



# Contract Routing Control Sheet Planning and Community Development

Contact: Susan Crotts Phone: 268-6456

## Expense Contract

Tracking#: 6878      Date Submitted: 9/26/2013      Date Needed: 10/1/2013  
 Contract#: 2012-5400      Date Started: 10/1/2013      Est End Date: 9/30/2013  
 Coliseum#:      Change Order#:3      Lease#:      Bid#:        
 Requisition#:      NCDOT#:      Resolution#:      Email For Pickup:       Rush:   
 Description: 2013-2014 Renewal College Hill Landscape Maint & Street Tree Program

**Comments:**

<b>Vendor:</b>	New Earth Designs Inc	<b>Account #</b>	<b>CBR</b>	<b>Amount</b>
<b>Vendor#:</b>	32950			
<b>Location:</b>	P O Box 9822 Greensboro, NC 27429		<b>Total:</b>	

### Signatures

- Dept Director** Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_
- Finance** Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_
- Accounting** Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_
- Attorney** Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_
- City Manager** Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_
- Mayor** Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_
- City Clerk** Attested By: \_\_\_\_\_ Date: \_\_\_\_\_
- Purchasing** Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_
- CCD** Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_



**City of Greensboro**  
**North Carolina**

Financial & Administrative Services Department  
Centralized Contracting Division

**GENERAL SERVICES AGREEMENT ADDENDUM**  
**RENEWAL 2013-14**

**CITY OF GREENSBORO**  
**PLANNING DEPARTMENT**

City of Greensboro  
PO Box 3136  
Greensboro, NC 27402-3136

**CONTRACTED VENDOR**  
**GENERAL SERVICES**

New Earth Designs  
401 East Bessemer Avenue  
Greensboro, NC 27401  
newearthdesign@bellsouth.net

**CONTRACT INFORMATION**

**Contract Number: 2012 – 5400**

**Contract Description: College Hill Landscape Design and Maintenance Services**

**Initial Contract Term: 8/27/2012 - 8/26/2013**

**Amended Contract Term: October 1, 2013 – September 30, 2014**

**Prior Award Amount: \$60,967.00**

**Renewal Amount: \$18,675.00**

**Total Contract Value: \$79,642.00**

This contract addendum is made and entered into on the date signed by and between the **City of Greensboro**, a municipal corporation of the State of North Carolina (herein referred to as the **CITY**) and **New Earth Designs, Inc.**, herein referred to as New Earth Designs, Inc., a corporation, with offices located as written above.

**WITNESSETH:**

The City's **Planning Department** has consulted with the College Hill Neighborhood Association, who supports the City's recommendation to enter into a renewal agreement with the **Planning Department** and **New Earth Designs, Inc.**, in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree to renew maintenance and street tree program services specified in the original agreement and subsequent addendums as follows:

## Contract Renewal Addendum

### 1) Scope of Work

In consideration of the monetary payment hereinafter described, **New Earth Designs, Inc.** will provide ongoing Maintenance of Landscaping and Management of the Street Tree Program in the College Hill Historic District. Such services shall be performed and charged for in accordance with the attached Exhibit C, New Earth Design's Fee Schedule from the original agreement and attached Exhibit D, New Earth Design's Fee Schedule for the amended scope of work, including maintenance for landscaping improvements in the West McGee Street Planting at Greensboro College Soccer Field.

### 2) Term

In accordance with the original agreement, the terms of this renewal agreement shall be from the effective date of October 1, 2013 through September 30, 2014.

### 3) Compensation

City agrees to compensate **New Earth Design's Inc.** a total annual contract value not to exceed \$18,675.00. This increase in compensation shall be billed and paid for in accordance with Exhibits C and D, Fee Schedules, incorporated herein.

### 4) Insurance Requirements

The following insurance requirements replace the insurance requirements in the original agreement:

#### Commercial Liability Insurance Requirements

New Earth Designs shall maintain minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

#### Special Requirements

The City of Greensboro is to be named as additional insured on the Commercial General Liability policy. Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewed policies under this contract shall be sent thirty (30) days prior to any expiration date to:

City of Greensboro  
Centralized Contracting Division  
PO Box 3136  
Greensboro, NC 27402-3136

Policies of Insurance on an Acord 25 (8/84) or similar for meeting the required insurance provisions shall be forwarded to the City of Greensboro Centralized Contracting Division. Wording on the Policy of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the City at any time.

