

AREA Auxiliary Services

AGENDA ITEM(S) Lawn Care Contract

CONTACT PERSON(S) Lynn H. Smith

Agenda Report

Proposals were solicited by administration for the landscaping and lawn maintenance for the district beginning April 1, 2010, and ending October 31, 2013. On February 16, 2010, the Facilities and Technology Committee reviewed the proposals but did not make a recommendation. Administration is recommending that the landscaping and lawn maintenance contract be awarded to M & W Lawn Maintenance, LLC in the amount of \$191,280 per year.

Suggested Motion-I move that the Lee County Board of Education award a three year contract for lawn care to M & W Lawn Maintenance, LLC in the amount of \$191,280 per year.

**NORTH CAROLINA  
LEE COUNTY**

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of March, 2010, by and between Lee County Board of Education ("LCBOE") and M & W Lawn Maintenance, LLC, a North Carolina Limited Liability Company, ("M & W");

**WITNESSETH:**

That for and in consideration of the covenants and agreements by each of the parties to this Agreement, the parties agree as follows:

1. **Definitions.** For the purpose of this Agreement, the following terms shall have the meanings set forth below:
  - 1.1 "Agreement" means this Agreement between M & W and the LCBOE, which may be amended or restated from time to time.
  - 1.2 "Commencement Date" means April 1, 2010.
  - 1.3 "Effective Date" means the date first above written.
2. **Term.** The term of this Agreement is as follows:  
April 1, 2010 – October 31, 2010; April 1, 2011 – October 31, 2011;  
April 1, 2012 – October 31, 2012; April 1, 2013 – October 31, 2013
3. **Services.**
  - 3.1 M & W will provide mowing, trimming, edging, fertilizing and weed control of lawns and grass areas at the locations and on a service frequency noted in Attachment A.
  - 3.2 M & W will provide maintenance of flower beds, borders and ornamental trees and shrubs to include pruning, fertilizing, and mulching on a service frequency noted in Attachment A hereto.
  - 3.3 M & W agrees to furnish all labor, equipment, herbicides, chemicals, fertilizers and supervision necessary for the services specified below and will be responsible for paying all fees, insurance premiums, licenses and permits required by law before and during the servicing of this Agreement.
  - 3.4 M & W understands that the LCBOE may adjust their work schedule for student testing and other school activities. Adequate notice is defined as the LCBOE giving 24 hours notice by telephone, e-mail, or letter to M & W noted in paragraph #13.

4. **Service Fees.** The LCBOE shall pay M & W monthly for work completed according to the schedule of fees set out in Attachment A, hereto. It is further understood and agreed that the frequency of the services at the various locations listed may be changed by the Director of Facilities & Maintenance of LCBOE by giving 24 hours notice as hereinabove provided.
5. **Termination.**
  - 5.1 M & W may terminate this Agreement upon any breach or default of this Agreement by the LCBOE that is not cured pursuant to Section 6 hereof, or the LCBOE failure to timely pay service fees or other fees hereunder.
  - 5.2 The LCBOE may terminate this Agreement upon any breach or default of this Agreement by M & W that is not cured pursuant to Section 6 hereof.
6. **Breach; Obligation to Cure.** A breach of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement. Each party shall in the case of a breach of its obligations under this Agreement either (i) cure the breach within 10 days of receipt of written notice from the non-breaching party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action which reasonable can be expected for so long as the breaching party is actively and continuously pursuing such a course.
7. **Remedies.**
  - 7.1 In the event of a default under this Agreement, the non-defaulting party shall, upon 5 days prior written notice to the defaulting party, have the right, but not the obligations or duty, to cure such default. The defaulting party shall compensate the non-defaulting party for any and all costs and expenses associated with curing the default. The non-defaulting party shall use its best efforts to employ an economically reasonable method of curing any such default.
  - 7.2 In the event a default occurs and is not cured in the manner allowed in this Agreement, then the non-defaulting party shall have the right to take whatever action at law or in equity that it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; and terminate this Agreement.

