REQUEST FOR PROPOSALS (RFP)

RFP NUMBER:
2017-299

RFP NAME:
CHARLOTTE AREA TRANSIT SYSTEM (CATS) GROUNDS MAINTENANCE SERVICES - FY2018 (BUS PARK & RIDE LOTS)

OWNER:
CITY OF CHARLOTTE
C/O ENGINEERING AND PROPERTY MANAGEMENT

CONTRACT ADMINISTRATOR
LANDSCAPE MAINTENANCE DIVISION

DATE ISSUED:
SEPTEMBER 1, 2017
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1 REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

1.1 PUBLIC NOTICE
The City of Charlotte (City) plans to contract with one to two firms to provide grounds maintenance services (Work) for the CATS Bus Park & Ride Lots at various locations within Charlotte. The City is seeking firms whose combination of experience and expertise will provide timely, cost-effective services to the City.

All work covered in this RFP shall be in accordance with and all materials shall conform to the requirements of Charlotte Landscape Construction Standards Landscape Planting and Seeding Section.

Information related to this solicitation, including any addenda, will be posted to the City’s Website at http://epmcontracts.charmeck.org. For questions related to this RFP, contact:

Tammy Hamilton, Engineering Contracts Specialist
City of Charlotte - Engineering & Property Management
600 East Fourth Street, Charlotte, NC 28202
Direct Phone: (704) 432-5568  Main Phone: (704) 336-2291
Email: thamilton@charlottenc.gov

1.2 PROJECT OVERVIEW
The Contractor shall provide all labor, equipment, supplies, and materials required to provide grounds maintenance services for city owned properties. Services consists of but is not limited to grounds maintenance, turf maintenance, shrub maintenance, groundcover maintenance, perennial maintenance, trash and debris removal, storm debris pickup, irrigation maintenance, repair, and operation, snow and ice removal, and limited tree maintenance.

A detailed Scope of Work is provided in Exhibit A – Scope of Work.

1.3 RFP SCHEDULE AND PROPOSAL SUBMISSION
Provided below is the anticipated schedule of events. The City reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this Project.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement of RFP</td>
<td>September 1, 2017</td>
</tr>
<tr>
<td>Pre-Submittal Meeting</td>
<td>September 27, 2017, 9:00 AM – 12:00 PM</td>
</tr>
<tr>
<td></td>
<td>Landscape Management Office</td>
</tr>
<tr>
<td></td>
<td>701 Tuckaseegee Road</td>
</tr>
<tr>
<td></td>
<td>Charlotte, North Carolina 28208</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>October 18, 2017</td>
</tr>
<tr>
<td>DUE DATE &amp; TIME FOR PROPOSALS</td>
<td>October 26, 2017, 2:00 PM</td>
</tr>
<tr>
<td>Evaluation Meeting</td>
<td>November 13, 2017 (anticipated)</td>
</tr>
<tr>
<td>Selection Announcement</td>
<td>November 15, 2017 (anticipated)</td>
</tr>
</tbody>
</table>
Attendance at the Pre-Submittal Meeting is strongly encouraged, but is not mandatory.

Proposals shall be enclosed in a sealed envelope or package, addressed to the City of Charlotte. The name and address of the prospective firm, the RFP # and RFP Title, shall be placed on the outside of the package. All items required for a responsive Proposal shall be included. It is the sole responsibility of the proposer to ensure that the proposal package is received no later than the established due date and time at the proper location. Proposals received after the due date and time will not be considered. Proposals submitted by facsimile or other electronic means will not be accepted.

Submit/Deliver to: City of Charlotte
Engineering & Property Management
14th Floor Customer Service Desk
600 East Fourth Street, Charlotte, North Carolina 28202
Attn: Tammy Hamilton, Engineering Contracts Specialist

1.4 EVALUATION CRITERIA & PROCESS
Contractors will not be considered unless the following minimum qualifications are met:

- Contractor must employ at least one (1) licensed NC Landscape Contractor to be responsible for the anticipated work as a result of this solicitation.
- Contractor must employ at least one (1) licensed NC Pesticide Applicator obtaining subclasses in Turf & Ornamentals, Aquatics and Right-of-Way.
- Contractor must employ at least one (1) licensed NC Irrigation Contractor to be responsible for all irrigation work as a result of this solicitation.

Evaluation criteria are listed below in relative order of importance:

- Qualifications and experience of firm in providing similar services for similar projects;
- Qualifications and relevant experience of key team members;
- Availability of key team members for this Project to include rapid response time;
- Available equipment resources to be used on this Project;
- Familiarity with local conditions, codes and practices, as evidenced in previous projects;
- Pricing;
- Charlotte Business Inclusion Participation; and
- Responsiveness, relevance and readability of Proposal package.

MWSBE Utilization
The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process. For the purposes of this RFP, the City will consider a Service Providers MWSBE certification and/or MWSBE subcontracting inclusion efforts. To count towards a Department MWSBE Goal, MWSBE certified Service Providers and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated in the City’s Vendor List as a City of Charlotte certified SBE; and/or
- Be designated in the City’s Vendor List as a City of Charlotte registered MBE or WBE

While MWSBE utilization is an important factor in the evaluation process for this RFP, MWSBE utilization is one criteria considered in the totality of all criteria listed in this section.
The City will appoint an evaluation committee whose responsibilities will include performing independent technical evaluations of each proposal and making selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies and risks associated with each Proposal. City reserves the right to obtain clarification or additional information with any firm in regards to its Proposal.

The City reserves the sole right to select the most qualified firm(s) on basis of best overall value that is most advantageous to the City.

Firms who submit proposals will be notified of the selection results. Final recommendation of any selected firm is subject to the approval of City Council or City officials.

1.5 **PROPOSAL FORMAT & CONTENTS**

Interested firms must complete and submit the required Forms 1 thru 8 provided with this RFP.

**END OF SECTION ONE**
2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

2.1 COMMUNICATIONS
All communication of any nature with respect to this RFP shall be addressed to the Contracts Administrator identified in this RFP. With the exception of communications with the Contracts Administrator and Charlottes Business INClusion Officer for this RFP, prospective firms and their staffs are prohibited from communicating with elected City officials, City staff and any selection committee member regarding this RFP or submittals from the time the RFP was released until the selection results are publicly announced. Violation of this provision many lead to disqualification of the firm’s proposal for consideration.

2.2 DUTIES AND OBLIGATIONS OF FIRMS IN THE RFP PROCESS
Interested firms are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting a proposal. Firms must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City. Firms are expected to promptly notify the City in writing to report any ambiguity, inconsistency or error in this RFP. Failure to notify the City accordingly will constitute a waiver of claim of ambiguity, inconsistency or error.

2.3 ADDENDA
In order to clarify or modify any part of this RFP, addenda may be issued and posted at the City's official website at http://epmcontracts.charmeck.org.

Any requests for information or clarification shall be submitted in writing to the Contracts Administrator listed in this RFP by the deadline for questions.

2.4 NO COLLUSION, BRIBERY, LOBBYING OR CONFLICT OF INTEREST
By responding to this RFP, the firm shall be deemed to have represented and warranted that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Furthermore, the firm certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this RFP.

2.5 PUBLIC RECORDS
Upon receipt by the City, each proposal becomes the property of the City and is considered a public record except for material that qualifies as “Trade Secret” information under North Carolina General Statute 66-152 et seq. Proposals will be reviewed by the City’s evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm should be submitted in a separate, sealed envelope marked “Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a proposal, each firm agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process.
and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the evaluation process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire proposal as a trade secret may be disqualified from consideration.

2.6 COST OF PROPOSAL PREPARATION
The City shall not be liable for any expenses incurred by any firm responding to this RFP. Firms submitting a proposal in response to this RFP agree that the materials and submittals are prepared at the firm’s own expense with the express understanding that the firm cannot make any claims whatsoever for reimbursement from the City for the costs and expense associated with preparing and submitting a proposal. Each firm shall hold the City harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or firm responding to this RFP.

2.7 ADVERTISING
In submitting an RFP, proposer agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the City of Charlotte.

2.8 VENDOR REGISTRATION WITH CITY OF CHARLOTTE
The selected firm and subcontractors must be registered in the City’s Vendor Registration System in order to receive payment for services and/or supplies provided under any City contract.

2.9 FINANCIAL CAPACITY; INSURANCE REQUIREMENTS
The selected firm must have the financial capacity to undertake the work and assume associated liability. The selected firm will be required to provide certificates of insurance evidencing coverage for automobile liability in the minimum amount of $1,000,000; commercial general liability in the minimum amount of $1,000,000; and workers’ compensation insurance as required by North Carolina statutes.

2.10 OWNERSHIP OF WORK PRODUCTS
The City shall have exclusive ownership of all intellectual property rights in all documents and other work product prepared by, for, or under the direction of the selected Contractor pursuant to any contract under this RFP (collectively, the “Intellectual Property”), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City’s name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the Contractor a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

2.11 CITY RIGHTS AND RESERVATIONS
The City expects to select one or more firms, but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any firm/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFP as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFP, to cancel the RFP, to re-advertise for
new RFP responses either with identical or revised specifications, or to accept any RFP response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFP shall not be construed as a contract, nor indicate a commitment of any kind.

The City of Charlotte reserves the sole right to award a contract or contracts to the most qualified firm(s) on the basis of best overall proposal most advantageous to the City. The City of Charlotte is therefore not bound to accept a proposal on the basis of lowest price. The City of Charlotte also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the City’s best interest.

2.12 CONTRACT
The contents of this RFP and all provisions of the successful proposal deemed responsive by the City of Charlotte may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the City of Charlotte’s perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful firm’s submittal and any additions or deletions made at the discretion of the City as a result of the RFP process.

2.13 CHARLOTTE BUSINESS INCLUSION
Pursuant to Charlotte City Council’s adoption of the Charlotte Business INClusion (CBI) Policy, the Charlotte Business INClusion program promotes diversity, inclusion, and local business opportunities in the City’s contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at:


The City of Charlotte is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

The Charlotte CSA refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area in effect as of April 8, 2013 consisting of: (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York. This is one criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.

Firms are highly encouraged to consider any and all possibilities for MWSBE participation. A complete list of City certified SBEs is available at


END OF SECTION TWO
3. **CONTRACT GENERAL TERMS AND CONDITIONS**

The contract(s) resulting from this RFP will include the General Terms and Conditions herein, subject to modifications during contract development and final execution thereof. The referenced exhibits may, or may not, be included with this RFP.

3.1 **RESERVED**

3.2 **DEFINITIONS**

ACCEPTANCE refers to the receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria set forth in this Contract.

CONTRACT refers to this written agreement executed by the City and the Company for the Services as outline herein.

CONTRACT PERIOD refers to the number of calendar days or specified date set forth in the Contract for completion of the Services, including authorized amendments or modifications thereto; also referred to as Time of Completion.

CITY refers to the City of Charlotte, North Carolina.

CITY PROJECT MANAGER refers to the specified City employee representing the best interests of the City for this Project.

COMPANY PROJECT MANAGER refers to the specified Company employee representing the best interests of the Company for this Project.

DELIVERABLES refer to all tasks, reports, information, documents and other items, which the Company is required to complete and deliver to the City in connection with this Contract.

