

WARREN COUNTY BOARD OF EDUCATION
CONTRACT FOR LANDSCAPING SERVICES

This contract for Landscape services (the "Contract") is made and entered into this 17th day of July 2024, between the Warren County Board of Education (the "School System"), 109 Cousin Lucy's Lane, Warrenton NC 27589, and Quality Landscaping (the "Provider"), PO Box 670, Gaston, NC 27832.

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as follows:
 - 1.1. Landscaping and lawn maintenance. EXHIBIT A Service Locations. EXHIBIT B Maintenance Schedule. Exhibit C Scope of Services. Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.
 - 1.2. Qualifications of Provider. Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
 - 1.3. Records Maintenance. Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
2. Obligations of the School System.
 - 2.1. The School System hereby agrees to compensate Provider at a rate or in the amount of \$6,000.00 per month for services rendered, with total payment not to exceed \$75,000.00 for the full term specified below.

With the School System's written consent, payments may be made in monthly installments for work performed and accepted during the previous month.
 - 2.2. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
 - 2.3. The school system agrees to provide access to buildings in a timely manner.
3. Term. The services described in the Contract will be provided from July 17, 2024 through June 30, 2025 unless sooner terminated as herein provided.
4. Compensation. The School System hereby agrees to compensate Provider in the amount \$6,000.00 monthly once all services have been rendered in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.

5. **Termination for Convenience.** The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.
6. **Termination for Default.** At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
7. **Terms and Methods of Payment.** Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be emailed to efinance@warrenk12nc.org or mailed to P.O. Box 110, 109 Cousin Lucy's Lane, Warrenton, NC 27589, for review and approval.
8. **Contract Funding.** It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. **Insurance.** Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Provider also agrees to maintain \$1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The Warren County Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
10. **Taxes.** Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract. If requested by the School System, Provider shall provide a breakdown of all sales and use taxes paid on labor, materials, parts and/or supplies.
11. **Monitoring and Auditing.** Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
12. **Confidentiality of Student Information.** Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will

maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.

13. Lunsford Act. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents, subcontractors and independent contractors ("Contractual Personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Exhibit B) that the registry checks were conducted on each of its Contractual Personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional Contractual Personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all Contractual Personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each Contractual Personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.
14. Criminal Background Checks. Provider shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Contract on School System property or at School System events. The criminal background checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. Provider shall provide the results of said checks to School System within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the Contract if said worker has been convicted of or pled nolo contendere to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of School System's students, personnel, or property. In addition, Provider shall obtain all authorizations necessary for School System to conduct additional criminal record and background checks at its sole expense at any time during the term of this Contract. If School System chooses to exercise this right, Provider shall, within five (5) business days of School System's request, provide the full name, date of birth, and state of residency for

the past ten years for all Contractual Personnel providing services under the Contract, along with any other information reasonably requested by School System for purposes of performing criminal record and background checks. Without modifying or waiving any of Provider's obligations under this provision, School System reserves the right to prohibit any Contractual Personnel from providing services under this Contract if the School System determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.

15. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
16. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
17. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
18. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
19. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Warren County Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.
20. Applicable School Board of Education Policies. Provider acknowledges that the Warren County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board's policies are available on the School System's website.

21. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
22. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
23. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
24. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Contract, the terms and conditions of this Contract shall prevail.
25. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
26. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:
 Exhibit A: Service Areas
 Exhibit B: Maintenance Schedule
 Exhibit C: Scope of Services
27. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
28. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
29. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

WARREN COUNTY BOARD OF EDUCATION

PROVIDER

Board Chair

Authorized Signature

ATTEST:

Printed Name

Superintendent

Federal Tax Identification Number / EIN

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

School System Finance Officer

Date

**Quality Landscape Solutions
PO Box 670
Gaston, NC 27832
252-326-0082**

June 20, 2024

Services to be Completed

Location: Warren County Schools

Service: Monthly landscape maintenance including: mowing, edging, trimming, pruning, blowing off debris from sidewalks and lot. Chemicals will be applied routinely to plant beds for a neat, clean appearance.

Service will be performed weekly, weather permitting.

Optional Service: Pine Straw and mulch will be applied as needed per request per quote. Snow removal per request.