- 7.3 The LCBOE and M & W agree that neither party may elect to terminate this Agreement upon a default by the other party until the party seeking termination has first sent 10 days prior written notice of termination to the defaulting party. Such notice of termination shall be subsequent to earlier notice of breach and failure to cure (or take steps to cure) the subject breach. If the event of default is cured within 10 days of such notice of termination, the notice of termination shall then be of no effect and this Agreement shall remain in full force and effect.
- 7.4 Subject to the terms and conditions of this Section, all rights and remedies under this Section are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of any other available remedies, including any remedies not specified herein.
8. **Representations and Warranties of the LCBOE.** The LCBOE represents and warrants to M & W as follows:
- 8.1 The LCBOE has full legal right, power and authority to enter into and to fully and timely perform its obligations under this Agreement.
- 8.2 The LCBOE duly authorizes, executes and delivers this Agreement, and acknowledges that this Agreement constitutes a valid and legally binding obligation of the LCBOE.
9. **Representations and Warranties of M & W.** M & W represents and warrants to the LCBOE as follows:
- 9.1 M & W has full legal right, power and authority to enter into and to fully and timely perform its obligations under this Agreement.
- 9.2 M & W duly authorizes, executes and delivers this Agreement, and M & W acknowledges that this Agreement constitutes a valid and legally binding obligation of M & W.
- 9.3 M & W will comply with all applicable federal, state, and local regulations.
- 9.4 M & W has obtained all necessary licenses and permits to perform the obligations under this Agreement.
- 9.5 M & W certifies it has the necessary personnel and equipment to perform the services of Agreement.

10. **Indemnification.**

- 10.1 The LCBOE agrees to indemnify and hold harmless M & W, their officers, agents and employees (collectively "M & W") from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees "Indemnified Costs"), caused by or resulting from any negligent or willful act or omission of the LCBOE, its agents or employees in connection with this Agreement or resulting from a breach by the LCBOE of any of the agreements, representations, or warranties of the LCBOE contained in this Agreement. The indemnity obligation of the LCBOE under this Section shall survive the expiration or termination of this Agreement subject to any applicable statute of limitation.
- 10.2 M & W agrees to indemnify and hold harmless the LCBOE, its officers, agents and employees (collectively "LCBOE") from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including "Indemnified Costs"), caused by or resulting from any negligent or willful act or omission of M & W, its agents or employees in connection with this Agreement or resulting from a breach by M & W of any of the agreements, representations, or warranties of M & W contained in this Agreement. The indemnity obligation of the M & W under this Section shall survive the expiration or termination of this Agreement subject to any applicable statute of limitation.

11. **Insurance.** M & W shall provide and maintain at all times during the term of this Agreement the following types of insurance coverage.

	<u>Coverage</u>	<u>Minimum Limits</u>
11.1	Workers' Compensation	N/A
11.2	Comprehensive General Liability (bodily injury and property damage)	\$1,000,000.00
11.3	Automotive Liability owned and non-owned; (bodily injury and property damage)	\$1,000,000.00

M & W agrees to furnish certificates of insurance substantiating compliance with this provision. Certificates of insurance must be signed by an authorized representative of the insurance carrier and must state that no material damage or cancellation of insurance will be effected without thirty

(30) days advance written notice given to the LCBOE. The LCBOE also shall be named as an additional insurance on all policies of insurance specified above.

12. **Amendment and Modification.** Subject to applicable law, this Agreement may be amended, modified and supplemented by written agreement of the respective parties officers duly authorized with respect to any of the terms contained herein

13. **Notices.** All notices or other communications to be given hereunder shall be in writing and shall be mailed by certified or registered mail (return receipt requested). Communications shall be addressed as follows:

To: Dr. Jeff Moss  
Superintendent  
Lee County Schools  
PO Box 1010  
Sanford, NC 27331  
(919) 774-6226

Mr. Jerry Pittman  
Director of Facilities &  
Maintenance  
Lee County Schools  
2009 Nash Street  
Sanford, NC 27330  
(919) 776-4013

To: Mr. Randall Lee McNeill  
Organizer  
M & W Lawn Maintenance, LLC  
1409 Cool Springs Road  
Lillington, NC 27546  
(910) 890-3928

Mr. Kevin Blue Womack  
Registered Agent  
M & W Lawn Maintenance, LLC  
1409 Cool Springs Road  
Lillington, NC 27546  
(910) 890-5972

Change of address by either party shall be given to the other in the same manner as above specified. Any notice or other communications under this Agreement shall be deemed given upon actual delivery as shown by the return receipt.

