

AGREEMENT

THIS AGREEMENT, made this 9th day of ~~May~~ ^{JUNE}, 2022, by and between **GreenSweep LLC**, hereinafter referred to as "Contractor", and the **Friendship Heights Village Council**, hereinafter referred to as "Council." In consideration of the mutual covenants and Agreements hereinafter contained, it is hereby agreed by and between the parties as follows:

1. Contractor shall perform all work specified for the renovation of Page Park in the Village of Friendship Heights, in accordance with the proposal attached hereto as **Addendum I** and made a part hereof.

2. All work performed by Contractor under this Agreement shall be done in a good and workman-like manner for the total sum of \$851,560, in accordance with payment structure as indicated in Addendum I.

3. All work performed by Contractor under this agreement shall be subject to the provisions of **Addendum II**, which is attached hereto and made a part hereof. In the event of a conflict between any of the provisions in the attached proposal (**Addendum I**), and any provisions set forth in this Agreement, including **Addendum II**, the terms of this Agreement, including **Addendum II**, shall control.

4. This Agreement shall not be assigned by Contractor without the prior written consent of the Council, nor may Contractor subcontract any portion of its obligations hereunder without the prior written approval of the Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

GreenSweep LLC

FRIENDSHIP HEIGHTS VILLAGE COUNCIL

By: 

By: 

Jedd Narsavage, Vice President

Melanie Rose White, Mayor

6/9/2022



The New Page Park

COST ESTIMATE

GREENSWEEP LLC

MAY 2022

This cost estimate is a refinement and update of the Preliminary Cost Estimate previously provided in February 2022. It is based on combination of information from the Council-approved GreenSweep landscape design and plant list, from field measurements and take-offs, from information from subcontractors and suppliers, and from current labor rates and requirements. While this cost estimate represents GreenSweep's "best faith estimate" of the cost to complete the work, any construction project of this scope will inevitably present unforeseen challenges or issues. In addition, constant fluctuations in the market for supplies, materials and labor costs mean that GreenSweep cannot guarantee any pricing estimate will never change. Prices may vary throughout the season due to availability and changing market conditions.

GreenSweep has a very high degree of confidence in the accuracy of this cost estimate, and shall make every reasonable effort to complete the project within the limits of this cost estimate. Should unforeseen conditions or changes in the field be made that result in an increase in cost, a Change Order Estimate for that issue or item shall be prepared for client review and approval. Change Order must be signed by client prior to work proceeding. Should client decide against using any selected materials purchased by Contractor which are required to satisfy project plan, client may be responsible for the payment of those additional and/or alternative materials.

Deposit equal to 33-1/3% of total signed estimate is due from Client in order for Contractor to begin work. Payment plan shall be as follows:

Deposit Due Upon Signing: 33 1/3%

Due Upon Significant Completion of Work, defined as 66 2/3% complete: 33 1/3%

Due Upon 100% Completion of Work: 33 1/3%



Payments made via credit card may be subject to a 3% transaction fee. Unless Client advises GreenSweep within fifteen (15) days of the invoice that Client has questions regarding the invoice, Client agrees the invoice is correct. Invoices must be paid in full within 30 calendar days of the invoice date. With failure to do so, 2 percent interest will be compounded monthly.

In the event of Client's breach of this Agreement, GreenSweep shall be entitled to reasonable attorney's fees, defined as 33-1/3% of the total balance due (including principal and interest), costs, expenses, and expert witness fees. In the event GreenSweep files suit, Client consents and submits to jurisdiction in Montgomery County, Maryland for any suit, action, or proceeding arising out of this contract. Client expressly waives the right to a jury trial in the event of any litigation between GreenSweep and Client arising from this contract, any amendments and/or modifications to the contract, and any work and/or change orders arising from the contract.

GreenSweep carries full commercial liability insurance, and the Worker's Compensation coverage required by law for fulltime employees.

GreenSweep is liable for: Any damage done to the property while working, with the exception of bark damage to unmulched shrubs and trees; damage to or failure of any plant material caused by improper horticultural practices.

GreenSweep is not liable for: Bark damage to un-mulched shrubs and trees; flooding, storm, wind, or cold damage to plants, and other construction elements; plant disease, fungus, or insect damage; damage caused by improper watering or other activities by the client.