DEPARTMENT refers to a department within the City of Charlotte.

DOCUMENTATION refers to all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are published or provided to the City by the Company or its subcontractors, including without limitation all manuals, guides and other materials related to or for use with the Deliverables or Services.

SERVICES refer to the services to be performed by the Company pursuant to this Contract.

SPECIFICATIONS AND REQUIREMENTS refer to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Deliverables and Services which are set forth or referenced in: (i) this Contract, (ii) the Documentation; and (iii) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverable or Services.

WORK PRODUCT refers to the Deliverables and all other reports, information and other items developed by the Company in connection with this Contract, and all partial, intermediate or preliminary versions of any of the foregoing.
3.3 DESCRIPTION OF SERVICES
The Company shall perform the services described in Exhibit A attached to this Contract and incorporated herein by reference (the “Services”). Unless otherwise provided in Exhibit A, the Company shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.

The Company will comply with the schedule, as amended from time to time during the Contract Period, in performing the Services. The parties agree that time is of the essence in having the Company provide the Services specified in Exhibit A. All references to days in this Contract (including the exhibits) shall refer to calendar days rather than business days, unless a provision specifically uses the term “business days.” Any references to “business days” shall mean the days that the City’s offices are open for the public to transact business.

3.4 RESERVED

3.5 RESERVED

3.6 RESERVED

3.7 ACCOUNTING AND AUDITING
The Company shall maintain complete and accurate records, using Generally Accepted Accounting Principles (GAAP), of all costs related to this Contract. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City’s agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Company or any of its payees in connection with this Contract. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

For the purpose of such inspections, the City’s agent or authorized representative shall have access to said records from the Effective Date of this Contract, for the duration of the Services, and until three (3) years after the date of final payment by the City to the Company pursuant to this Contract.

The City’s agent or authorized representative shall have access to the Company’s facilities and shall be provided an adequate and appropriate work place, in order to conduct audits in compliance with this Section. The City will give the Company reasonable advance notice of planned inspections. If, as the result of an audit hereunder, the Company is determined to have charged the City for amounts that are not allocable or verifiable, the Company shall promptly reimburse the City for said amount.

3.8 WITHHOLDING OF PAYMENTS
The parties agree that the City shall be entitled to withhold payments, including final payment, due to the Company under this Contract until the City has received in a form satisfactory to the City all claim releases and other documentation, including but not limited to the City’s Charlotte Business INClusion Program.

3.9 PAYMENT AFFIDAVITS
To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City’s Charlotte Business INClusion (“CBI”)
Program, the City tracks the utilization of subcontractors and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purpose, it is important that the City obtain this data not only for minority, female and small business suppliers and subcontractors, but also for other subcontractors and suppliers. As a condition to receiving payment under this Contract, the Company agrees to provide to the City with each invoice for payment submitted under this Contract, a written payment affidavit detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract (“Payment Affidavits”). Payment Affidavits shall be in the format specified by the City from time to time, and shall include all payments made to subcontractors and suppliers under this Contract that are not included on a prior Payment Affidavit.

Failure to provide a properly completed version of each Payment Affidavit required by this Section shall constitute a default under this Contract, and shall entitle the City to: (a) withhold payment of any amounts due the Company (whether under this Contract or otherwise), or (b) exercise any other remedies legally available for breach of this Contract, or (c) impose any other sanctions permitted under the City’s Charlotte Business INClusion Program. In order to have a properly completed Payment Affidavit, each subcontractor identified must be registered in the City’s Vendor Registration System. The City may request on a case-by-case basis that the Company require certain suppliers to be registered in the City’s Vendor Registration System, and may withhold payment of any amounts due the Company in the event the Company fails to comply with such request.

3.10 PROMPT PAYMENT TO SUBCONTRACTORS
The Company shall pay subcontractors for satisfactory performance of their subcontracts within seven (7) days after the City has paid the Company for such work. If the Company withholds any retainage pending final completion of any subcontractor’s work, the Company is required to pay the retainage so withheld within seven (7) days after such subcontractor completes his work satisfactorily.

3.11 NON-APPROPRIATION OF FUNDS.
If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

3.12 RESERVED

3.13 COMPANY’S RESPONSIBILITIES
Upon receipt of a written Notice to Proceed, Company shall:

a. Provide for the City services in all phases of the Project to which this Contract applies;
b. Serve as City’s professional for the Project as directed by the City’s Project Manager;
c. Furnish customary services incidental to the Project;
d. Review available data and consult with City to clarify and define City’s requirements;
e. Obtain that information, conduct those investigations, and undertake other reasonable efforts necessary for the Company to become conversant with the purpose of the Project and to carry out its responsibilities; and
f. Identify and analyze requirements of governmental authorities having jurisdiction and assist the City in obtaining required approval from such authorities

3.14 **DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES**
The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform the Services, (ii) a list of the City’s personnel whose presence or assistance reasonably may be required by the Company to perform the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those which **Exhibit A** specifically require the City to provide. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City’s failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) which the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City’s failure to provide such information, personnel, facility or resource.

3.15 **POINTS OF CONTACT; NOTIFICATIONS**

3.15.1 **CITY PROJECT MANAGER**
The duties of the City Project Manager include:

a. Examine the documents submitted by the Company and will expedite decisions concerning the documents in order to avoid unreasonable delay in the progress of the Company’s Services
b. Ensuring that the Company delivers all requirements and specifications outlined in this Contract;
c. Coordinating the City’s resource assignment as required to fulfill the City’s obligations pursuant to this Contract;
d. Promptly respond to the Company’s Project Manager when consulted in writing or by email with respect to project issues; and
e. Acting as the City’s point of contact for all aspects of the Project including contract administration and coordination of communication with the City’s staff.

The Company shall contact the City Project Manager prior to all meetings involving City personnel.

The City shall be allowed to change staffing for the City Project Manager position on one (1) business days’ notice to the Company.

3.15.2 **COMPANY PROJECT MANAGER**
The duties of the Company Project Manager include, but are not limited to:

a. Coordination of Project schedules and the Company’s resource assignment based upon the City’s requirements and schedule constraints;
b. Management of the overall Project by monitoring and reporting on the status of the Project and on actual versus projected progress, and by consulting with the City Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
c. Providing consultation and advice to the City on matters related to Project implementation, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company’s specialist resources that may be needed to supplement the Company’s normal implementation staff;

d. Acting as the Company’s point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;

e. Facilitation of review meetings and conferences between the City and the Company’s staff when scheduled or requested by the City;

f. Communication among and between the City and the Company’s staff;

g. Promptly responding to the City’s Project Manager when consulted in writing or by email with respect to Project deviations and necessary documentation;

h. Identifying and providing the City with timely written notice of all issues that may threaten the Company’s Services in the manner contemplated by the Contract (with “timely” meaning immediately after the Company becomes aware of them);

i. Ensuring that adequate quality assurance procedures are in place throughout the Project; and

j. Meeting with other entities working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.

3.15.3 NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient.

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

3.16 REMOVAL, REPLACEMENT AND PROMOTION OF COMPANY PERSONNEL

The City will have the right to require the removal and replacement of any personnel of the Company or the Company’s subcontractors who are assigned to perform Services to the City. The City shall be entitled to exercise such right in its sole discretion by providing written notice to the Company.

The City must approve in writing any hires or transfers of personnel to “Key Personnel” positions on the Project, and the City shall have the right to interview all personnel that the Company proposes to hire or transfer to such positions. As used in this Contract, the term “Key Personnel” shall mean any personnel of the Company or its subcontractors who are identified as Key Personnel in Form 4 - Key Personnel to the Contract, or whom the City from time to time designates in writing to the Company as fulfilling a key role in the Project. Unless approved by the City in writing, the Company will not: (i) remove the Company’s Key Personnel from the Project or permit its subcontractors to remove Key Personnel from the Project; or (ii) materially reduce the involvement of the Company’s Key Personnel in the Project or allow its subcontractors to materially reduce the involvement of Key Personnel in the Project.

The Company will replace any personnel who leave the Project with equivalently qualified persons. The Company will replace such personnel as soon as reasonably possible, and in any
event within thirty days after the Company first receives notice that the person will be leaving the Project.

If the Company gets more than 7 days behind in completing any Service required by this Contract, the Company will devote all personnel assigned to the Project to working on the Project on a first priority basis.

As used in this Contract, the term “personnel” includes all staff provided by the Company or its subcontractors, including but not limited to Key Personnel.

3.17 **PROGRESS REPORTS**
If required as part of the Services in Exhibit A the Company shall prepare and submit to the City bi-weekly (or at such other times as may be agreed in Exhibit A written progress reports, which accomplish each of the following:

Update the project schedule, indicating progress for each task and Service.

Identify all information, personnel, equipment, facilities and resources of the City that will be required for the Company to perform the Services for the subsequent month.

Identify and report the status of all tasks and Services that have fallen behind schedule.

Identify and summarize all risks and problems identified by the Company, which may affect the performance of the Services.

For each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem.

For each risk and problem identified, state the impact on the project schedule.

3.18 **QUALITY CONTROL PROGRAM**
The Company shall establish and follow a quality control program throughout duration of the Contract. The Quality Control Program will identify review personnel and describe the procedures to be used to verify, to independently check, and to review the Services provided, as well as any function, activity, or task as part of this Contract. The Quality Control Program will specify the manner for documenting the check and review processes, recording required procedures, and verification of work activities. It will provide for internal reviews and will detail the frequency and types of reviews to be conducted for the specific job to ensure compliance with quality standards. The City Project Manager, at his/her sole discretion, may request a copy of the Quality Control Program from the Company.

Throughout the Contract duration, the Company will maintain quality control procedures as covered in the approved Quality Control Program and documentation of the Company’s internal reviews for inspection by the City Project Manager. The City Project Manager will have the option to review proposed Deliverables in the Company’s office periodically to verify that proper quality control procedures are employed in the development process.

3.19 **ACCEPTANCE OF SERVICES**
If the City Project Manager is not satisfied that the Services have been met, a notice of rejection (a “Rejection Notice”) shall be submitted to the Company by the City Project Manager that
specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (a) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (b) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the “Certification”). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within fifteen (15) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Service, or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Service (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

3.20 NON-EXCLUSIVITY
The Company acknowledges that it is one of several providers of services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

3.21 REPRESENTATIONS AND WARRANTIES OF COMPANY
3.21.1 GENERAL WARRANTIES.
   a. The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached Exhibits;
   b. The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Contract;
   c. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
   d. Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party. The Company shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Contract;
   e. The Company and each employee provided by the Company to the City for this project shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit A;
   f. All information provided by the Company about each Company is accurate; and
   g. Each Company is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such Company.

3.21.2 ADDITIONAL WARRANTIES
The Company further represents and warrants that:
   a. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
   b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
   c. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
d. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

e. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

f. The performance of this Contract by the Company and each Company provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

3.22 **OTHER OBLIGATIONS OF THE COMPANY**

3.22.1 WORK ON CITY PREMISES

The Company will, whenever on the City premises, obey all instructions and City policies that the Company is made aware of with respect to performing work on the City premises.