14. **Governing Law.** This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of North Carolina.
15. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding of the parties hereto with respect to the subject matter of this Agreement and supersedes all arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either party hereto. There are no restrictions,

representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein.

17. **No Third Party Beneficiaries.** Nothing herein expressed or implied is intended to confer upon any person, other than the parties hereto, their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.
18. **Binding Nature of Agreement: Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.
19. **No Waivers.** No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.
20. **Provisions Severable.** The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any provision may be invalid or unenforceable in whole or in part. Further, it is the intention of the parties hereto that in lieu of any provision that it is held to be invalid or unenforceable, there shall be added by mutual agreement, as a part of this Agreement, a provision as similar in terms to such invalid or unenforceable provision as may be possible and enforceable.

**IN WITNESS WHEREOF**, the parties execute this Agreement as of the day and year first above written.

**ATTEST:**

**LEE COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

**M & W LAWN MAINTENANCE, LLC**

By: \_\_\_\_\_  
Randall Lee McNeill

By: \_\_\_\_\_  
Kevin Blue Womack

Lee County Schools and School Facilities Service Locations

Locations	Mowing (7 day rotation)	Herbicide Treatment (2 per year or as directed)	Ornamentals (Overall / Maintenance)	
			Trimming Shrubs	Mulch
Benjamin T. Bullock Elem.	\$ 252.00		\$640.00	\$3,200.00
Bragg Street Academy	\$ 168.00		\$640.00	\$ 800.00
Broadway Elementary	\$ 252.00	All Herbicide Treatment	\$640.00	\$1,600.00
East Lee Middle	\$ 420.00	Is included in mowing.	\$640.00	\$1,600.00
Greenwood Elementary	\$ 336.00		\$640.00	\$1,600.00
J. R. Ingram Jr. Elementary	\$ 336.00		\$640.00	\$1,600.00
Deep River Elementary	\$ 420.00		\$640.00	\$2,400.00
Floyd L. Knight	\$ 168.00		\$640.00	\$ 800.00
J. Glenn Edwards	\$ 504.00		\$640.00	\$1,600.00
Lee County High	\$ 336.00		\$640.00	\$1,600.00
Tramway Elementary	\$ 336.00		\$640.00	\$1,600.00
Warren Williams	\$ 168.00		\$640.00	\$1,600.00
West Lee Middle	\$ 336.00		\$640.00	\$ 800.00
SanLee Middle School	\$ 252.00		\$640.00	\$ 800.00
Southern Lee High	\$ 420.00		\$640.00	\$3,200.00
Bus Garage	\$ 168.00		No Shrubs	
Heins Building	\$ 168.00		\$640.00	\$ 800.00
<b>TOTAL</b>	<b>\$5040 x 31 = \$156,240.00</b>		<b>\$10,240.00</b>	<b>\$25,600.00</b>

- The total yearly contract price for the above services shall not exceed \$192,080.00.
- Also included are the courtyards at J. Glenn Edwards, J. R. Ingram and West Lee and two play grounds at J. R. Ingram; and fenced areas at Greenwood, Deep River and Lee County High School.
- No heavy mowers or other equipment will be employed when mowing the filter bed at Greenwood Elementary.
- No athletic fields are included in this contract.



MAINTENANCE  
MISSION STATEMENT

WE ARE DEDICATED TO  
PROVIDING A SAFE,  
CLEAN, HEALTHY LEARNING  
ENVIRONMENT FOR THE  
CHILDREN OF  
LEE COUNTY SCHOOLS.