Per Month: **\$6000.00**

Thank You

Brent W. Powers

Exhibit A: Service Areas

1. Warren County Schools Central Office located at 109 Cousin Lucy's Lane, Warrenton, NC
2. Mariam Boyd Elementary School located at 203 Cousin Lucy's Lane, Warrenton, NC
3. Vaughan Elementary School located at 2936 US Highway 158 East, Macon, NC 27551
4. Warren New Tech High School located at 219 Highway158 Bypass, Warrenton, NC 27589
5. Warren County Middle School located at 118 Campus Drive, Warrenton, NC 27589
 - a. The driveway going out the back parking lot (Northwest corner) to Connell Road is excluded from this contract.
 - b. The area from the west side of the back drive going out to Connell Road to the bottom of the hill at the South West corner of the school building and westward (ballfield area) will be excluded from this contract.
6. Warren County High School located at 149 Campus Drive, Warrenton, NC 27589
 - a. The football stadium is included in this contract with the exception of the playing field itself which will be excluded.
 - b. The area from the east side of the girl's locker room (fence) to the north east corner of the school building (exterior door facing north) and eastward (ballfield and Teens and Tots area) will be excluded from this contract.

Exhibit B: Maintenance Schedule-All Service Areas

(Note: Estimates are based on 12 month service period)

Description	Estimated No. Of	Service Dates
Mow, edge, remove trash and power blow (weed/grass); water plant containers and annual bed. Do not over water	44	March-October: Weekly November-February: Every other week.
Prune shrubs	6	Every other month
Prune trees	1	November
Spray weeds in paving cracks	24	Every other week
Trim lower limbs at 8ft and below	2	March and September

Exhibit C: Scope of Services

1. Scope

The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping and Grounds Maintenance Services for School System. Work to be performed comprises general grounds keeping and cleanup of landscape areas as designated in each service area and the list of locations.

Services to be rendered include but are not limited to the following:

- a. Maintenance of turf and groundcover areas, mowing and edging
- b. Removal of litter and debris from turf, planter beds, fence lines, and street curbs
- c. Pruning of trees and shrubs
- d. Application of chemical agents for control of weeds, plant disease, and insects that are harmful to plant growth and/or pedestrians
- e. Other work as defined in the attached schedule

2. General Landscape

The Contractor shall:

- a. Furnish all labor, materials, and equipment necessary to perform the work described within the Scope of Services in accordance with these specifications and subject to the terms and conditions of the contract.
- b. Not post signs or advertising material anywhere on School System premises or improvements thereon without prior written approval from the School System's authorized representative.
- c. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
- d. Perform grass mowing, edging, trash & debris removal, and power blowing of lawn areas.
- e. Maintain the appearance of existing landscape plants, trees, shrubs, groundcovers, and lawn area.
- f. Ensure that each facility site is free of debris, weeds, and insect infestation.
- g. Reduce mowing frequency if a drought period is determined to exist and approved in advance by the Maintenance Director and provide a revised mowing schedule to the Maintenance Director for approval prior to implementing the change.
- h. Establish and announce at the beginning of the Contract a specific day of the week each facility will be maintained.
- i. Perform all work in a professional skillful manner using quality equipment and materials.
- j. Have a full-time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
- k. Secure any gated or doored areas that require landscaping services after services are completed.

School System shall monitor all work performed, and meet as needed with the Contractor to discuss concerns, additions, and or deletions in the performance of the contract. The contractor shall maintain and have available for review all records that reasonably confirm the frequency of tasks performed at each location.

3. Damages

- a. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced, at the School System's discretion, and at the Contractor's expense.
- b. All repairs or replacements shall be completed in accordance with the following maintenance practices:
 - Trees - a qualified tree surgeon or arborist shall remedy minor damage such as bark lost from the impact of mowing equipment. If damage results in the loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the School System.
 - Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the School System.

Chemicals - All damage resulting from the chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support future plant life.

4. Safety Plan

- a. The Contractor agrees to perform all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment. Machines, and materials or other hazards consequential or related to the work. The contractor agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. Safety Orders at all times so as to protect all person, including Contractor's employees, Students, Faculty, agents of the School System, vendors, members of the public or others from foreseeable injury, or damage to their property. The contractor shall inspect all potential hazards at said facilities and keep a log indicating the date inspected and action taken.
- b. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the maintenance area unsafe, as well as any usage practices occurring thereon. The School System shall be notified immediately of any unsafe condition that requires major correction.

- c. It shall be the Contractor's responsibility to provide safety training to their employees. Documentation of this training must be available upon request.

5. Delays

The Contractor shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that the Contractor is unable, for whatever reason, to maintain the maintenance schedule (i.e. poor weather conditions, etc.), and the Contractor does not reschedule the service or inform the School System of intent to make up the service within 72 hours, that amount for the failure to perform may be deducted from Contractor's fee. If the work cannot be completed on the proposed scheduled day, the Contractor must notify the School System's contact on that day to advise them accordingly.