3.22.2 RESPECTFUL AND COURTEOUS BEHAVIOR

The Company shall assure that its employees interact with City employees and with the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

3.22.3 REGENERATION OF LOST OR DAMAGED DATA

If the Company loses or damages any data in the City’s possession, the Company shall, at its own expense, promptly replace or regenerate such data from the City machine-readable supporting material, or obtain, at the Company’s own expense, a new machine-readable copy of lost or damaged data from the City data sources.

3.22.4 REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES

In the event that the Company causes damage to the City equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company’s action.

3.23 **E-VERIFY**

The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

3.24 **REMEDIES**

3.24.1 RIGHT TO COVER

If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits), the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and

b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due to the Company and, should
the City’s cost of obtaining or performing the Services exceed the amount due the Company, collect the amount due from the Company.

3.24.2 RIGHT TO WITHHOLD PAYMENT
If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

3.24.3 SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF
The Company agrees that monetary damages are not an adequate remedy for the Company’s failure to provide the Services as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.

3.24.4 OTHER REMEDIES
Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

3.25 TERMINATION OF CONTRACT
3.25.1 TERMINATION FOR CONVENIENCE
The City may terminate this Contract for convenience at any time, for any reason or no reason, by giving thirty (30) days’ prior written notice to the Company. In the event the Contract is terminated pursuant to this Section, the Company shall continue performing the Services until the termination date designated in the termination notice. As soon as practicable after written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. In the event of termination without cause pursuant to this Section, the City agrees to: (i) pay the Company for Services rendered through the termination date at the rates. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with this Section; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each person through the termination date and the percentage of completion of each Service.

Nothing in this Section shall be construed as limiting any right of either party in the event of a breach.

3.25.2 TERMINATION FOR DEFAULT
By giving written notice to the Company, the City may terminate the Contract upon the occurrence of one or more of the following events:

a. The Company fails to complete a particular task by the completion date set forth in this Contract;
b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this
Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or

c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.

d. The Company violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within fifteen (15) days of receipt of written notice of default from the non-defaulting party;

e. The Company attempts to assign, terminate or cancel the Contract contrary to the terms hereof;

f. The Company ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the Company’s assets or properties.

Any notice of default shall identify this Section of the Contract and shall state the City’s intent to terminate the Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract: (i) for six (6) months after the date of written termination notice; (ii) until the date on which the City completes its transition to a new service provider; or (iii) until a date specified by the City in the written termination notice.

3.25.3 CANCELLATION OF ORDERS AND SUBCONTRACTS

In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.

3.25.4 AUTHORITY TO TERMINATE

The following persons are authorized to terminate this Contract on behalf of the City: (a) the City Manager; (b) any Assistant City Manager; or (c) the Department Director of the City Department responsible for administering this Contract.
3.25.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION
Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all files, documentation, media, related material and any other material and equipment that is owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables and Services which are in process as of the date of termination.

3.25.6 NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS
Termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

3.25.7 TRANSITION SERVICES UPON TERMINATION
Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services, necessary to shift the Services of the Company to another provider or to the City itself as described below (the “Transition Services”). Transition Services may include but shall not be limited to the following:

a. Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
b. Notifying all affected service providers and subcontractors of the Company;
c. Performing the Transition Service Plan activities;
d. Answering questions regarding the Services on an as-needed basis; and
e. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

3.26 CHANGES
In the event changes to the Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references and is attached to this Contract (an “Amendment”). The Amendment shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Amendment. If the receiving party does not accept the Amendment in writing within ten (10) days, the receiving party shall be deemed to have rejected the Amendment. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.
3.27 **RELATIONSHIP OF THE PARTIES**

The relationship of the parties established by this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

3.28 **CITY OWNERSHIP OF WORK PRODUCT**

The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, specifications, creative works, software, data, programming code, documents and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City’s prior written consent.

The Company represents and warrants that the Intellectual Property will not infringe or misappropriate the intellectual property or other rights of any person or entity, and that the City shall have the unrestricted right to use the Intellectual Property for any purpose. The Company further represents and warrants that it has the right to grant the rights granted to the City in this Section on behalf of the Company subcontractors.

The City recognizes that the Intellectual Property may be generated, stored, transmitted or published in various media, including, but not limited to traditional hard-copy (i.e., blue prints), CADD formats, via Internet or Extranet websites or other electronic or other media and such Intellectual Property may be subject to unauthorized tampering, modifications and alterations (collectively hereinafter referred to as “Unauthorized Use”) by parties over whom the Company has no control. The Intellectual Property is also subject to discrepancies as a result of numerous factors, including without limitation, transmission and translation errors resulting from differences in computer software, hardware and equipment-related problems, disk malfunctions, and user error (collectively hereinafter referred to as “Discrepancies”).

Accordingly, the Company has no responsibility for any Discrepancies in the Intellectual Property that are beyond the Company’s reasonable control. The Company shall maintain a hard copy of the Intellectual Property for three (3) years from the date it completes all work under this Contract. If requested, the Company shall provide the City with the Intellectual Property in electronic form, and the City agrees to release the Company from all claims, causes of action,
suits, demands and damages, arising from or relating to any Discrepancies in such Intellectual Property that are beyond the Company’s reasonable control.

3.29 LICENSING
The Company shall provide notarized copies of all valid licenses and certificates required for performance of the Services. The notarized copies shall be delivered to the City no later than ten (10) days after the Company receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four (24) hours of demand at any time during the contract term. Licenses and certificates required for this Contract include, by way of illustration and not limitation, the following: 1) a business license valid in North Carolina; 2) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work.

If applicable, failure to obtain a valid Charlotte Business License within thirty (30) days of receiving contract award notification will result in garnishment by the Tax Office from any payments made to the Company.

3.30 INDEMNIFICATION
To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City and each of the City’s officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 3.30 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).
3.31 **SUBCONTRACTING**
Should the Company choose to subcontract, the Company shall remain fully responsible for performance of all obligations, which it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

3.32 **INSURANCE**
Throughout the term of this Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Contract, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate this Contract immediately upon written notice to the Company.

3.32.1 General Requirements.
The Company shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this Section and the City has approved such insurance. The Company shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved.

All insurance policies required by Section shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner’s Office. The Company shall name the City as an additional insured under the commercial general liability policy required by Section.

The Company’s insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company’s operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in Section 3.30).

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Prior to execution of this Contract, the Company shall provide the City with certificates of insurance documenting that the insurance requirements set forth in this Section have been met, and that the City be given thirty (30) days’ written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. The Company shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Contract, and shall provide such certificates within five (5) days after the City’s request. The City’s failure to review a certificate of insurance sent by or on behalf of the Company shall not relieve the Company of its obligation to meet the insurance requirements set forth in this Contract.

Should any or all of the required insurance coverage be self-funded/self-insured, the Company shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
If any part of the work under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Section, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

3.32.2 Types of Insurance
Company shall obtain and maintain during the life of this Contract, with an insurance Company rated not less than “A” by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident and $1,000,000 property damage, or $1,000,000 combined single limit - bodily injury and property damage.

Commercial General Liability. Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Contract, from claims of bodily injury or property damage which arise from operation of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Contract.
The City of Charlotte shall be listed as an additional insured under this coverage.

Workers’ Compensation Insurance. The Company shall meet the statutory requirements of the State of North Carolina, $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit.

3.33 BACKGROUND CHECKS
Prior to starting work under this Contract, the Company should conduct a background check on each Company employee assigned to work under the Contract, and should require its subcontractors (if any) to perform a background check on each of their employees assigned to work under the Contract (collectively, the “Background Checks”). Each Background Check must include: (a) the person’s criminal conviction record from the states and counties where the person lives or has lived in the past seven years; and (b) a reference check.

After starting work under this Contract, the Company should perform a Background Check for each new Company employee assigned to work under the Contract, and should require its subcontractors (if any) to do the same for each of their new employees. If the Company undertakes a new project under the Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.
If a person’s duties under the Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

a. If the job duties require driving: A motor vehicle records check.
b. If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
c. If job duties include entering a private household or interaction with children: A sexual offender registry check.

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

3.34 RESERVED

3.35 COMMERCIAL NON-DISCRIMINATIN

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City’s Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts, or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City’s Non-Discrimination Policy to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.
The Company agrees to provide to the City from time to time on the City’s request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

3.36 MISCELLANEOUS

3.36.1 ENTIRE AGREEMENT
This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

3.36.2 CHANGE IN CONTROL
In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either:

a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Company; or

b. The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

3.36.3 GOVERNING LAW, JURISDICTION AND VENUE
North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

3.36.4 BINDING NATURE AND ASSIGNMENT
This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
3.36.5 CITY NOT LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES
The City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Contract.

3.36.6 SEVERABILITY
The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

3.36.7 NO PUBLICITY
No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

3.36.8 NO BRIBERY OR LOBBY
The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this Contract.

3.36.9 APPROVALS
All approvals or consents required under this Contract must be in writing.

3.36.10 WAIVER
No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.

3.36.11 SURVIVAL OF PROVISIONS
All provisions of this Contract which by their nature and effect are required to be observed, kept or performed after termination of this Contract shall survive the termination of this Contract and remain binding thereafter, including but not limited to the following:
Section “Employment Taxes and Employee Benefits”
Section “Representations and Warranties of Company”
Section “Termination of Contract”
Section “City Ownership of Work Product”
Section “Indemnification”
Section “Notices and Principal Contacts”
Section “Miscellaneous”

3.36.12 SET OFF
The City shall be entitled to set off and deduct from any amounts owed to the Company pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the Company’s breach of this Contract.

3.36.13 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCIRES
The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

3.36.14 TAXES
Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

3.36.15 CONSTRUCTION OF TERMS
Each of the parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

3.36.16 DELAYS AND EXTENSIONS
Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved.

3.36.17 FORCE MAJEURE
The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Contract and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

a. If such failure or delay could not have been prevented by reasonable precautions;
b. If such failure or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and

c. If and to the extent such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or court order (each, a "Force Majeure Event").

Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as: (i) such Force Majeure Event continues and (ii) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

The Company shall promptly notify the City by telephone or other means available (to be confirmed by written notice within five (5) business days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than thirty (30) days, the City may terminate this Contract.

3.37 DISPUTE RESOLUTION

It is understood and agreed that projects subject to NCGS 143-128(g-h) requires that disputes arising under a Contract subject to a dispute resolution process specified by the Owner (i.e., the City). In compliance with this statutory provision, the City specifies this Article as the dispute resolution process to be used on this Project, regardless if the Project is or is not subject to NCGS 143-128(g-h). It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the City is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Article and NCGS 143-128(g-h).

3.37.1 Any dispute arising between or among the Parties listed in Section 29.3 of this Article that arises from an agreement to perform services in conjunction with the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under the industry appropriate Mediation Rules ("Rules"). To the extent any provision of the Rules is inconsistent with the provisions of this Article, the provisions of this Article shall control. The mediation provided in this Article shall be used pursuant to this Contract and NCGS 143-128(g-h) and is in lieu of any dispute resolution process adopted by any other government entity, which process shall not apply to this Project.

3.37.2 For purposes of this Article the following definitions shall apply:

a. Party or Parties refers to the parties listed in Section 29.3 of this Article.

b. Project means project pursuant to this Contract.

