool and mini-golf course are in standard coconut weave basket hangers. The city currently has the metal frames, liners will need to be replaced. The city owns 5 23" H2O Labor Saving Hanging Baskets that shall replace the metal frame/liners at a location to be determined by contractor.
- ≈ The 61 baskets for Seventh Avenue are planted in 23" H2O Labor Saving Hanging Baskets. The city currently has these baskets and associated inserts. 5 baskets will be placed on the Depot.
- ≈ Each basket should have a minimum of three plant species.
- ≈ There should be, at a minimum, three basket varieties. I.e. three different combinations of plants provided equally in each district. For example in Main Street, where there is a total of 192 baskets, you would have 66 baskets with species A, B & C, 66 Baskets with species C, D & E and 60 baskets with species D, F & A.
- ≈ Species should be chosen for durability, drought tolerance, visual interest (both alone and in combination with the other species in the basket) and longevity of interest and vibrancy.
- ≈ Baskets should be planted using a quality soil designed for use in planters. It should reflect a good mixture of loamy topsoil and organic materials.
- ≈ Baskets should be planted using a water retaining soil amendment to promote water retention.

- ≈ Baskets must be prepared and grown prior to installation on Main Street. Plant maturity should be, at least, one month at time of installation. The City is unable to provide a location for this, contractor must provide the needed space and protection for the baskets to reach this level of maturity.
- ≈ Install baskets on Hangers in districts.
- ≈ Assure that installation is consistent. Maintain consistency in chain length and height: chain length shall be no more than 18" and height from sidewalk shall not be less than 7'.
- ≈ Remove baskets and dispose of plant materials in late October.
- ≈ Review condition of all existing baskets, inform City staff of any needed replacements.
- ≈ Prepare basket materials for storage and deliver to city directed storage facility.
- ≈ Regular fertilizer application (monthly)

EXHIBIT C Fee Schedule

Fees:

FIRM proposes to provide the Work, as outlined in the Scope of Services, for at following rates:

Activity	Total Cost during Contract Term
Planting of annuals	\$216,600
Planting of perennials	\$44,100
Mulching	\$26,250
Main Street Baskets	\$71,250
Seventh Avenue Baskets	\$21,750

Total for Contract Term: \$ 379950

All amounts listed above are inclusive of all related costs, including but not limited to: material cost, installation cost, maintenance, labor, equipment, and any miscellaneous costs.

Terms of Payment:

Payments by CITY shall be made to FIRM upon monthly inspections and upon receipt of FIRM's generated quarterly activity report described in the Scope of Services.

Monthly payments shall total \$10,554.16 or 1/36 of the total cost during the Contract Term. The final payment shall be \$ 10554.40.