6. Maintenance Schedules

- a. Contractor shall adhere to the maintenance schedule.
- b. The Contractor **MUST** notify the School System's authorized representative, by e-mail, at least one (1) week prior to the scheduled date and time for all "specialty type" maintenance operations. "Specialty Type" maintenance operations are defined as:
 - fertilization and aeration
 - spraying of trees, shrubs, or turf
 - aesthetic tree pruning
 - planting bed removals and/or additions

7. Staffing / Managerial

- a. There will be no subcontractors working on the School System's grounds and facilities without the express prior written consent of the Maintenance Director.
- b. The Contractor must provide a competent, English-speaking crew leader for each crew, who can understand and speak English fluently, during all times while work is performed. The crew leader shall have the authority to represent or act on behalf of the Contractor in any matter pertaining to the performance of this contract. The contractor shall furnish the names of all such crew leaders to the School System prior to the commencement of this contract and further advise of any changes.
- c. If in the opinion of the School System, a Contractor's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on School System property, that employee shall be removed from all work under this contract.
- d. The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
- e. Contractor's staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of Contractor's staff.
- f. The Contractor nor any of its employees shall interfere with the public use of the premises, and shall conduct its operations as to offer the least possible obstruction

and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.

- g. The School System's Maintenance Director shall make regular inspections with the Contractor at each site to review work performed.
- h. Contractor shall furnish an itemized statement of work performed on all invoices.

8. Ground Cover

The Contractor shall be responsible for the maintenance of any plant that grows over an area of ground used to provide protection from erosion and drought and to improve its aesthetic appearance (by concealing bare earth).

The Contractor shall provide the following:

- Fertilize two (2) times per year, in February and October based upon soil sample recommendations;
- Trim all ground cover as necessary to keep borders away from paving lawns, planted areas, and buildings;
- Trim top growth to achieve an overall even appearance. Keep free of weeds and debris;
- Keep fence lines groomed on both sides and all areas along the side of buildings and any adjacent walls; and

Maintain all ground cover areas clean and cleared of dead leaves each spring and as necessary.

9. Tree, Shrub, and Hedges Care

The Contractor shall have the knowledge, expertise, and responsibility to trim and remove trees and shrubs as approved by the School System. The contractor will provide the following:

- a. Trim all trees that are within 20 ft. in height and 10 inches in diameter at the base, *once a year, in late November, without additional compensation.*
- b. Maintain trees:

Clearance- Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond the curb line into the paved section of roadways. Prune trees where and as necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations.

- All cuts shall be sufficiently close, flush if possible, to the parent stem. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.
 - Limbs are to be lowered to the ground using a method, which prevents damage to remaining limbs.
 - Climbing spurs shall not be used.
 - Contractor will provide Hazard and Security pruning as needed.
 - Remove all new growth on trees up to the appropriate height clearances.

- Remove all dead, diseased and unsightly branches, and dead trees. Contractor, at Contractor's cost, shall remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be proposed on a case-by-case basis.
- The Contractor shall remove trimmings and all cuttings and debris from the site.
- All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or other severe damage shall be immediately reported to School System's authorized representative.
- All trees shall be trimmed prior to budding each year.

c. Pruning:

Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the School System's building perimeters.

All shrubs/trees shall be trimmed prior to budding each year. Restrict the growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

- Prune deciduous trees in March to develop a strong framework or as necessary.
- Prune evergreen trees in March to thin out heads and shape as necessary.
- Remove all dead and damaged branches back to point of branching. Paint all cuts over one inch in diameter with tree wax.
- Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
- Prune flowering shrubs after blooming once per month.
- Trim trees to keep them from touching any building.

d. Weeding - Every Visit:

- Keep basins and areas between plants free of weeds.
- Use herbicides per manufacturer's recommendations.
- Cultivate as necessary for aeration.
- Weed ground cover areas, cracks, crevices, and all mulch beds.
- Weed perimeter of buildings and any fence lines and structures.