3.37.3 The City and any Party contracting with the City or with any first-tier or lower-tier subcontractor for the performance of the Project agree to participate in good faith in any mediation of a dispute subject to this Article and NCGS 143-128(g-h), including
without limitation the following Parties (if any): Company, independent contractor(s) of the City, surety(ies), subcontractor(s), and supplier(s).

3.37.4 The Company and all other Parties shall include this Article in every agreement to which it (any of them) is a Party in performing the Services of the Project without variation or exception. Failure to do so will constitute a breach of this Contract, and the Contractor or other Party failing to include this Article in any agreement required by this Article shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Article and can enforce the provisions hereof.

3.37.5 The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of $15,000 or less.

3.37.6 A dispute seeking the extension of any time limit set forth in an agreement to perform the Services for the Project shall be subject to mediation pursuant to this Article and NCGS 143-128(g-h), but only if the damages which would be suffered by the Party seeking the extension would exceed $15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.

3.37.7 For purposes of this Article, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.

3.37.8 In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

3.37.9 Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

3.37.10 If a Party breaches any provision of Section 29.9 of this Article, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.

3.37.11 All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without
limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the City is named as a party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the City is named as a Party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties.

3.37.12 The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Mecklenburg County as the mediator shall determine.

3.37.13 The provisions of this Article are subject to any other provision of this Contract concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Article.

3.37.14 The Parties understand and agree that mediation in accordance with this Article shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Article.

3.38  IRAN DIVESTMENT ACT

The company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subconsultant/subcontractor that is identified on any such list to provide goods or services hereunder.

END OF SECTION THREE
FORM 1 – EXECUTION OF PROPOSAL

The person executing the Proposal, on behalf of the Company, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Company has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Company has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFP constitutes certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this Proposal, you attest, for your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The information contained in this Proposal, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

Type of Company: (check 1 box)
- □ Sole Proprietor
- □ Partnership
- □ Joint Venture
- □ Limited Liability Company
- □ Corporation ____________________________ (identify the State of incorporation)

(If joint venture, complete this “Proposal Submission” sheet for each joint venture company and identify the “Name of Joint Venture” on each sheet)

NAME OF JOINT VENTURE: ________________________________________________

City of Charlotte Vendor Number: ____________________________

Is your firm able to meet the 2-hour request for snow/ice requirement referenced in section 3. Snow and Ice Removal: □ Yes □ No

ACKNOWLEDGEMENT OF ADDENDA:
The undersigned acknowledges receipt of the following addenda:

No: _____ Date: ____________ No: _____ Date: ____________ No: _____ Date: ____________

Company Legal Name: ________________________________________________

Mailing Address: __________________________________________________________

City/State/Zip: ____________________________________________________________

Phone: ____________________________ Email: ____________________________

Signature of Authorized Representative (or Designee)

________________________________________________________

(Print Name)________________________________________________________

(Title) __________________________________________________________________

Date ____________________________________________________________________

Proposal is valid for one-hundred-eighty (180) days from the Proposal due date
FORM 2 – SUBCONTRACTOR / SUPPLIER UTILIZATION COMMITMENT

DO NOT LEAVE THIS FORM BLANK. USE “N/A” IN EACH OF THE SECTIONS BELOW AND THE TABLE IF THEY ARE NOT APPLICABLE.

<table>
<thead>
<tr>
<th>RFP NAME:</th>
<th>CATS GROUNDS MAINTENANCE SERVICES - FY2018 (BUS PARK &amp; RIDE LOTS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY NAME:</td>
<td></td>
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</tbody>
</table>

Identify outreach efforts that **were employed** by the firm to maximize inclusion of SBEs to be submitted with the firm’s proposal (attached additional sheets if needed):

Identify outreach efforts that **will be employed** by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

List below all **SBEs** that you intend to use on this contract.

<table>
<thead>
<tr>
<th>Sub Vendor Name</th>
<th>Description of work / materials</th>
<th>City Vendor #</th>
<th>Total Projected Utilization ($)</th>
</tr>
</thead>
<tbody>
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Total SBE Utilization % $ 

Total Contract Amount $
FORM 3 – COMMERCIAL NON-DISCRIMINATION CERTIFICATION

COMPANY NAME: ____________________________________________________________

RFP NAME: CATS GROUNDS MAINTENANCE SERVICES - FY2018 (BUS PARK & RIDE LOTS)

RFP NUMBER: 2017-299

The undersigned Company hereby certifies and agrees that the following information is correct:

1. In preparing the proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2.

2. For purposes of this certification discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.

3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the proposal submitted with this certification and terminate any contract awarded based on such proposal. It shall also constitute a violation of the City’s Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.

4. As a condition of contracting with the City, the Company agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors in connection with this contract. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the proposal submitted by the Bidder and terminate any contract awarded on such proposal. It shall also constitute a violation of the City’s Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies allowed thereunder.

5. As part of its proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. As a condition of submitting a proposal to the City, the Company agrees to comply with the City’s Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

_____________________________________________
Signature of Authorized Representative (or Designee)

_____________________________________________
(Print Name)

_____________________________________________
(Title)

_____________________________________________
Date
## FORM 4 – KEY PERSONNEL AND OTHER RESOURCES

(make copies and attach additional sheets as necessary for each project, e.g. CENTER CITY WEST, North District B.)

(Identify project team for each individual project only if they differ)

### COMPANY NAME: ________________________________

### RFP NAME: CATS GROUNDS MAINTENANCE SERVICES - FY2018

### RFP NUMBER: 2017-299

### PROJECT NAME: BUS PARK & RIDE LOTS

List the **Project Manager** and the **Site Superintendent** who will be assigned to this Project. Provide the information required for each.

<table>
<thead>
<tr>
<th>Key Personnel</th>
<th>KEY PERSONNEL 1</th>
<th>KEY PERSONNEL 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
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<tr>
<td>Professional Certifications/Licenses (include Certification/License #)</td>
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<tr>
<td>Proposed Role/Function for Projects</td>
<td>Company Project Manager</td>
<td>Site Superintendent</td>
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<td>Office Location (City, State)</td>
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<td>Number of Years with Company</td>
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<tr>
<td>Number of Years of Relevant Experience</td>
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<tr>
<td>Availability to provide Services for this Project</td>
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</table>

*Describe Relevant Experience, include list of Projects where the Key Personnel was responsible for the same role/function.*
Form 4 – Key Personnel and Other Resources

(make copies and attach additional sheets as necessary for each project, e.g. Center City West, North District B.)

(IDENTIFY PROJECT TEAM FOR EACH INDIVIDUAL PROJECT ONLY IF THEY DIFFER)

| COMPANY NAME: | 
| RFP NAME: CATS GROUNDS MAINTENANCE - FY2018 | 
| RFP NUMBER: 2017-299 | 
| PROJECT NAME: BUS PARK & RIDE LOTS | 

(IDENTIFY PROJECT TEAM FOR EACH INDIVIDUAL PROJECT ONLY IF THEY DIFFER)

List the full names of all employees (except Project Manager and Site Superintendent) whom you intend to assign to this Project. Describe their specific role/responsibility and availability for this Project. **DO NOT LEAVE THIS FORM BLANK. USE “N/A” IN EACH OF THE SECTIONS BELOW AND THE TABLE IF THEY ARE NOT APPLICABLE.**

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Project Role/Responsibility</th>
<th>Availability</th>
<th>Education / Experience</th>
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</table>
List the legal names of all Subcontractors whom you intend to use on this Project. Provide their specific role/responsibility and contact information. **DO NOT LEAVE THIS FORM BLANK. USE “N/A” IN EACH OF THE SECTIONS BELOW AND THE TABLE IF THEY ARE NOT APPLICABLE.**

<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>PROJECT ROLE/RESPONSIBILITY</th>
<th>CONTACT PERSON &amp; PHONE #</th>
<th>ADDRESS/CITY/STATE</th>
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</table>
LIST ALL equipment YOU INTEND TO USE FOR THIS PROJECT. INCLUDE EQUIPMENT TYPE, BRAND, MODEL NUMBER AND SERIAL NUMBER, INDICATING WHETHER THE EQUIPMENT IS OWNED BY YOUR COMPANY OR TO BE LEASED. DO NOT LEAVE THIS FORM BLANK. USE “N/A” IN EACH OF THE SECTIONS BELOW AND THE TABLE IF THEY ARE NOT APPLICABLE.

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Brand</th>
<th>Model</th>
<th>Serial Number</th>
<th>Own or Lease?</th>
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**FORM 6 – PROJECT REFERENCES**
(make copies and attach additional sheets as necessary)

**COMPANY NAME:**

**RFP NAME:** CATS GROUNDS MAINTENANCE SERVICES - FY2018 (BUS PARK & RIDE LOTS)

**RFP NUMBER:** 2017-299

List no more than six (6) projects performed and completed in the past five (5) years by your company that are similar in size and scope to this Project. **DO NOT LEAVE THIS FORM BLANK. USE “N/A” IN EACH OF THE SECTIONS BELOW AND THE TABLE IF THEY ARE NOT APPLICABLE.**

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Owner Name</th>
<th>Contract Amount</th>
<th>Contract Start Date / Contract End Date</th>
<th>Project Scope/Description</th>
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</table>

**Project Name**

**Owner Name**

**Address / Phone**

**Contract Amount**

**Contract Start Date / Contract End Date**

**Project Scope/Description**
FORM 6 – PROJECT REFERENCES
(make copies and attach additional sheets as necessary)

COMPANY NAME: 

RFP NAME: CATS GROUNDS MAINTENANCE SERVICES - FY2018 (BUS PARK & RIDE LOTS)

RFP NUMBER: 2017-299

List no more than six (6) projects your company currently has in progress that are similar in size and scope to this Project. DO NOT LEAVE THIS FORM BLANK. USE “N/A” IN EACH OF THE SECTIONS BELOW AND THE TABLE IF THEY ARE NOT APPLICABLE.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Owner Name</th>
<th>Address / Phone</th>
<th>Contract Amount</th>
<th>Contract Start Date / Contract End Date</th>
<th>Project Scope/Description</th>
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</table>
The Company must have a full-time employee with each of the following license/certification listed below. The license/certification does not need to be held by the same individual.