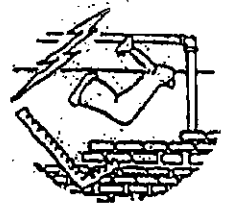
**LEE COUNTY SCHOOLS**

**MAINTENANCE DEPARTMENT**

2000 Nash Street

Sanford, N. C. 27330

919-776-4013 FAX: 919-776-2410



3

**GRASS MOWING BIDS**

**FEBRUARY 10, 2010**

CONTRACTOR	AMOUNT
M & W Landscaping	\$191,280.00
Chris Wood Lawn Care	\$203,325.00
TM Properties	\$210,955.00

**CONTRACTOR QUOTATION**

CONTRACTOR:

M & W Landscaping (Randall McNeill) B.S. Horticulture

ADDRESS:

1409 Cool Springs Rd  
Wilmington, N.C. 27546

N.C. State 83

TELEPHONE:

910-890-3928

FAX:

OTHER:

910-890-5972, 910-893-4485

AFTER CAREFUL REVIEW OF THE SPECIFICATIONS AND THE ON-SITE VISITS, THE FOLLOWING BID IS SUBMITTED. I UNDERSTAND THAT LOW BID WILL NOT NECESSARILY RECEIVE THIS CONTRACT AND THAT SAID CONTRACT WILL BE AWARDED TO THE CONTRACTOR DEEMED BEST QUALIFIED AND AT THE MOST REASONABLE COST. LEE COUNTY SCHOOLS RESERVE THE RIGHT TO REFUSE ALL BIDS. IN ADDITION, LEE COUNTY SCHOOLS RESERVE THE RIGHT TO EXTEND THE CONTRACT UPON THE NEGOTIATION OF TERMS THAT BOTH PARTIES FIND MUTUALLY AGREEABLE.

THE ABOVE LISTED CONTRACTOR PROPOSES TO PROVIDE ALL LANDSCAPING & LAWN MAINTENANCE IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. THE SERVICES WILL BE PROVIDED TO LEE COUNTY SCHOOL SYSTEM ON AN ANNUAL BASIS FOR THE SUM OF:

Randall L. McNeill

(\$ 191,280.00)

PAYMENTS SHALL BE MADE MONTHLY BEGINNING MAY 1, 2010.

CONTRACTOR HAS ATTACHED ALL REQUIRED DOCUMENTATION INCLUDING:

Pesticide/Insecticide License ☒

Insurance Policies ☒

Work Schedule ☒

MSDA Sheet on All Chemicals to be Used ☒

Employee List ☒

References ☒

Method of Application—All Chemicals Liquid

Equipment List ☒

COMPANY/CONTRACTOR:

M & W Landscaping

DATE:

2/10/10

AUTHORIZE SIGNATURE:

Randall L. McNeill

TITLE:

Co-Owner

**OWNER ACCEPTANCE**

THE ABOVE PROPOSAL, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

LEE COUNTY SCHOOLS

DATE OF ACCEPTANCE \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TERM: The term of this Contract will be reviewed each year and be awarded for a three year period of time, beginning January 1, 2010, and continuing through December 31, 2013. Either party may terminate this Contract for default cause with a sixty (30) day written notice.

# Lee County Schools and School Facilities Service Locations

Locations	Mowing (7 day rotation)	Herbicide Treatment (As needed)	Ornamentals (Overall / Maintenance)
B. T. Bullock	252.00 Wednesdays	included with mowing	Trimming shrub / Mulch 640.00 3,200.00
Bragg St. Academy	168.00 Mondays		640.00 800.00
Broadway Elementary	252.00 Wednesdays		640.00 1,600.00
East Lee Middle	420.00 Saturdays		640.00 1,600.00
Greenwood Elementary	336.00 Thursdays		640.00 1,600.00
J. R. Ingram Elementary	336.00 Saturdays		640.00 1,600.00
Deep River Elementary	420.00 Wednesdays		640.00 2,400.00
Floyd L. Knight	168.00 Mondays		640.00 800.00
J. Glenn Edwards	504.00 Fridays		640.00 1,600.00
Lee County High	336.00 Saturdays		640.00 1,600.00
Tramway Elementary	336.00 Mondays		640.00 1,600.00
Warren Williams	168.00 Tuesdays		640.00 1,600.00
West Lee Middle	336.00 Saturdays		640.00 800.00
SanLee Middle	252.00 Saturdays		640.00 800.00
Southern Lee High	420.00 Saturdays		640.00 3,200.00
Bus Garage	168.00 Tuesdays		<del>640.00</del> No shrubs
Heins Education Building	168.00 Tuesdays		640.00 800.00
TOTAL	5,040 X 31 cuts = 156,240	Total:	10,240.00 24,800.00