PROJECT ELEMENT & DESCRIPTION	COST ESTIMATE
<p>Landscape Plantings & Earthwork: Rough grading with mechanized equipment, fine grading with hand tools to ensure proper drainage. Approximately 16,600 SF of grading. Plant and tree removal as needed. New landscape plantings and bed finishing (mulch in landscape beds, pine fines in play area, etc.) as indicated on landscape design and plant list. Approximately 12,535 SF of new landscape beds.</p>	<p>\$190,150</p>
<p>Signature Tree Installation: Delivery and installation of a large caliper (approximately 8-9" trunk diameter) Black Gum tree in the lawn space of the park.</p>	<p>\$10,800</p>
<p>Sod Lawn: Installation of new tall fescue sod rolls in lawn space, including tilling soil with compost and/or soil amendments to improve initial growth. Approximately 3000 SF of sod.</p>	<p>\$15,825</p>
<p>Patio Hardscape: Construction of new patio spaces with natural Pennsylvania bluestone, regular rectangular pattern. Including rebuilt southeast entrance as accessible entrance. Set in concrete base with mortar joints. Reconstruction of rear BBQ area to match. Approximately 2,850 SF of new patio.</p>	<p>\$227,375</p>
<p>Sitting Wall Hardscape: Construction of new sitting walls around edges of patio spaces, edges of play area, and reconstruction of rear BBQ area walls to match. Lake George pattern natural fieldstone, double-sided walls, bluestone sill, 18-24" high, 14-26" thick. Approximately 195 LF of walls.</p>	<p>\$107,900</p>
<p>Boulder Terracing Hardscape: Construction of natural boulder terraces along south hillside and in lawn space. Pennsylvania natural fieldstone boulders, dry stacked. Approximately 301 LF of terrace walls</p>	<p>\$37,625</p>
<p>Crushed Stone Pathways: Use of compacted stonedust to fill eastern and northern paths leading away from patio areas. Metal edging along sides to separate stones from landscape beds, lawn, etc. Approximately 2,500 SF of stone paths.</p>	<p>\$14,440</p>
<p>Southwest Staircase: Construction of new southwest staircase using natural Pennsylvania fieldstone and Pennsylvania stepper slabs.</p>	<p>\$47,200</p>
<p>Iron Railings: Construction of new rod iron railings along southwest staircase and uphill at southeast entrance as needed.</p>	<p>\$15,430</p>



Approximately 84 LF of railings.	
Central Plaza Pergola: Construction of new Central Plaza Pergola. Rod iron frame with stone base. Approximately 45' length along exterior curve, 8' wide, 8' post gaps, 9' height.	\$111,375
Lighting & Irrigation: Installation of new lighting for safety and landscape accents throughout park. Shall be solar-powered, and rated to operate from sunset until approximately 10:00pm. Precise locations to be determined following completion of final plan. Reconstruction of new irrigation system to provide watering to all planted areas.	\$37,035
Site Furnishings: Installation of site furnishings to include tables and chairs, benches, and wooden nature play equipment. All site furnishings shall be anchored with concrete. At least one table set shall be wheelchair accessible.	\$36,405
TOTAL ESTIMATED COST	\$851,560

PAYMENT STRUCTURE

33.33% Due Upon Signing:	\$283,853.33
33.33% Invoiced at 66%+ Project Completion:	\$283,853.33
Final Payment Invoiced at 100% Project Completion:	\$283,853.34

ADDENDUM II TO AGREEMENT

Between: *Friendship Heights Village Council*, (Council) and *GreenSweep LLC*, (Contractor)

1. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract. Contractor is not to be considered an agent or employee of Council for any purpose, and the employees of Contractor are not entitled to any of the benefits that Council provides for Council's employees. It is understood that Council does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other Councils while Contractor is under contract with Council.

2. RESPONSIBILITIES OF CONTRACTOR

- a. Contractor shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this contract.
- b. Contractor shall furnish duly qualified and experienced employees and foremen or supervisors to carry out the work to be performed by Contractor under this contract. Persons hired by Contractor shall be thoroughly screened, including police clearance, as permissible by law. Contractor shall comply with the instructions pertaining to conduct and regulations issued by Council through its designated representatives. Contractor shall at all times enforce strict discipline and maintain good order among the workers engaged in the work and shall cause such workers to observe all reasonable fire prevention, security and safety rules and regulations in force at the site of the work.
- c. Contractor shall provide adequate supervision at all times of the work which Contractor's employees are performing under this contract to insure its completion and satisfactory performance in accordance with the terms of the contract. In the performance of the work herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work. However, the work contemplated herein must meet the approval of Council and shall be subject to Council's general right of inspection and supervision to secure the satisfactory completion thereof.
- d. Contractor agrees to comply with all federal, state and municipal laws, rules and regulations that are now or may in the future become applicable to Contractor or Contractor's business, equipment and personnel engaged in operations covered by this contract or accruing out of the performance of such operations. Contractor shall take all precautions necessary and shall be responsible for the safety of the work hereunder and shall maintain all lights, guards, signs, temporary passages, or other protection necessary for the purpose. All work shall be done at Contractor's risk. Contractor shall obtain applicable permits and licenses and pay all related fees, unless otherwise stated herein.