1. **North Carolina Landscape Contractors’ Licensing Board**

<table>
<thead>
<tr>
<th>NAME OF LICENSE/REGISTRATION/CERTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Individual:</td>
</tr>
<tr>
<td>Working Title with Company:</td>
</tr>
<tr>
<td>License #:</td>
</tr>
<tr>
<td>Effective Date / Expiration Date:</td>
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</tbody>
</table>

2. **North Carolina Department of Agriculture Pesticide Board – Turf and Ornamentals (Category – L)**

<table>
<thead>
<tr>
<th>NAME OF LICENSE/REGISTRATION/CERTIFICATION</th>
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<tbody>
<tr>
<td>Name of Individual:</td>
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<td>Working Title with Company:</td>
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<td>License #:</td>
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<td>Effective Date / Expiration Date:</td>
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</table>

3. **North Carolina Department of Agriculture – Aquatics (Category - A)**

<table>
<thead>
<tr>
<th>NAME OF LICENSE/REGISTRATION/CERTIFICATION</th>
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<tbody>
<tr>
<td>Name of Individual:</td>
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<td>Working Title with Company:</td>
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<td>License #:</td>
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<td>Effective Date / Expiration Date:</td>
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</tbody>
</table>
### FORM 7 – COMPANY EMPLOYEE’S LICENSING AND CERTIFICATIONS

**COMPANY NAME:**

**RFP NAME:** CATS GROUNDS MAINTENANCE SERVICES - FY2018 (BUS PARK & RIDE LOTS)

**RFP NUMBER:** 2017-299

<table>
<thead>
<tr>
<th>NAME OF LICENSE/REGISTRATION/CERTIFICATION</th>
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<tbody>
<tr>
<td>Name of Individual:</td>
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<tr>
<td>Working Title with Company:</td>
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<tr>
<td>License #:</td>
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<tr>
<td>Effective Date / Expiration Date:</td>
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</table>

| **5. North Carolina Irrigation Contractors’ Licensing Board** |
| Name of Individual:                        |
| Working Title with Company:                |
| License #:                                 |
| Effective Date / Expiration Date:          |

(Remainder of this page left blank intentionally)
Form 8 – Itemized Proposal
(You may propose on one, two, or all projects.)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>YEAR 1 UNIT PRICE</th>
<th>AMOUNT (QTY X UNIT PRICE)</th>
<th>YEAR 2 UNIT PRICE</th>
<th>AMOUNT (QTY X UNIT PRICE)</th>
<th>YEAR 3 UNIT PRICE</th>
<th>AMOUNT (QTY X UNIT PRICE)</th>
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<tr>
<td>1</td>
<td>Cornelius Park and Ride</td>
<td>52</td>
<td>WK</td>
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<td>Northcross Park and Ride</td>
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<td>Huntersville Park and Ride</td>
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<td>4</td>
<td>Mallard Creek Park and Ride</td>
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<td>1712 J.N. Pease Place, Charlotte</td>
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<td>5</td>
<td>Rosa Parks Community Transit Center</td>
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<td>1701 Rosa Parks Place Charlotte</td>
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<td>6</td>
<td>Eastland Community Transit Center</td>
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<td>5471 Central Ave., Charlotte</td>
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<td>7</td>
<td>Albemarle Road Park and Ride</td>
<td>52</td>
<td>WK</td>
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</table>
**Form 8 – Itemized Proposal**
(You may propose on one, two, or all projects.)

**COMPANY NAME:**

**RFP NAME:** CATS GROUNDS MAINTENANCE SERVICES - FY2018

**RFP NUMBER:** 2017-299

**PROJECT NAME:** BUS PARK & RIDE LOTS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT (QTY X UNIT PRICE)</th>
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<th>AMOUNT (QTY X UNIT PRICE)</th>
<th>UNIT PRCT</th>
<th>AMOUNT (QTY X UNIT PRICE)</th>
<th>UNIT PRCT</th>
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<tr>
<td>8</td>
<td>Matthews Park and Ride 9614 Independence Pointe Parkway, Matthews</td>
<td>52</td>
<td>WK</td>
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<tr>
<td>9</td>
<td>Old Sardis Road Park and Ride 4800 Old Sardis Road and 4300 Providence Road, Charlotte</td>
<td>52</td>
<td>WK</td>
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<tr>
<td>10</td>
<td>Archdale Drive Bus Stop Polaris ID 17122111 &amp; 17122214, Charlotte</td>
<td>52</td>
<td>WK</td>
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<th><strong>YEAR 1</strong></th>
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<th><strong>YEAR 3</strong></th>
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<td>SUBTOTAL</td>
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<td>10.0% CONTINGENCY</td>
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<td>TOTAL YEAR - 1</td>
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<th><strong>YEAR 1</strong></th>
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<td>SUBTOTAL</td>
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<td>10.0% CONTINGENCY</td>
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<th><strong>PROPOSAL TOTAL</strong> [3 (THREE) YEARS]</th>
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RFP NUMBER: 2017-299
RFP NAME: CATS GROUNDS MAINTENANCE SERVICES – FY2018 (BUS PARK & RIDE LOTS)
EXHIBIT A – SCOPE OF WORK

CONTRACT PERIOD
The Contract period will begin upon the issuance of the Notice to Proceed, and will extend for a period of 3 (three) years – 1,095 (one thousand, ninety-five) calendar days thereafter.

CONTRACT SCOPE OF WORK
The Contractor shall provide all labor, equipment, supplies, and materials required to provide grounds maintenance services for nine (9) city owned properties. The Work consists of, but is not limited to:

1) Turf maintenance.
2) Landscape maintenance.
3) Snow and ice removal.
4) Irrigation operation, maintenance, repair, and record keeping.
5) Bioretention maintenance, repair, and record keeping.
6) Dry detention maintenance, repair, and record keeping.
7) Wet detention maintenance, repair, and record keeping.

EQUIPMENT
The Contractor must demonstrate to the satisfaction of the City that the maintenance equipment to be used in the Work is in good working condition and suitable for performing the Work required. Trucks, mowing equipment, snow removal equipment, string trimmers, blowers, hand tools, pesticide and chemical weed control sprayers, and other necessary equipment and supplies to perform the Work as outlined herein must be in the Contractor’s inventory or available by formal agreement at the time of Contract award. All vehicles must be identified with the contractor’s name.

The use of bushogs, flails, or sickle bars will not be allowed unless approved by the City’s Project Manager. Operate all work equipment in a safe manner so as not to create a hazard to the public and keep wheels off travel ways during maintenance operations.

The City will conduct periodic inspections of maintenance equipment required to perform the Work. Blades are to be kept sharp, and blades showing excessive wear or damage are not to be used. All brakes on the mowing equipment are to be properly maintained and operative and all pulley and belt guards are to be in place. All mowing equipment must be equipped with shields or guards that preclude foreign objects from being thrown out from the cutting enclosures or exposed moving parts. Guards must be in place and in a down position while mowing.

Riding mowing equipment must be equipped with a slow moving vehicle sign, visible to traffic, as required by the North Carolina Department of Transportation.
LOCATION OF THE PROJECT:

**CATS Bus Park & Ride Lots** consist of the following nine (9) Project areas. It is the intent of the City to award all of the geographical areas to a **single** Contractor.

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
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<tbody>
<tr>
<td>Northcross Park and Ride</td>
<td>17126 Northcross Drive, Huntersville</td>
</tr>
<tr>
<td>Huntersville Park and Ride</td>
<td>10300 Compass St., Huntersville</td>
</tr>
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<td>Mallard Creek Park and Ride</td>
<td>1712 J. N. Pease Place, Charlotte</td>
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<tr>
<td>Rosa Parks Community Transit Center</td>
<td>1701 Rosa Parks Place, Charlotte</td>
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<td>Eastland Community Transit Center</td>
<td>5471 Central Ave., Charlotte</td>
</tr>
<tr>
<td>Albemarle Road Park and Ride</td>
<td>6810 Lawyers Road, Charlotte</td>
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<tr>
<td>Matthews Park and Ride</td>
<td>9614 Independence Pointe Parkway, Matthews</td>
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<tr>
<td>Old Sardis Road Park and Ride</td>
<td>4800 Old Sardis Road and 4300 Providence Road, Charlotte</td>
</tr>
<tr>
<td>Archdale Drive Bus Stop</td>
<td>Polaris ID 17122111 &amp; 17122214, Charlotte</td>
</tr>
<tr>
<td>Cornelius Park and Ride</td>
<td>20300 Sefton Park Road, Cornelius</td>
</tr>
</tbody>
</table>

PERSONNEL
The personnel listed in the Contractor’s organizational chart should be assigned to the Project until completion. The Contractor shall submit, for approval by the City, organization charts and qualifications of personnel for any portions of the work subcontracted to other firms. No changes in the personnel of subcontracting firms shall be made without prior written approval by the City.

The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

POINTS OF CONTACT AND NOTIFICATION
The City and Contractor shall cooperate with one another to fulfill their respective obligations under this Contract.

Notices shall be sent to the designated point of contact and shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.
City’s Point of Contact
The City shall designate a Project Manager who is authorized to act in the City’s behalf with respect to the Project, except as otherwise limited by the Contract. The City’s Project Manager is:

Gregory J. Bugica, Field Operations Supervisor
Landscape Management
City of Charlotte
701 Tuckaseegee Road
Charlotte, NC 28208
Phone: 704-432-2595  Fax: 704-336-4444
Email: gbugica@charlottenc.gov

PROJECT LOCATION INSPECTIONS
The condition of each project location will be inspected weekly and rated by Landscape Management. Project locations that are found to be unsatisfactory will be, by their corresponding dollar amount from the Contractor’s Itemized Proposal, deducted from the Contractor’s invoice. An unsatisfactory rating for any maintenance component of a project location will result in no payment for that location for that week.

For example:

Ground Maintenance for the (PROJECT LOCATION)

Landscape Management’s inspection revealed that:

- Week 1. The grass was not mowed and trimmed. Unsatisfactory
- Week 2. Ground maintenance per specifications. Satisfactory
- Week 3. Ground maintenance per specifications. Satisfactory
- Week 4. Ground maintenance per specifications. Satisfactory

The Contractor’s unit price (from the Itemized Proposal) was $60 per week for this location. A $60 amount would be deducted from the Contractor’s monthly invoice of $240 (4 weeks) for this project location.

PROFESSIONAL REGISTRATIONS
The Contractor shall comply with applicable laws regulating the practice of landscape contracting and pesticide applications as required by the NCLCRB and NCDA. The Contractor will be required to continuously have at least one full-time employee on staff with the required licenses throughout the entire term of the contract.

All irrigation construction or contracting performed by an individual, partnership, association, corporation, firm, or other group shall be under the direct supervision of an individual licensed by the North Carolina Irrigation Contractors' Licensing Board.
PROPERTY AND PLANT PROTECTION AND/OR REPLACEMENT

The Contractor will be held responsible for all property and plant damage, including negligence in the course of performing the work. Any property or plants damaged during the course of the work shall be restored by the Contractor to a condition that is equivalent to the condition before the damage was done. This includes damage to City owned property, turf, shrubbery, trees, flowers, and other plant material. All repairs or replacements will need to be approved in advance by the City’s Landscape Management Division.

All damages must be reported immediately to the City’s Project Manager and all damaged items must be replaced or returned to their original condition within fourteen (14) calendar days or less, except flower beds which must be repaired within seven (7) calendar days. The City will determine whether or not the Contractor is qualified to make the required replacements. If the Contractor is not qualified to make the repair or replacement, the City will make them at the Contractor’s expense. Only City approved plant materials, or parts are to be used when making repairs. The City’s Project Manager will determine the locations, quantities, varieties, and approved sources of plant material. No plant replacements are to take place without prior approval from the City’s Project Manager.

STAFFING REQUIREMENTS & IDENTIFICATION OF CONTRACTOR PERSONNEL

Provide sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. Personnel shall maintain a neat and clean appearance. Shirts must be worn at all times, with shirt tails tucked in and clearly identifying the person and the name of their company. Tank tops are not permitted.

All personnel must wear high visibility safety vests, shirts or jackets that meet ANSI II Standards while on site.

Emergency Contact:

The Contractor personnel must be reachable by cell phone in all situations.