Contractor shall not assign any part of this contract to other contractors or subcontractors without written pre-approval of the City; in which case, it shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements that Contractor is required to meet.

The City shall be named as an additional insured on the Contractor's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the City. The Contractor will also secure its general liability insurance from an A rated insurance company acceptable to the City. The Contractor will provide a Certificate of Liability statement that states, "City of Greensboro is added as an additional insured as evidenced by the endorsement attached to this certificate." The Contractor will also provide a copy of the additional insured endorsement to

the City upon the request for execution of this Agreement. In the event the Contractor fails to maintain and keep in force for the duration of this Contract the insurance required herein, the City may cancel and terminate this contract without notice.

- 5) All other provisions of the original agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement Addendum to be executed by their duly authorized officers, in triplicate originals on the date written above.

**CORPORATION**  
**New Earth Designs**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness



**City of Greensboro**  
**Contract Signature Authorization Sheet**  
**Planning and Community Development**

**Vendor:** New Earth Designs Inc

**Tracking number:** 6,878

**Contract Number:** 2012-5400

**Change Order Number:** 3

**Service, Item or Project Description:**

2013-2014 Renewal College Hill Landscape Maint & Street Tree Program

**Signatures**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Department Head Recommendation/Authorization**

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

\_\_\_\_\_ Date: \_\_\_\_\_  
**Deputy Finance Officer**

\_\_\_\_\_ Date: \_\_\_\_\_  
**City Attorney: Approved as to form**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Assistant City Manager: Authorized**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Mayor: Executed**

\_\_\_\_\_ Date: \_\_\_\_\_  
**City Clerk: Attested**

## Exhibit C

Initial Evaluation and Renovation		Fee
1	Visit all corner landscaped areas (see list attached) to evaluate status of landscaping and develop recommendations for renovation. Plants that have outgrown the space, are in decline, or are diseased or misshapen should be removed and replaced. Some plants may be retained with appropriate pruning and removal of invasive species.	360.00
2	Recommendations for replacement species should be for plants that have an appropriate mature size for the planting bed, will not grow into the adjacent sidewalks or yards, are drought-tolerant, and native or non-invasive species.	(included in 1.)
3	Meet with neighborhood steering committee, City staff and owners of corner properties to review recommendations and get neighborhood input.	860.00
4	Draw up plans for each corner showing renovations to be executed. Plans should include a drawing depicting the size, location, and species of each plant to be installed, along with the location of plants to remain. Plans will be reviewed by City staff, neighborhood steering committee and corner property owners.	2,160.00
5	Prune landscape materials that are to remain; remove weeds and invasive species. Remove all landscape materials that are to be replaced.	8,800.00
6	Install new landscape materials in the fall, with appropriate soil preparation and mulch as noted below.	13,235.00
<b>Sub Total</b>		<b>\$25,415.00</b>

Preparation of Landscape Beds for Replacement Plants		Fee
1	Existing plant materials to be removed completely, including large roots.	(included in 5.)
2	4" of organic soil amendments (pine bark fines, well-aged compost, etc.) to be tilled into the entire bed to a depth of 10"-12" along with a slow-release 10-10-10 fertilizer at manufacturer's recommended rates.	4,150.00
3	For any beds in which part of the plant material is to be removed and part to remain, care should be taken in removal and soil preparation not to damage the roots of the plants to remain. This may require manual soil preparation in the vicinity of the plants to remain.	(included in 2.)
<b>Sub Total</b>		<b>\$4,150.00</b>

