

DRAFT

**CITY OF GREENSBORO
LOCALLY FUNDED PROFESSIONAL SERVICES CONTRACT**

This contract made and entered into on this the ____th day of _____, _____ by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the “City”) and _Designature Landscape Architects (hereafter referred to as the “Contractor”).

WITNESSETH:

Professional Services Rendered

In consideration of the monetary payment hereinafter described, the Contractor will provide services to the Planning Department to undertake _landscape design and installation services and the development of a Beautification and Identification plan for the Dunleath Historic District.

Relationship

The Parties in this contract agree that the Contractor is a professional corporation or business, and that the relationship created by this contract is that of employer and independent Contractor. The Contractor is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Contractor may practice his profession for others during those periods when the Contractor is not performing work under this contract for the City.

Supervision and Inspection

In the performance of the work contemplated in this agreement, the Contractor is an independent Contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to City’s general rights of inspection and supervision to secure the satisfactory completion thereof.

Specific Duties and Responsibilities

In collaboration with City staff, the Contractor shall assist in the following

- Provide Professional services to design and develop a Beautification and Identification Master Plan for the district
 - Evaluation of the neighborhood and its boundaries will be necessary to identify key gateway entrance points for possible signage. This effort will also determine if the location meets City Standards. Areas of specific interest for signage opportunities include but are not limited to the Max Thompson Bridge, on the large retaining wall on Church Street, in the "uncurated" area between the Greenway and Heritage Place, and at pedestrian interfaces with the Greenway.
 - Graphic design work to utilize the Dunleath Iron work as part of neighborhood logos, signage or other identifying markers.
 - Sign design with all material and dimensional specifications for each new sign and redesign of any existing signs.

- Recommendations for other identification techniques such as banners or other unique materials.
- Coordination of the purchase and installation of all identification recommendations.

Services and design process for engaging the City and neighbors:

- Provide adequate overall and enlarged base plans of sign sites,
 - Meet with City & neighborhood 3-4 times+ for reviews and approvals,
 - Conceptual plans, and with ironwork in design and fabrication, receive direction and approval for completing the design work
 - Provide refined and final designs,
 - Produce appropriate drawings for construction, and cost estimates, as needed,
 - Coordination with purchase and installation of signage, as needed,
 - Address other /future services defined in the RFP
 - Provide the desired results for Dunleath.
- Provide monthly landscaping maintenance and installation at existing gateway areas and as needed for new landscape areas.
 - A. The ongoing maintenance of AREA A at the corner of Bessemer Avenue and Yanceyville Street. The original landscape plan is available.
 - B. The refurbishment and design adjustment, installation and maintenance of AREA B at the Max Thompson Pedestrian Bridge. The original landscape design is available to use in this effort.
 - C. Installation and Monthly Maintenance guidelines for both areas:
 1. Annuals should be planted seasonally per the landscape plans.
 2. Meet with neighborhood representatives and City Staff in person or by phone to handle questions regarding approaches or changes to the landscaping areas when needed.
 3. Landscape beds to be mulched with 3 inches of hardwood mulch. Mulch is to be renewed twice a year, in spring and in fall, to maintain a depth of 3"-4".
 4. 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 bed.
 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.
 6. Removal of dead foliage should be completed monthly during the flowering season of the applicable plant species.
 7. Any 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.
 8. Recommendations for substitute species should be similar to what is proposed in the landscape designs and should be approved by City Staff in consultation with the Neighborhood Board/Committee.

9. Paved walk areas should be cleared of debris and edged.
10. Contractor is responsible for incorporating traffic safety measures.

- Future Landscaping Needs where price will be negotiated when services are needed:

Future work may include:

- New landscape designs to replace those removed by the Streetscape project (Yanceyville Medians, Murrow Boulevard on-ramp) and other areas identified in the Beautification/Identification Plan.
- An enhanced landscape plan of the Summit Avenue Medians to supplement the basic landscape plan installed by the City of Greensboro.
- Landscaping in the currently "uncurated" area between Heritage Place and the proposed Downtown Greenway along Fisher Avenue and at other interfaces between the neighborhood and the Greenway.

Term

This agreement shall be effective on the date referenced above and shall terminate on _____.

Compensation

Compensation will be paid to the Contractor on a reimbursement basis for all qualifying costs associated with the scope of work per the following schedule but not in excess of a maximum sum of \$100,000:

Proposed Fees:

AREA A: Monthly maintenance: up to \$250. (3 crew at 2 hours)

AREA B:

Hourly rate landscape re-design and plan implementation: \$80/hour (approximately 7 hours). To provide an updated plan of existing and new plants would be an additional 5-10 hours.