The Contractor shall provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an Emergency after normal business hours.

In emergencies and certain other conditions deemed necessary by the Engineer, the Contractor may be directed to work on weekends or holidays. There will be no separate measurement or payment for work done under these directives other than those established in the Contract.

SUPERVISION

One competent individual shall be available at all times to supervise the work. This individual shall be a full time employee of the Contractor. This individual shall be experienced in the type of work being performed and fully capable of managing, directing, and coordinating the work, reading and thoroughly understanding the contract, and receiving and carrying out directions from the City.

The competent individual must be reachable by phone during business hours (Monday – Friday, 8:00 AM to 5:00 PM) during the Contract Period.
TRAFFIC CONTROL
The Contractor must provide necessary warning devices and personnel for safety instructions to pedestrian and vehicular traffic within the Project area. These must be in accordance with the following:

- The current edition of the Charlotte Department of Transportation (CDOT) *Work Area Traffic Control Handbook (WATCH)* for City maintained streets.
  
  http://charlottenc.gov/Transportation/Permits/Pages/WATCH.aspx

  
  https://connect.ncdot.gov/resources/Specifications/Pages/default.aspx


  
  http://mutcd.fhwa.dot.gov/

During the performance of the Work, park on side streets and not on major thoroughfares. Parking on medians is prohibited.

No work may be performed on any City right-of-way that restricts traffic flow during the hours of 7:00 to 9:00 AM and 4:00 to 6:00 PM, Monday through Friday.

The Contractor is responsible for notifying the Transportation Engineering Division of CDOT (Bret Kilgo: 704-975-1392 BKilgo@ci.charlotte.nc.us) in accordance with Section 3 & 4 of the WATCH Handbook of any work where the number of travel lanes is reduced from normal conditions.

WORKING HOURS
Routine operations will be restricted to daylight hours. Work may only be performed when visibility allows safe operations. Weekend work may be necessary at many locations. Emergency or non-routine work shall be performed as necessary with prior approval by City’s Project Manager. It may be necessary to pre-schedule certain types of work at many locations.

Application of chemicals is restricted to appropriate weather conditions in accordance with the manufacturer’s specifications.

Emergency or non-routine work will be performed as necessary with prior approval by the City’s Project Manager.

END OF PROJECT PROVISIONS
SPECIFICATIONS
CATS Bus Park & Ride Lots

GROUND MAINTENANCE
Services include all labor, materials, equipment, and supplies to perform ground maintenance work at each project location listed on the Itemized Proposal.

Measurement
There will be no separate measurement for ground maintenance items listed below, unless specified herein.

Payment
The quantity of Work will be paid for weekly at the Contract unit price per the project location for ground maintenance that includes all the items listed below. Payment will be full compensation for all work, including but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, and tools necessary for the performance and completion of the Work.

TURF MAINTENANCE

- Mowing
  Maintain all turf areas so they are neat and well groomed, with turf areas mowed and trimmed, curbs, bed lines, and walks edged, obstacles trimmed or sprayed around with no ruts or scalped areas. Remove trash and debris before mowing.

  Mow all turf areas throughout the year as necessary. Mow at least every seven (7) calendar days during the growing season. Maintain turf-type tall fescue height at three and a half (3.5”) to four (4”) inches. Maintain Bermuda turf height at two and a half (2.5”) to three (3”) inches. Remove no more than 1/3 of the leaf blade at each mowing. Once mowing cycle has begun, work must be continuous until cycle is complete. This may increase or decrease due to weather, holidays, or special requests by the City’s Project Manager.

  Do not mow over fire ant mounds in turf areas.

- Edging
  Mechanically edge curbs and walks and remove excess edging material at each mowing cycle. Do not exceed a one (1) inch depth nor a one half (1/2) inch width when edging adjacent to surfaces where pedestrian traffic occurs. Edge bed lines to maintain a neat division between turf and bed areas.

- Cleanup of Grass, Leaves, Trash & Debris
  Remove and dispose of cut excessively long and windrowing grass on the same day it was mowed. Remove any clippings, leaves, and/or debris on paved areas and walkways on the same day as mowed. Do not blow clippings, leaves, or debris into storm drains, curb & gutter/streets, air conditioner units, buildings, vehicles, windows, landscape beds or mulched areas.
• **Soil Tests**
  Perform soil tests on designated turf areas once a year to determine pH levels and fertilizer and lime requirements. A copy of the results shall be sent to the Project Manager or designee at Landscape Management within 30 days of the test.

• **Liming**
  Apply pelletized dolomitic limestone or recommended equivalent to the above listed turf areas according to soil test results.

• **Fertilizing and Weed Control**
  Submit all labels from fertilizers and pesticides to the Project Manager for verification. Do not allow chemicals to leach into shrub and bed areas and into tree root systems. Clean up all fertilizer materials from paved areas immediately after application. Use only slow release fertilizers, non-burning pesticides, and timing of applications to prevent burning of turf by any material applications.

  Apply fertilizer to turf areas at 1 lb. of Nitrogen per 1000 square feet. Material to be a complete granular turf grade fertilizer consisting of a 3:1:2 ratio of N-P-K such as 16-4-8, 18-5-9, 20-4-10, etc., or approved equivalent.

  Apply fertilizer, pre and post emergent herbicides at the below listed schedules:

  • **Early Spring (Feb. 15 – March 1)**
    1) Pre-emergent herbicide (rate may be split with remaining half applied in Spring)
    2) Broadleaf post emergent herbicide
    3) Granular fertilizer

  • **Spring (April 15- May 15)**
    1) Pre-emergent herbicide (remaining half rate may be applied)
    2) Liquid broadleaf post emergent herbicide as a spot application
    3) Granular fertilizer (Bermuda only)

  • **Late Spring (May 15 – June 15)**
    1) Liquid broadleaf, grassy weeds and sedges post emergent herbicide as a spot application
    2) Granular fertilizer (Bermuda only)

  • **Early Summer (June 15 – July 15)**
    1) Liquid broadleaf, grassy weeds and sedges post emergent herbicide as a spot application
    2) Granular fertilizer (Bermuda only)

  • **Summer (July 15 – August 15)**
    1) Liquid broadleaf, grassy weeds and sedges post emergent herbicide as a spot application
    2) Granular fertilizer (Bermuda only)
• **Late Summer (August 15 – September 15)**
  1) Liquid broadleaf, grassy weeds and sedges post emergent herbicide as a spot application
  2) Granular fertilizer (Bermuda only)

• **Fall (Sept. 15 – Oct. 15)**
  1) Liquid broadleaf post emergent herbicide as a spot application
  2) Granular fertilizer (Bermuda with a 5-10-30 ratio at 1/2 pound nitrogen per 1000 sq. ft.)

• **Late Fall (Nov. 15 – Dec. 15)**
  1) Liquid broadleaf post emergent herbicide as a spot application
  2) Granular fertilizer (turf-type tall fescue only)

• **Aeration and Seeding**
  1) **Turf-Type: Tall Fescue Turf**
     Turf-type tall fescue areas shall be core aerated in two directions once yearly in the fall before October 15. Reseed thin or bare turf areas with a turf-type tall fescue applied at the rate of 6 lbs. per 1000 square ft. Apply straw mulch at a rate of 1½ bales (90 lbs.) per 1000 sq. ft. to bare areas 2 sq. ft. and larger, after seeding. This process should coincide with turf renovations and fertilization.

  2) **Turf-Type: Bermuda Turf**
     Bermuda turf areas shall be core aerated in two directions once yearly in the spring before April 15. Reseed thin or bare Bermuda turf areas with a common, unhulled Bermuda seed applied at the rate of 2 lbs. per 1000 square feet. After seeding, apply straw mulch at a rate of 1 ½ bales (90 lbs.) per 1000 square feet to bare areas 2 square feet and larger. This process should coincide with turf renovations and fertilization.

**Bermuda Turf Location:**
Eastland Community Transit Center 5471 Central Avenue, Charlotte

**Tall Fescue Locations:**
Cornelius Park and Ride 20300 Sefton Park Road, Cornelius
Huntersville Park and Ride 10300 Compass St., Huntersville
Matthews Park and Ride 9614 Independence Pointe Parkway, Matthews
Albemarle Road Park and Ride 6810 Lawyers Road, Charlotte
Old Sardis Road Park and Ride 4800 Old Sardis Road and 4300 Providence Road
Mallard Creek Park and Ride 1712 J. N. Pease Place, Charlotte
Northcross Park and Ride 17126 Northcross Drive, Huntersville
Rosa Parks Community Transit Center 1701 Rosa Parks Place, Charlotte
Archdale Drive Bus Stop Polaris ID#s 17122111 & 17122214, Charlotte

Use topsoil to fill, smooth, and reseed all ruts, holes, scalped areas or other damaged turf within one (1) month of occurrence or detection.
LANDSCAPE MAINTENANCE

Remove all pruning debris on the same day as pruned.

- **Ornamental Trees**
  All tree pruning shall conform to the ANSI A300 pruning guidelines, *Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance*.

  All equipment to be utilized and all work to be performed shall be in compliance with the current revision of ANSI Z-133.1 safety guidelines, *Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing, and for Cutting Brush*.

  All tree work shall be performed or supervised by an ISA Certified Arborist.

  Prune as needed throughout the year, or whenever hazardous conditions exist. Remove limbs that interfere with vehicular or pedestrian sight lines and traffic or compromise safety and/or security. Prune to control growth, remove inconsistent growth, remove dead or damaged limbs, and remove suckers or water sprouts. Do not spray herbicides on tree or shrub sprouts. Remove low hanging, dead, or damaged limbs, suckers, water sprouts, and foliage four (4) inches in diameter and smaller eight (8) feet above the ground that interfere with vehicular or pedestrian traffic. Maintain a minimum of a ten (10) foot clearance above buildings and a minimum two (2) foot clearance adjacent to buildings and structures.

  Remove all guying materials from planted trees and shrubs within one (1) year of planting.

  Do not top Crape Myrtles. It may be necessary to tie up bloom laden crape myrtle branches to prevent traffic and pedestrian hazards or breakage of limbs.

- **Shrubs**
  Maintain plant material that is actively growing with good color and vigor for the particular species.

  Maintain plants in their natural shape and form of the particular species or variety, even when necessary to control size. Prune flowering shrubs immediately after blooming so that later pruning will not remove the next season's flowers. Remove broken or damaged plants upon detection.

  Shearing and the use of hedge shears must be approved by City’s Project Manager. Use hand pruners and loppers.

  Remove limbs that interfere with vehicular or pedestrian sight lines and traffic or compromise safety and/or security. Prune to control growth, remove inconsistent growth, remove dead or damaged limbs, and remove suckers or water sprouts. Do not spray herbicides on tree or shrub sprouts. Remove branches and foliage that hang below eight (8) feet above the ground in traffic areas where sight obstructions are a problem. Prune shrubbery to a height no greater than thirty (30) inches where sight and safety obstructions are a problem.
In some instances unscheduled pruning may have to occur in order to comply with Department of Transportation sight distance guidelines or building security issues. The City’s Project Manager will notify the Contractor when these situations occur.

Do not top crape myrtles. It may be necessary to tie up bloom laden crape myrtle branches to prevent traffic and pedestrian hazards or breakage of limbs.