Include also courtyards at J. Glenn Edward, J. R. Ingram and West Lee and the two play grounds.



## LANDSCAPING

Kevin Womack

Randall McNeill

Phone: (910) 890-5972

(910) 890-3928

1409 Cool Springs Road

Lillington, NC 27546

February 17, 2010

Dear Lee County Schools,

On behalf of M & W Landscaping I would like to thank you for the opportunity to handle your landscaping and lawn maintenance needs from April 1, 2010-October 31, 2013. As with any new account, your needs will be met with the highest regard for quality of work in a safe and timely manner.

In addition to, with our already trained staff, we will be adding one other full-time employee, Matt Miller and another part-time employee if needed during summer months. With the addition of the Lee County Schools account, we anticipate purchasing one more Hustler 66 inch zero turn lawn mower and 1 more Kubota sub-compact tractor with loader and belly mower.

We strive to keep our equipment maintained properly to ensure a uniform cut at all times. Thank you for allowing us to serve your school system and we look forward to working with you in the future. If you have any questions or concerns, please feel free to contact us.

Sincerely,

Kevin Womack

Randall McNeill

**CERTIFICATE OF INSURANCE**  
**Farm Bureau Insurance of N.C., Inc.**  
**North Carolina Farm Bureau Mutual Insurance Company**

This is to Certify, that policies in the name of

NAME  
INSURED  
and  
ADDRESS

Kevin B Womack & Randall L McNeill  
 Dba M & W Landscaping  
 Po Box 854  
 Mamers NC 27552

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR  
 NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE  
 AFFORDED BY ANY POLICY DESCRIBED HEREIN.

are in force at the date hereof, as follows:

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
COMMERCIAL  GENERAL  LIABILITY	GL 0487122	11/15/2009	11/15/2010	GENERAL AGGREGATE	\$ 1000
				PRODUCTS-COMP/OPS AGGREGATE	\$ 1000
				PERSONAL & ADVERTISING INJURY	\$ 1000
				EACH OCCURRENCE	\$ 1000
				FIRE DAMAGE (ANY ONE FIRE)	\$ 100
				MEDICAL EXPENSE (ANY ONE)	\$ 5
AUTOMOBILE LIABILITY				CSL	\$
SCHEDULED AUTOS				BODILY INJURY (PER PERSON)	\$
HIRED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
NON-OWNED AUTOS				PROPERTY DAMAGE	\$
GARAGE LIABILITY					
EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
UMBRELLA				\$	\$
OTHER THAN UMBRELLA FORM					
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC 0239418	6/10/2009	8/10/2010	STATUTORY	
	NORTH CAROLINA W.C. COVERAGE ONLY			\$ 100	(EACH ACCIDENT)
				\$ 100	(DISEASE-EACH EMPLOYEE)
				\$ 500	(DISEASE-POLICY LIMIT)
OTHER					
ADDITIONAL INSURED (IF ANY):					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:

In the event of any material change in, or cancellation of said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

Dated: 2/17/2010

JOB LOCATION:

Name of  
 Company: North Carolina Farm Bureau Mutual Insurance Co.