Maintenance of Landscaping		Fee
1	Newly planted landscaping will be watered every other day for weeks 1-3 after installation, twice a week for weeks 4-6, and once a week for weeks 7-9, unless weather conditions at the time dictate more frequent watering to insure the survival of the plants. After 9 weeks, watering will take place as needed to insure the survival of the plant material. Watering to be done by water truck. All plant materials will be warranted by the contractor for one year after installation.	4,320.00
2	All landscape beds to be mulched with 3 inches of hardwood mulch. Beds in which plant material is not removed will be mulched at the time of pruning and weed removal. Beds in which plants are to be replaced will be mulched at the time plant materials are installed. Mulch is to be renewed twice a year, in spring and in fall, to maintain a depth of 3"-4" on all beds.	5,200.00
3	Weeds and invasive plants are to be removed from landscape beds by mechanical means or by appropriate application of herbicides. Landscape plants that are inadvertently damaged by use of herbicides will be replaced by the contractor at the contractor's expense. No application of herbicides or other chemicals to take place outside of the designated planting beds.	2,520.00
4	All beds to be kept free of weeds by mechanical removal or by application of pre-emergent or herbicidal chemicals, as appropriate.	(included in 3.)
5	Pruning of shrubs to be determined by species. Flowering shrubs should be pruned on a schedule to promote flowering. Other shrubs are to be pruned only as often during the growing season as is needed to maintain a pleasing shape and keep plants from growing into sidewalk areas. Heavy surface shearing of shrubs into a spherical shape, ("meatballing"), is not acceptable.	3,500.00
<b>Sub Total</b>		<b>\$15,540.00</b>

Street Tree Program		Fee
1	Assist City staff and neighborhood steering committee in resuming the Street Tree Planting Program according to the Streetscape Master Plan. Review planting locations for suitability. Provide unit cost for planting and one-year maintenance for shade trees, understory trees, flowering trees, and evergreen trees.	1,800.00 (excludes plant installation)
<b>Sub Total</b>		<b>\$1,800.00</b>
<b>Bld Total</b>		<b>\$46,905.00</b>



## Exhibit D

Fee Schedule (Contract #2012-5400 Amendment #2 )

Exhibit D

West McGee Street Planting at Greensboro College Soccer Field

<b>Initial Evaluation and Planning (for initial contract year only)</b>		Fee
1	Visit planting area to determine suitability for new plantings.	175.00
2	Make recommendations for new plantings that have an appropriate mature size for the planting bed, will not grow into the adjacent sidewalks or yards, are drought-tolerant, and native or non-invasive species.	250.00
3	Meet with neighborhood steering committee, City staff and property owner to present recommendations and get feedback.	90.00
4	Draw up plan for planting area showing work to be done. Plan should depict the size, location, and species of each plant to be installed. Plan will be reviewed by City staff, neighborhood steering committee and property owner.	375.00
5	Install new landscape materials in the winter or early spring with appropriate soil preparation and mulch as noted below.	(Included below)
Sub Total		890.00
<b>Preparation of Planting Bed (for initial contract year only)</b>		Fee
1	Ripping and scarifying of planting area soil to 12" depth	390.00
2	Amendment of soil with composted pine bark, lime, superphosphate, and fertilizer	700.00
3	Rototilling soil to incorporate amendments and hand-raking to smooth grade	500.00
4	Plant installation	8,217.00
5	Topdressing planting area with 3" depth, hardwood mulch	650.00
Sub-Total		10,457.00
<b>* Maintenance of Landscaping (For subsequent contract renewal years only)</b>		Fee
1	Newly planted landscaping will be watered every other day for weeks 1-3 after installation, twice a week for weeks 4-6, and once a week for weeks 7-9, unless weather conditions at the time dictate more frequent watering to insure the survival of the plants. After 9 weeks, watering will take place as needed to insure the survival of the plant material. Watering to be done by water truck. All plant materials will be warranted by the contractor for one year after installation.	375.00
2	Mulch is to be renewed twice a year, in spring and in fall, to maintain a depth of 3"-4" on all beds.	660.00
3	Weeds and invasive plants are to be removed from landscape bed by mechanical means or by appropriate application of herbicides or pre-emergent. Landscape plants that are inadvertently damaged by use of herbicides will be replaced by the contractor at the contractor's expense. No application of herbicides or other chemicals to take place outside of the designated planting bed.	300.00
Sub-Total		1,335.00

\*Included at no cost through contract year #1. For potential renewals of annual services this maintenance landscaping fee will be added to the original agreement fee schedule for maintenance services.