Fertilize ornamental shrubs and ground covers at least one time a year with a balanced slow release material between February 1 and March 1 according to label rates. Acceptable fertilizer N-P-K ratios are 12-6-6 and 14-7-7 or approved equivalent. Additional fertilization may be necessary throughout the year to maintain plant health and color or improve nutrient deficiencies.

- **Perennials**
  Perennials include, but are not limited to, ornamental grasses, liriope, day lilies, canna lilies, spring or summer flowering bulbs, or any herbaceous plant material. Maintain plant material that is actively growing with good color and vigor for the particular species. Remove all dead foliage, flowers, flower stalks, and plants as needed throughout the year.

  Prune and remove clippings from all liriope and ornamental grasses once each spring between February 1st and March 1st. A neat clean cut that does not damage the crown area is required.

  Fertilize perennials at least one time a year with a balanced slow release material between February 1 and March 1 according to label rates. Acceptable fertilizer N-P-K ratios are 12-6-6 and 14-7-7 or approved equivalent. Additional fertilization may be necessary throughout the year to maintain plant health and color or improve nutrient deficiencies.

- **Mulching**
  Mulch shall be neatened, re-distributed, fluffed, or added as needed in order to maintain a consistent 4-inch mulch cover throughout the year. Maintain perennial and herbaceous groundcover areas with a 2-inch layer of mulch. Mulch should be neatened and refreshed in its entirety once a year during the months of December/January/February. Pine needle areas are to be completely mulched each year. Do not apply mulch in small open areas between or on top of closely planted spreading groundcover plants such as liriope, daylilies, or vines. Apply mulch that is clean and free of excess green wood and debris. Shredded pine bark, hardwood, or cypress mulches are the only acceptable types of mulch that can be used. A site investigation is mandatory to evaluate needs and type of mulch. All mulch shall be free of any foreign materials and shall have no pieces larger than 2 inches. Pine needles are acceptable in areas that have a well-defined slope where erosion may occur. Recycled yard waste, landfill mulch, leaves, or colored or dyed mulches are not acceptable.

  Mulch depths are not to be exceeded. Do not pile mulch up around tree and shrub trunks. Mulch depths exceeding the specified depths herein will be removed by the contractor at the contractor’s expense. Keep mulch raked into beds and tree wells and out of turf, pavement, and curb and gutter areas throughout the year. Taper mulch to ground level around shrub and tree trunks. Do not allow mulch to cover drainage grates, lights, or other structures. Remove piles of leaves and leaves covering plant material prior to mulching bed
areas. Define and maintain sharp bed line edges between mulch and turf throughout the year.

Use topsoil as needed to fill and smooth all ruts, holes, or other damaged mulched areas within one (1) month of occurrence or detection.

- **Insect, Disease, and Weed Control**
  
  Use Integrated Pest Management (IPM) to control insects, diseases, and weeds. Scout for disease, insect, and mite pests on all plant material including trees, shrubbery, and ground covers and apply pesticides at each location as needed to control diseases, insects, and mites each time Work is performed. This includes all pests that affect the plant material or may be hazardous to the general public. Treat fire ant mounds, yellow jackets, wasps, hornets or other nuisance pests upon detection with the appropriate chemical without endangering workers or the public.

  Spray and kill vegetation occurring within asphalt and concrete cracks, walks, and medians as well as median tips, dividers, expansion joints, curbs and gutter; around rip-rap areas, sign posts, guy wires, fire hydrants, guardrails, fence lines, or other such areas which cannot be properly maintained otherwise. Do not exceed an eight (8) inch diameter on spray bands around obstacles in turf areas. Spray bands are not permitted around mulched areas. Provide weed control on a weekly basis or as needed throughout the year.

  Use pre-emergent and post emergent herbicides, hand weeding, and mulch to keep the open ground between plants and in ground cover areas weed free. Leaching of chemicals into turf areas is not acceptable.

  Ensure all chemical applications conform to NCDAPB pesticide laws and applicable federal laws. All chemicals and pesticides proposed for use require prior approval by Landscape Management.

  Control all weeds and vines on trees, shrubbery, and perennials upon detection.

  - **Pre-emergent Herbicide Applications:**
    
    Apply Pre-emergent herbicides according to label rates, to all landscaped areas, mulched areas, and natural areas, in the spring between February 1st and March 1st and in the fall between September 15th and October 15th.

  - **Post-emergent Herbicide Applications:**
    
    Apply Post-emergent herbicides according to label rates, weekly or as needed to keep landscaped areas weed free.

  - **Fence lines, storage/equipment yards, parking lots, etc.**
    
    Control all weeds and vegetation on fence lines, storage/equipment yards, parking lot cracks & crevices, street curbs and gutters, etc. on a weekly basis or as needed throughout the year to keep these areas weed free.
• **Leaves, Trash and Debris Removal**
  Remove fallen leaves on a weekly basis from all grassed, shrub, and mulched areas throughout the year to maintain a well-groomed appearance. Do not allow large accumulations of leaves to remain.

  Empty all trash receptacles and replace with new liners at each site weekly; Eastland Community Transit Center and Huntersville Park & Ride, twice weekly. The second service day for trash receptacle service at Eastland Community Transit Center and Huntersville Park & Ride to be determined by the City’s Project Manager.

  Remove and dispose of all cigarette butts, glass, paper, sticks, limbs, trash and all other debris from **all areas once a week** on a year round basis unless noted otherwise. Do not allow large accumulations of leaves to remain.

• **Storm Debris**
  Remove and dispose of all storm debris within 12 hours of the storm. Certain situations may require an immediate response. Report major tree work to the City’s Project Manager.

**WATER QUALITY REGARDING LANDSCAPING/MOWING**
Contractors shall not allow large amounts of waste generated during landscaping or mowing activities to enter the municipal storm drain system (storm water pipes, catch basins, drainage ditches, and similar conveyances) where it may result in blockages or detrimental impacts to surface water quality. Reasonable efforts must be made to keep landscaping and mowing waste out of the storm drain system, and may necessitate collection and removal of waste from worksite. In no case should a contractor purposely direct landscaping or mowing waste into the storm drain system as a means of disposal. Also, contractors must follow proper pesticide and fertilities application methods as prescribed by industry standards and on product labels. If such products are spilled, the contractor must respond promptly to collect and properly dispose of the spilled product and clean up the impacted area. Spills should also be reported by the contractor to appropriate environmental regulatory agencies in accordance with the law. The contractor must follow guidelines for handling yard waste described on the following website:

http://charmemeck.org/stormwater/Pages/default.aspx

**SNOW AND ICE REMOVAL**
The Contractor must be prepared to mobilize at any time of the day or night to respond to Charlotte Area Transit Systems (CATS) needs in the event of forecasted snow and/or ice. Respond to all calls for snow and ice removal within two (2) hours unless noted otherwise.

Use only City-approved de-icing materials. **Rock salt is not an approved material.** Certain materials and equipment may not be allowed in certain situations where damage to pavement or pavers may be a problem. Do not use heavy equipment on brick paver areas.

Be prepared to shovel, scrape and apply deicing materials to all paved areas if necessary. Have equipment and materials available to perform such tasks in an expedient manner. Sites that operate 24 hours a day, or if the weather event occurs during normal business hours, must be continuously serviced.
Remove snow and/or ice from all paved areas, including but not limited to walks, steps, handicap areas, decks, patios, ramps, parking lots, roadways, driveways, loading docks, etc., so as to provide safe access. This includes all public sidewalks surrounding the property.

Do not pile snow or ice in handicap areas, against light poles, on top of shrubbery, on top of storm drains, on sidewalks, in front of stairs or doorways, loading docks, driveways, etc. or in areas where runoff will cause refreezing issues.

- **Clean-up and Damage Repair**
  The contractor is responsible for cleaning up all materials, sand, or other debris from snow and ice removal operations. Ruts, plant damage, or structural damage will be the responsibility of the contractor to repair at his expense. All clean-up and repairs must be made immediately after the weather event has passed.

### IRRIGATION OPERATION, MAINTENANCE & REPAIR

**Irrigation System Locations:**
Eastland Community Transit Center 5471 Central Avenue, Charlotte
Matthews Park and Ride 9614 Independence Pointe Parkway, Matthews

**Non-irrigation Backflow Preventer Locations:**
Cornelius Park and Ride 20300 Sefton Park Road, Cornelius
Huntersville Park and Ride 10300 Compass St., Huntersville
Albemarle Road Park and Ride 6810 Lawyers Road, Charlotte
Mallard Creek Park and Ride 1712 J. N. Pease Place, Charlotte
Northcross Park and Ride 17126 Northcross Drive, Huntersville
Rosa Parks Community Transit Center 1701 Rosa Parks Place, Charlotte
Eastland Community Transit Center 5471 Central Avenue, Charlotte
Matthews Park and Ride 9614 Independence Pointe Parkway, Matthews

The operating season is considered to be from approximately March 1st to approximately November 30th. This may increase or decrease due to weather, holidays, or special requests by the City’s Project Manager.

Prior to implementation of the first contracted year, the new Contractor shall perform a full walk-through with the City or City's representative to determine that each irrigation system is fully operational. Any repairs required to bring the system to a fully operational status shall be a price negotiated and paid for on a time and material basis and paid from the contract contingency allowance.

- **Irrigation Operation**
  The Contractor is responsible for operating all irrigation systems. Minimum responsibilities include:

  Make minor adjustments to nozzles and heads, clean nozzles and clogged heads, install/remove riser extensions, mark heads for core aeration, special needs, bed preparation, other contract work, or special events, adjust clocks and timers due to electrical surges or time changes and to adjust water applications, replace burned out...
fuses, and identify problems for repair work to the systems. Check all irrigation systems twice monthly to identify problems for repair work and monitor moisture needs.

Operate the irrigation systems according to Charlotte Mecklenburg Utility (CMU) requirements. Operating times may vary depending on CMU requirements or as determined by Landscape Management. Generally systems should run between 9:00 P.M. and 4:00 A.M. to ensure plants and turf receive 1 inch of water per week during the growing season (system operation should include seasonal rainfall). Adjust or shut off the irrigation system in the event of unpredicted heavy rainfalls, and depending on the abnormally adverse weather conditions and plant needs, readjust or reactivate system within a 12-hour period as conditions change and water needs increase or decrease.

In the event of water leaks, damages, malfunctions, etc., turn irrigation systems off, mark any noted problem areas, and report to Landscape Management immediately.

- **Irrigation Maintenance & Repair**

  The contractor is responsible for the maintenance and repair of all irrigation systems. All repair work shall be warranted for a period of one year from the time the repair was completed.

  Minimum responsibilities include:

  A full system check at start-up which includes but is not limited to: Check and repair of all heads, strainers, nozzles, wire connections, valves, controllers, valve boxes and covers, drip tubing and connections, repair of piping of 1½” or less in diameter, installation of controllers and batteries, presetting all controllers, pressurizing system, replacement of nozzles, heads, and any connecting components (barbs, adaptors, couplers, etc.). Dates for start-up and pre-set controller times will be determined by the City’s Project Manager and the contractor. Complete all start-up tasks and have systems ready to operate within two weeks.

  Monthly site inspection report and report of any work needing to be done or that was performed.