CERTIFICATE ISSUED TO:

NAME  
and  
ADDRESS

Lee County Schools Attn: Jerry Pittman  
 P.O Box 1010  
 108 Gordon St.  
 Sanford, N.C 27331 919-776-2410

AUTHORIZED REPRESENTATIVE

## CONTRACTOR QUOTATION

CONTRACTOR: CHRIS WOOD / WOOD LAND CARE, LLC  
ADDRESS: 499 Lick Creek Rd. Sanford N.C. 27330  
TELEPHONE: 919-842-2126 FAX: 919-224-1014  
OTHER: \_\_\_\_\_

AFTER CAREFUL REVIEW OF THE SPECIFICATIONS AND THE ON-SITE VISITS, THE FOLLOWING BID IS SUBMITTED. I UNDERSTAND THAT LOW BID WILL NOT NECESSARILY RECEIVE THIS CONTRACT AND THAT SAID CONTRACT WILL BE AWARDED TO THE CONTRACTOR DEEMED BEST QUALIFIED AND AT THE MOST REASONABLE COST. LEE COUNTY SCHOOLS RESERVE THE RIGHT TO REFUSE ALL BIDS. IN ADDITION, LEE COUNTY SCHOOLS RESERVE THE RIGHT TO EXTEND THE CONTRACT UPON THE NEGOTIATION OF TERMS THAT BOTH PARTIES FIND MUTUALLY AGREEABLE.

THE ABOVE LISTED CONTRACTOR PROPOSES TO PROVIDE ALL LANDSCAPING & LAWN MAINTENANCE IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. THE SERVICES WILL BE PROVIDED TO LEE COUNTY SCHOOL SYSTEM ON AN ANNUAL BASIS FOR THE SUM OF:

Two-hundred three thousand Three-hundred Twenty-five (\$203,325.00)

PAYMENTS SHALL BE MADE MONTHLY BEGINNING MAY 1, 2010.

### CONTRACTOR HAS ATTACHED ALL REQUIRED DOCUMENTATION INCLUDING:

Pesticide/Insecticide License	Insurance Policies	Work Schedule
MSDA Sheet on All Chemicals to be Used	Employee List	References
Method of Application—All Chemicals	Equipment List	

COMPANY/CONTRACTOR: WOOD LAND CARE, LLC DATE: 2-10-10  
AUTHORIZE SIGNATURE: Chris Wood TITLE: Owner

## OWNER ACCEPTANCE

THE ABOVE PROPOSAL, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

LEE COUNTY SCHOOLS DATE OF ACCEPTANCE \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

TERM: The term of this Contract will be reviewed each year and be awarded for a three year period of time, beginning January 1, 2010, and continuing through December 31, 2013. Either party may terminate this Contract for default cause with a sixty (30) day written notice.

# Lee County Schools and School Facilities Service Locations

Locations	Mowing (7 day rotation)	Herbicide Treatment (As needed)	Ornamentals (Overall / Maintenance)
B. T. Bullock	\$ 300.00	\$ 750.00	\$ 4500.00
Bragg St. Academy	\$ 150.00	\$ 400.00	\$ 500.00
Broadway Elementary	\$ 250.00	\$ 600.00	\$ 100.00
East Lee Middle	\$ 400.00	\$ 750.00	\$ 800.00
Greenwood Elementary	\$ 450.00	\$ 750.00	\$ 1500.00
J. R. Ingram Elementary	\$ 300.00	\$ 750.00	\$ 800.00
Deep River Elementary	\$ 400.00	\$ 750.00	\$ 1,000.00
Floyd L. Knight	\$ 300.00	\$ 500.00	\$ 500.00
J. Glenn Edwards	\$ 400.00	\$ 750.00	\$ 1200.00
Lee County High	\$ 425.00	\$ 750.00	\$ 2000.00
Tramway Elementary	\$ 400.00	\$ 750.00	\$ 1000.00
Warren Williams	\$ 125.00	\$ 400.00	\$ 500.00
West Lee Middle	\$ 375.00	\$ 750.00	\$ 1000.00
SanLee Middle	\$ 450.00	\$ 1000.00	\$ 1000.00
Southern Lee High	\$ 425.00	\$ 1,000.00	\$ 2,000.00
Bus Garage	\$ 125.00	\$ 400.00	\$ 250.00
Heins Education Building	\$ 150.00	\$ 400.00	\$ 700.00
TOTAL	\$ 5425.00 X 31 cuts = \$ 169,225.00	\$ 11,300.00	\$ 22,250.00

Include also courtyards at J. Glenn Edward, J. R. Ingram and West Lee and the two play grounds.