3. INDEMNITY AND LIABILITY

a. Contractor shall indemnify Council, its agents and employees against all liability or loss, and against all claims or actions based upon or arising out of damages or injury (including death) to persons or property, caused by or sustained in connection with the performance, or failure of performance of this contract or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation, and the defense of any such claims or actions. Contractor shall also indemnify Council against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor's employees engaged in performance of the contract.

b. Contractor shall bear all responsibility for any equipment owned or rented by Contractor, or for any material to be used by Contractor in the performance of this contract, until such material is installed and accepted by Council. Council shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by Contractor or any of his employees, even if such equipment is furnished, rented, or loaned to Contractor by Council. The acceptance or use of any such equipment by Contractor or any of his employees shall be construed to mean that Contractor accepts full responsibility for, and agrees to indemnify Council against loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such injury or damage is to any employee or the property of Contractor, other contractors, Council or other persons with the exception of loss, liability, injury or damage caused by unauthorized use, by Council, of Contractor's equipment or materials.

c. If any arrangement, however informal and of whatever duration, is made whereby employees of Council or other contractor are used by Contractor, they shall, while engaged in such work, be considered for all purposes employees of Contractor and not of Council or other contractor irrespective of the party paying them. Contractor shall indemnify Council against any and all liability, loss, cost, damage or expense, by reason of any act or omission of any such employee while he is being used by Contractor with express permission from Contractor for such use.

4. INSURANCE

Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract and any other renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. Contractor agrees to provide Council with certificates evidencing the required coverage, and naming Council as an additional insured, before Contractor begins work hereunder. Such certificates shall be in a format acceptable to Council, shall contain a provision that coverage afforded under these policies will not be cancelled and no material changes will be made until at least thirty (30) days prior written notice has been given to Council. Contractor shall provide and maintain the following insurance:

a. WORKER'S COMPENSATION as required by all applicable Federal, State, Maritime or other laws including Employer's Liability with a limit of at least \$100,000.*

b. COMPREHENSIVE GENERAL LIABILITY including:

Premises- Operations Liability Coverage

Products- Completed Operations Liability Coverage, Contractual Liability, Independent Contractors Liability Coverage, with minimum limits of at least:

Bodily Injury:	Each Person	\$2,000,000*
	Each Occurrence	\$2,000,000*
Property Damage:	Each Person	\$2,000,000*
	Each Occurrence	\$2,000,000*

c. COMPREHENSIVE AUTOMOBILE LIABILITY including non-ownership and hired car coverage as well as owned vehicles with minimum limits of at least:

Bodily Injury:	Each Person	\$2,000,000*
	Each Occurrence	\$2,000,000*
Property Damage:	Each Occurrence	\$2,000,000*

d. EXCESS OR UMBRELLA LIABILITY with a limit of not less than two million dollars (\$2,000,000).

*or such other limits as to comply with requirement of coverage for Umbrella/Excess Liability Policy.

5. SPECIFICATIONS

All services performed by Contractor under this Agreement shall be performed in accordance with the specifications set out in the Agreement. In addition, if applicable:

Contractor shall require that its employees clean up their work area at the conclusion of each work day.

Contractor shall secure Council's authorization before shutting down and/or starting up any operational equipment.

6. TERMINATION

This Agreement may be terminated prior to the end of the Term set forth in the Agreement without cause by either party upon thirty (30) days notice in writing. With cause, this Agreement may be cancelled immediately.

7. NOTICES

Any notice required shall be in writing and shall be either sent by mail or hand delivered to the parties at the addresses indicated herein.

8. ASSIGNMENT

This Agreement shall not be assignable without the prior written consent of the parties hereto. For purposes of this Agreement, assignment includes subcontracting. Use of a subcontractor without the prior written consent of Council shall constitute cause for immediate cancellation of this Agreement.

9. ENTIRE AGREEMENT

This Agreement, and all additions thereto, embodies the entire agreement between the parties, and no oral agreement or written correspondence shall be held to alter the provisions hereof. To be valid, all subsequent changes and modifications shall be embraced within a written instrument duly executed by both parties. This agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.