Landscape Installation - depends on the quantity of shrubs and removals, need to design first, estimate \$3-5,000 installed.

Monthly maintenance rate: \$540 (3 crew at 4.5 hours) plus \$50/yard for mulch, Watering \$80/hour (2 crew), Seasonal Flowers: \$40/flat installed

Beautification and Identification Master Plan Proposed Fees:

\$98/hour Principal Landscape Architect,

\$48/hour Design Associate with LA degree

- The design/build process estimate of hours is approximately 60-100 hours depending on detail required, meeting hours, and re-designs, with a projected fee range of **\$5,000-\$8500**.

Invoices

Submittal

The City shall reimbursement the Contractor for actual costs incurred in conformance with this agreement upon completion of each individual event. Invoices for expenses shall be submitted to the City in sufficient detail for proper pre-audit and post-audit thereof.

Receipts Required

The Contractor shall collect and maintain receipts, and shall make the receipts available to the City if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

Disputed Items

If any items in any invoices submitted by the Contractor are disputed by City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Contractor of dispute and request clarification and/or remedial action. After the dispute has been settled, the Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

Payment of Taxes and Insurance

The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Contractor agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

Amendments

Alterations, deletions and or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

Rights

The City retains the exclusive right to cancel, stop or reschedule any or all services associated with this contract.

Severance

Should any part of this contract be declared unenforceable, all remaining sections shall remain in force.

This agreement is intended by the parties hereto to be the final expression of their agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements or agreements to the contrary heretofore made.

CONTRACTOR/VENDOR:

_____ (name)

BY: _____
(signed by)

Date

ATTESTED BY:

Date

CORPORATE SEAL

PART II, TERMS AND CONDITIONS **FEDERAL OR NON-FEDERAL** AS ATTACHED
CITY SIGNATURE PAGE TO BE ATTACHED

PART II - TERMS AND CONDITIONS FOR NON-FEDERALLY FUNDED CONTRACTS

The term “Contract” shall include “Contract” as that term is used in the Contract or Agreement to which this Part II is attached. The term “Contractor” shall include “Consultant” or “Vendor” as those terms are used in the Contract or Agreement to which this Part II is attached.

- A. **Termination of Contract for Cause.** If the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, contracts, or stipulations of this Contract, the City of Greensboro (the “City”) shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.
- B. **Termination for Convenience of the City.** The City may terminate this Contract any time by a written notice from the City to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: *Provided*, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for the portion of the actual out of pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, paragraph A hereof relative to termination shall apply.
- C. **Amendments.** The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated by written amendment to this Contract.
- D. **Personnel.**
1. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
 2. All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- E. **Compliance with Local, State, and Federal Laws.** The Contractor shall comply with all applicable laws, ordinances, and codes of the United States, State of North Carolina, and City, and shall commit no trespass on any public or private property in performing any of the work included in this Contract.

- F. **Subcontracting.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the City. The Contractor shall be fully responsible for the acts and omissions of any subcontractors or persons hired directly or indirectly by the Contractor.
- G. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of the City: Provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- H. **Interest of Contractor.** The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- I. **Audit.** The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions for seven years from the final payment under this Contract.
- J. **Compliance with City M/WBE Plan.** Contractor shall comply with the provisions of the currently adopted Greensboro Minority and Women's Business Enterprise Program Plan ("the M/WBE Plan"), the same being incorporated herein by reference.
- K. **Governing Law.** This Contract is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Contract shall lie in Guilford County, North Carolina.
- L. **Indemnification.** The Contractor does hereby agree to indemnify and save harmless the City, its officers, agents and employees, against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or injuries of any kind, including environmental, which may arise from the sole negligence of Contractor, its agents or employees, or as a result of work performed pursuant to this contract.
- M. **Insurance.** The Contractor does hereby agree to maintain liability insurance of at least One Million Dollars (\$1,000,000.00) while contracting with the City. 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 an endorsement attached to this certificate." A certificate of insurance stating such will be supplied to the City before any payment under this Contract is made. In the event the Contractor fails to maintain and keep in force for the duration of the Contract the insurance required herein, the City may cancel and terminate this contract without notice.
- N. **Iran Divestment Act Certification.** As of the date of this Contract, the Contractor certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

- O. E-Verify.** The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.
- P. Non-Discrimination.** The Contractor shall not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.
- Q. Divestment from Companies Boycotting Israel Certification.** As of the date of this Contract, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer’s Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.