  Perform a mid-season full system check.

  Two “requests for service” per site during the operating season (emergency water shutoff will not be considered a service request)

  Winterization which includes but is not limited to: draining all parts of the system possible, removing and storing all controllers and batteries, cutting off backflow devices and/or water meters, etc. Dates will be determined by City’s Project Manager and the contractor. Damage caused by improper system winterization will be the contractor’s responsibility to repair at the contractor’s expense.

  Yearly inspections and written reports of all backflow preventers on site as required by CMU shall be completed at the contractor’s expense. A copy of the all backflow preventer inspection reports shall be sent to the City’s Project Manager.
Items not covered in this section include: repair and/or replacement of controllers, backflow devices, repair of piping greater than one and a half inches (1½”) in diameter, damages due to lightening, damages under paved surfaces which are not sleeved, damages by others such as due to vehicular traffic, construction, and vandalism. Repair work for these items will be paid for from the contract contingency.

**BIORETENTION BASINS**

- **General Description**
  Bioretention Basins are landscaped basins intended to provide water quality management by filtering storm water runoff before release into storm drain systems. This type of system is typically dry and landscaped with plants and mulch.

  The Contractor is responsible for all maintenance, operation, and thorough record keeping of all bioretention basins.

- **Maintenance**
  Maintenance of bioretention basins shall adhere to all provisions of Landscape Maintenance as described above, except as noted by the following:

  - Do not fertilize basin area without testing the soil.
  - Perform soil tests on bioretention basin areas at least once a year in August or as needed to determine pH levels and fertilizer requirements.
  - A copy of the results shall be sent to the project manager or designee at Landscape Management within 30 days.
  - Apply, with the City’s Project Managers approved organic fertilizer to basin area as recommended by the soil test(s) results.

  Chemical applications to control insects, diseases, and weeds shall be limited to a minimum as to retain the biological balance the basin is constructed to serve. Weed removal should be performed preferably by hand as needed.

  Inspect mulch after every significant precipitation event and replace as necessary. Mulch with a shredded mulch. Mulch cannot contain fine organics that can create a barrier to infiltration. Do not use pine needles. Mulch shall be removed and replaced with new mulch once within the contract period as designated by the City’s Project Manager.

  Remove and/or divide plants and groundcover to ensure proper basin function. This work must be pre-approved by the City’s Project Manager.

  Irrigate the plants with a minimum of 1/2" water in the early morning hours every seven to ten days during extreme extended drought conditions.

- **Operation**
  Inspect bioretention system for obstructions of the flumes and inlet devices after every significant precipitation event and remove immediately.
Inspect and repair collection system on a quarterly basis to maintain proper basin function.

- **Recordkeeping**
  Records of all inspections, maintenance and repair to the bioretention system must be maintained and retained for the life of the system. Contractor shall utilize Appendix D - BMP Service Record form for record keeping. These records shall be made available to any Charlotte City or Mecklenburg County agency upon request.

Locations:
1) Mallard Creek Park and Ride, 1712 J. N. Pease Place, Charlotte
2) Northcross Park and Ride, 17126 Northcross Drive, Huntersville

**DRY DETENTION BASINS**

- **General Description**
  Dry Detention Basins are basins intended to provide water quality management by decreasing the energy of storm water runoff before release into storm drain systems. This type of system is typically dry and landscaped with turf along its banks and within the basin.

  The Contractor is responsible for all maintenance and operations of dry detention basins.

  Inspect after every significant precipitation event, and monthly at the minimum, the dry detention basin for erosion, trash, vegetated cover and general condition.

  Eroded areas shall be reported to the City’s Project Manager and debris removed immediately. Basin area turf shall be mowed twice a year at a minimum.

  Inspect sediment accumulation quarterly and report to the City’s Project Manager when volume is reduced to 80% of the original design volume or as designated by the City’s Project Manager.

  Ensure the dry detention basin operates in accordance to its design.

- **Recordkeeping**
  Records of all inspections, maintenance and repair to the dry detention basin system must be maintained and retained for the life of the system. Contractor shall utilize Appendix D - BMP Service Record form for record keeping. These records shall be made available to any Charlotte City or Mecklenburg County agency upon request.

Location:
1) Matthews Park and Ride, 9614 Independence Pointe Parkway, Matthews
WET RETENTION BASINS

- General Description
  Wet Retention Basins are basins intended to provide water quality management by filtering storm water runoff before release into storm drain systems. This type of system typically retains water and may be landscaped with plants along its banks and within the water.

  The Contractor is responsible for all maintenance and operations of wet retention basins.

  Inspect after every significant precipitation event, and monthly at the minimum, the wet retention basin for erosion, trash, vegetated cover and general condition.

  Eroded areas shall be reported to the City’s Project Manager and debris removed immediately. Maintain a seven (7) to ten (10) foot plant/turf buffer around the basin.

  Inspect sediment accumulation quarterly and report to City’s Project Manager when volume is reduced to 80% of the original design volume or as designated by City’s Project Manager.

  Ensure the wet retention basin operates in accordance to its design.

- Recordkeeping
  Records of all inspections, maintenance and repair to the wet retention basin system must be maintained and retained for the life of the system. Contractor shall utilize Appendix D - BMP Service Record form for record keeping. These records shall be made available to any Charlotte City or Mecklenburg County agency upon request.

  Location:
  1) Mallard Creek Park and Ride, 1712 J. N. Pease Place, Charlotte
  2) Northcross Park and Ride, 17126 Northcross Drive, Huntersville

END OF EXHIBIT A
EXHIBIT B – PROJECT DEFINITIONS

Whenever the following terms are used in the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

1. **BMP** - Refers to Best Management Practice

2. **CATS** - Refers to the Charlotte Area Transit System.

3. **City** - Refers to contracting authority - The City of Charlotte, North Carolina.

4. **City Engineer** - Refers to the Key Business Executive of E&PM.

5. **Contract** - Refers to the executed Contract Documents agreed between the City and the Contractor.

6. **Contract Documents** - Refers to the Project Manual for this Project, the Standard Provisions, the Project Special Provisions, the Specifications, the completed Itemized Proposal, the Execution of Proposal, any incorporated Exhibits and drawings, and all addenda and modifications issued by the City, and any other items specifically stipulated as being included in the Contract Documents.

7. **Contract Period** - Refers to the period from the Notice to Proceed that the specified number of calendar days has elapsed as specified in the Contract.

8. **Contract Sum** - Refers to the total amount of all subtotals.

9. **Change Order** - Refers to the written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change or modification in the Work or an adjustment in the Contract Sum or Contract Period.

10. **Contractor** - Refers to the individual, firm or corporation undertaking the execution of the Work under the terms of the Contract and acting directly or through its agents or employees.

11. **E&PM** - Refers to the City of Charlotte's Engineering & Property Management Key Business Unit.

12. **Engineer** - Refers to the Director of Engineering & Property Management duly authorized by the City Manager, acting directly or through an assistant or other representative duly authorized, by whom all explanations and directions necessary for the satisfactory prosecution and completion of the work will be given on the City’s behalf.

13. **Itemized Proposal** - Refers to the Itemized Proposal form(s) which shall contain the pricing submitted by the Contractor to perform the Work provided for in this document.

14. **Landscape Construction Standards** - Refers to the latest edition of the State of North Carolina's
"Landscape Construction Standards" for construction under the jurisdiction of E&PM.

15. **Landscape Management** - Refers to the Landscape Management Division of E&PM.

16. **LMCA** - Refers to the Landscape Management Contract Administrator who shall be the duly authorized Engineer for this project and who will administer the Contract on the City’s behalf.

17. **NCDA** - Refers to The North Carolina Department of Agriculture.

18. **NCICLB** – Refers to North Carolina Irrigation Contractors’ Licensing Board.

19. **NCLCRB** - Refers to The North Carolina Landscape Contractors' Licensing Board.

20. **Project** - Refers to the total job of which the Work is to be performed.

21. **Proposal** - Refers to the completed and properly executed proposal to do the Work for the amount stipulated therein submitted in accordance with the Contract Documents.

22. **Proposer** - Refers to the individual, firm or corporation who submits a Proposal.


24. **Subcontractor** - Refers to a secondary contractor who performs some part of the prime Contractor's obligation under the Contract.

25. **Supplier** - Refers to the individual, firm or corporation who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

26. **Work** - Refers to the entire scope of the work to be performed at the Project site including labor, materials, equipment, transportation and such other facilities as necessary to fulfill all obligations under the Contract.

END OF DEFINITION OF TERMS SECTION
# EXHIBIT C – RATING SHEET - CATS BUS PARK & RIDE LOTS

**RFP NAME:** CATS GROUNDS MAINTENANCE SERVICES - FY2018  
**RFP NUMBER:** 2017-299  
**PROJECT NAME:** BUS PARK & RIDE LOTS

<table>
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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
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| 1 | Cornelius Park and Ride  
20300 Sefton Park Road, Cornelius | | | |
| 2 | Northcross Park and Ride  
17126 Northcross Drive, Huntersville | | | |
| 3 | Huntersville Park and Ride  
10300 Compass St., Huntersville | | | |
| 4 | Mallard Creek Park and Ride  
1712 J.N. Pease Place, Charlotte | | | |
| 5 | Rosa Parks Community Transit Center  
1701 Rosa Parks Place Charlotte | | | |
| 6 | Eastland Community Transit Center  
5471 Central Ave., Charlotte | | | |
| 7 | Albemarle Road Park and Ride  
6810 Lawyers Road, Charlotte | | | |
| 8 | Matthews Park and Ride  
9614 Independence Pte Pky, Matthews | | | |
| 9 | Old Sardis Road Park and Ride  
4800 Old Sardis Road and 4300 Providence Road, Charlotte | | | |
| 10 | Archdale Drive Bus Stop  
Polaris ID 17122111 & 17122214, Charlotte | | | |

*S = Satisfactory  
U = Unsatisfactory

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**SIGNATURE OF INSPECTOR**

(PRINT NAME)  
DATE

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EXHIBIT D – BMP SERVICE RECORD – BUS PARK & RIDE LOTS

PROJECT NAME: CATS GROUNDS MAINTENANCE SERVICES – FY2018

CONTRACTOR NAME: ________________________________________________

PROPERTY LOCATION: ______________________________________________

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ATTACHMENT 1 – PICTURES/MAPS
For CATS Bus Park & Ride Lots – 10 pictures total

Northcross Park and Ride
17126 Northcross Drive, Huntersville
Huntersville Park and Ride
10300 Compass Street, Huntersville
Mallard Creek Park and Ride
1712 J. N. Pease Place, Charlotte
Rosa Parks Community Transit Center
1701 Rosa Parks Place, Charlotte
Eastland Community Transit Center
5471 Central Ave., Charlotte
Albemarle Road Park and Ride
6810 Lawyers Road, Charlotte
Matthews Park and Ride
9614 Independence Pointe Parkway, Matthews
Old Sardis Road Park and Ride
4800 Old Sardis Road and 4300 Providence Road, Charlotte
Archdale Drive Bus Stop
Polaris ID 17122111 & 17122214, Charlotte
Cornelius Park and Ride Lot
20300 Sefton Park Road, Cornelius

Cornelius-Sefton Park Rd., Cornelius