10. Lawn Care

Warren County stresses the importance of lawn maintenance quality at all of the properties. Good lawn maintenance affects the quality and value of the property. The appearance and the professionalism of lawn maintenance affect employees, students, clients, and partners by creating a first impression.

a. Mowing

- 1) Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the contractor and not blown into the street, planter beds, or storm drains.
- 2) Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third (1/3) of the turf blade at any time.
- 3) Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs, and fence lines.
- 4) Remove all turf and edge clippings each time.
- 5) For periods of cool weather, mow the lawn at one and one-half (1 & 1/2) inches.
- 6) For periods of hot weather, mow the lawn at two (2) inches from the soil.
- 7) Do not scalp the lawn or cut more than half the existing top growth in one morning.
- 8) Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks on facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.
- 9) Mow newly seeded turf in accordance with Exhibit B Maintenance Schedule.

b. Edging/ Detailing / Weed Control:

- 1) All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.
- 2) When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds, and grass invasion.
- 3) All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds, and around the base of trees shall be edged to a neat and uniform line.
- 4) The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices, and other obstacles.
- 5) All grass-like type weeds, morning glory, vine-weed types, ragweed, or other underground spreading weed shall be kept under strict control.
- 6) Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas, and drainage areas.
- 7) Methods for removal of weeds, turf encroachment, and detailing of planter beds shall incorporate manual. Mechanical and/or chemical means of eradication.
- 8) Mechanical edging of turf shall be performed at each site at the same frequency as mowing.
- 9) Walkways and planter beds shall be cleaned immediately following each mechanical edging, all excessive cuttings and debris shall be removed from the site by the contractor.

c. Raking/ Sweeping/ Blowing:

Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters, and turf areas under trees, and removed from site. Under no circumstances shall leaves, grass clippings and/or debris be blown into the street or into storm drains as a means of removal from the site. Frequency:

- Ground cover/planter beds- at each visit
- Turf, under trees- as needed
- Sweeping/ blowing of concrete areas and walkways, as well as patios and decks, etc., once per visit.

d. Clean Up and Waste Disposal:

- 1) The Contractor shall be responsible for disposing of all waste materials or refuse from the Contractor's operations. The Contractor must have prior written approval by the Maintenance Director to dispose of Contractor-generated waste materials on School System property.
- 2) Maintain sidewalks and driveways free of trash, leaves, and other debris by sweeping, hosing and vacuuming as necessary.
- 3) Remove branches and other debris from planting areas on a weekly basis.
- 4) Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in the landscape area, courtyard area, and along the lawn areas of the perimeter walk for both sides of walkway and around buildings.
- 5) Clean mulch beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch bed areas by removing scattered and excess mulch.

e. Contractor Performance

The Contractor shall be required to perform all work under this contract in a professional, polite, respectful, and cooperative manner and minimizing the noise and interruption of any ongoing School System services.

The Contractor shall provide all employees with the same uniform clearly identifying the company and vehicle shall have the company name/logo listed.

- 1) The Contractor shall stage their work from locations on the School System site out of the way of the mainstream users to minimize interruption of School System activities

f. Warranty of Services

- 1) "**Acceptance**" as used in this clause, means the act of an authorized representative of Warren County Schools approval of specific services, as partial or complete performance of the Contract must be in writing.
- 2) "**Correction**" as used in this clause, means the elimination of a defect.

- g. Notwithstanding inspection and acceptance by Warren County Schools or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. Warren County Schools shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the School System. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-- conforming services at no additional cost to the School System, or (2) that School System does not require correction or re-performance.

If the Contractor is required to correct or re-perform, it shall be at no cost to Warren County Schools and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, Warren County Schools may, by contract, otherwise correct, or replace with similar services and charge to the Contractor the cost occasioned to Warren County Schools thereby, or make an equitable adjustment in the Contract price.

h. Additions and Deletions:

Warren County Schools, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the School System. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

i. Estimated Quantities Not Guaranteed:

The estimated quantities specified herein are not a guarantee of actual quantities, as the School System does not guarantee any particular quantity of landscaping and grounds maintenance services during the term of this contract. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, Warren County Schools shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

11. Additional Information

The final authority to approve or disapprove delivered products and/or services lies with Warren County Schools. In the event products delivered do not meet specification quality level, or do not perform as specified in this proposal, the supplier will replace the items, at no additional cost to the School System.

If Warren County Schools, in the exercise of its best judgment, determines the supplier's process for the delivery of services is unsafe or hazardous to life or property, the School System will suspend the process until the supplier takes corrective action. No allowance will be made for a supplier' waste, loss, breakage, damage or difficulties.

Exhibit B

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM'S REPRESENTATIVE

Project Name: _____ Contract: _____

Check the appropriate box to indicate the type of check:

Initial Supplemental Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Contract for all Contractual Personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Contract, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Contract if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Contract (initial check), any time additional Contractual Personnel may perform work under the Contract (supplemental check), and at each anniversary date of the Contract (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)

_____ (signature / date)