**CONTRACTOR QUOTATION**

CONTRACTOR: TM Properties and Ground Maintenance Inc  
ADDRESS: 120 Womble Rd  
Sanford NC 27330  
TELEPHONE: 919 770 3897 FAX: 919 776 1803  
OTHER: 919 353 5781

AFTER CAREFUL REVIEW OF THE SPECIFICATIONS AND THE ON-SITE VISITS, THE FOLLOWING BID IS SUBMITTED. I UNDERSTAND THAT LOW BID WILL NOT NECESSARILY RECEIVE THIS CONTRACT AND THAT SAID CONTRACT WILL BE AWARDED TO THE CONTRACTOR DEEMED BEST QUALIFIED AND AT THE MOST REASONABLE COST. LEE COUNTY SCHOOLS RESERVE THE RIGHT TO REFUSE ALL BIDS. IN ADDITION, LEE COUNTY SCHOOLS RESERVE THE RIGHT TO EXTEND THE CONTRACT UPON THE NEGOTIATION OF TERMS THAT BOTH PARTIES FIND MUTUALLY AGREEABLE.

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two hundred thousand nine hundred fifty five dollars 210,955.00  
dollars

PAYMENTS SHALL BE MADE MONTHLY BEGINNING MAY 1, 2010.

CONTRACTOR HAS ATTACHED ALL REQUIRED DOCUMENTATION INCLUDING:

Pesticide/Insecticide License	Insurance Policies	Work Schedule
MSDA Sheet on All Chemicals to be Used	Employee List	References
Method of Application—All Chemicals	Equipment List	

COMPANY/CONTRACTOR: TM Properties and Ground Maintenance Inc DATE: 2/10/2010

AUTHORIZE SIGNATURE: [Signature] TITLE: president

**OWNER ACCEPTANCE**

THE ABOVE PROPOSAL, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

LEE COUNTY SCHOOLS DATE OF ACCEPTANCE \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

TERM: The term of this Contract will be reviewed each year and be awarded for a three year period of time, beginning January 1, 2010, and continuing through December 31, 2013. Either party may terminate this Contract for default cause with a sixty (30) day written notice.



# Lee County Schools and School Facilities Service Locations

Locations	Mowing (7 day rotation)	Herbicide Treatment (As needed)	Ornamentals (Overall / Maintenance)
B. T. Bullock	\$ 325.00	\$ 600.00	\$ 2900.00
Bragg St. Academy	\$ 175.00	\$ 225.00	\$ 550.00
Broadway Elementary	\$ 275.00	\$ 250.00	\$ 1400.00
East Lee Middle	\$ 425.00	\$ 500.00	\$ 1,000.00
Greenwood Elementary	\$ 475.00	\$ 650.00	\$ 1750.00
J. R. Ingram Elementary	\$ 320.00	\$ 550.00	\$ 1,000.00
Deep River Elementary	\$ 400.00	\$ 675.00	\$ 1200.00
Floyd L. Knight	\$ 350.00	\$ 250.00	\$ 650.00
J. Glenn Edwards	\$ 420.00	\$ 700.00	\$ 950.00
Lee County High	\$ 475.00	\$ 600.00	\$ 1300.00
Tramway Elementary	\$ 425.00	\$ 500.00	\$ 1150.00
Warren Williams	\$ 140.00	\$ 250.00	\$ 650.00
West Lee Middle	\$ 350.00	\$ 650.00	\$ 1250.00
SanLee Middle	\$ 500.00	\$ 300.00	\$ 2700.00
Southern Lee High	\$ 500.00	\$ 800.00	\$ 2100.00
Bus Garage	\$ 100.00	300.00	\$ 250.00
Heins Education Building	\$ 100.00	300.00	\$ 950.00
<b>TOTAL</b>	<b>\$ 5755 X 31 cuts = 178,405</b>	<b>10,800</b>	<b>21,750</b>

Include also courtyards at J. Glenn Edward, J. R. Ingram and West Lee and the two play grounds.