

NOTICE TO BIDDER
For
Lawn Maintenance Services for Municipal
Properties
City of Sanford

TO: ALL PREQUALIFIED BIDDERS

FROM: CAROLINE JEFFRIES, PARKS AND GROUNDS ADMINISTRATOR

SUBJECT: LAWN MAINTENANCE SERVICES FOR MUNICIPAL PROPERTIES

DATE: March 26th, 2025

The City of Sanford is soliciting bids for Lawn maintenance services for municipal properties. If you are interested in bidding on this Lawn Maintenance Services contract and have already submitted an RFQ for prequalification, please submit your bid by **5:00 P.M. on April 9th, 2025**. Please email the Contractor Bid Form as a single pdf attached to an email to Caroline Jeffries, Parks and Grounds Administrator, at caroline.jeffries@sanfordnc.net with "Lawn Maintenance Services for Municipal Properties" in the subject line or deliver to the Service Center at 601 N. 5th Street, Sanford, NC. Printed copies of the Bid Notice can be picked up at the Service Center at 601 N. 5th Street, Sanford, NC with prior notice.

The City reserves the right to reject any and all bids and to award a contract or contracts in the best interest of the city.

INSTRUCTIONS TO BIDDERS
For
Lawn Maintenance Services for Municipal
Properties

City of Sanford

DATE: March 26th, 2025

- Bids are due by **5:00 P.M.** on **April 9th, 2025**.
- All bids received after the time and date specified will not be considered.
- All bids must be submitted on the Contractor Bid form.
- Any bid may be withdrawn up until the due date and time set for bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the services set forth in the Contract for Lawn Maintenance Services until one or more of the bids have been duly accepted.
- The bidder's attention is directed to the fact that the information submitted on the bid form will ultimately be considered as an integral part of the Contract executed with the successful bidder.
- The submission of a bid from any interested Contractor who has already submitted an RFQ for prequalification is in and of itself evidence that the Contractor has (a) examined the Contract for Lawn Maintenance Services for Municipal Properties.

and Bid Letting Documents Thoroughly, and (b) visited the site (s) where the work is to be performed and familiarized him/herself with all conditions affecting the bid and the possible performance of the work.

- All bids received will be examined promptly after opening, and award will be made at the earliest possible date thereafter.
- The bid of the lowest responsive/responsible bidder(s) will be accepted. The lowest responsive/responsible bidder(s) shall mean the bidder(s) who make(s) the lowest bid, to provide the services set forth in the agreement and who is known to be fit and capable to perform the services bid upon.
- Each contracted area will be bid separately. The City reserves the right to award the contracts to one or multiple successful bidders.
- The City of Sanford specifically reserves the right to reject any and all bids, to accept any or all parts of a bid, to increase or decrease the quantity for required services to meet additional or reduced requirements or to re-solicit bids on the required services, or to reject any and all bids and formally advertise for bids on the required services or portions thereof.
- All prospective bidders are to take special notice that performing the work per specifications as well as cost will be an important factor in determining selection of the contractor. Only contractors with a demonstrated ability to render services will be awarded this contract.
- The successful bidder(s) shall procure and maintain during the life of the contract the following insurance coverage's:

Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement. Contractors who maintain the Interchanges Contract must secure a \$5,000,000 Commercial General Liability policy in compliance with NCDOT regulations, listing NCDOT as additional insured.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

Special Requirements:

The City of Sanford is to be named as an additional insured on the Commercial General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the City of Sanford thirty (30) days prior to any expiration date. There shall also be a 30-day notification to the City in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Acord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the City of Sanford. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the City at any time.

Hold Harmless: The Contractor agrees to indemnify and hold harmless the City of Sanford from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the City.

City of Sanford
Lawn Maintenance Services Contract
General Specifications

I. GENERAL CONDITIONS

CONTRACT PERIOD

The initial term of performance of this maintenance contract will be for a period of Thirty-Six (36) months beginning on July 1, 2025, and ending on June 30, 2028. Upon mutual agreement between the City and the Contractor, the contract may be extended for additional periods of one (1) year. All changes in the terms and conditions of this contract must be confirmed in the form of a written amendment, which is to be approved by the Parks and Grounds Administrator.

SCOPE OF CONTRACT

The contractor will provide complete landscape and grounds maintenance including all reasonable and necessary labor, supervision, equipment and supplies to keep the contracted area of Interchanges (US1 and Hwy 42, US1 & Spring Lane, US 1 and 421, US 1 & 15-501, US 1 & Colon Road, and 421 2-mile), Central Carolina Enterprise Park Landscaped Entrances and Landscaped Medians as well as Right of ways, Kalyani Way right of ways, Kiwanis Park, Greenway Trail & Trail head at gazebo/parking lot, Humber Street Landscaped Parking Lot, Chatham Street Landscaped Parking Lot, Depot Park, MLK Park, Maple Avenue Park, McNeil Street Park, Carr Creek Park, Sunset Park, Third Street Park. Please see the maps. The Contracted areas shall be;

- a. All medians located right of main highway right there of, shoulders, on/off ramps and intersections starting at each exit of Interchange to exit back on main Hwy (US1 & 42, US1 & Spring Lane, US 1 & 421, US 1 & 15/501) as highlighted/outlined in yellow on maps, 421 2mile stretch from grass median start to last landscaped area of median by Industrial Plants, Central Carolina Enterprise Park Right of Ways From Colon Road to Womack Road, Central Carolina Enterprise Park Landscaped Medians at each end, at intersections of (1)Colon Road and (1)Womack Road, Central Carolina Enterprise Park Landscaped Signs (2) at intersection of Central Carolina Enterprise Park Way and Colon Road, Kalyani Way right of way starting at Colon Road and Kalyani Way down to stop sign, Greenway Trail From back of Kiwanis parking lot on Carbonton Road strip of grass along Carbonton Road crossing Carbonton Road to continue greenway trail around Riverbirch shopping center, crossing Spring Lane wrapping around the back of Riverbirch headed towards Douglas Drive (outlined in yellow) to the trail head at the dead end of Douglas Drive ending with a landscaped parking lot and gazebo rest area (outlined in yellow).
- b. All Parks and Landscaped parking lots are outlined in yellow areas to be maintained

The Contractor shall inspect the areas involved and become aware of the existing conditions and the extent of the work to be performed. The areas are listed above and, on the Contractor Bid Form for mowing maintenance services.

CHANGES IN SCOPE OF WORK

The City may at any time change the scope of work in the contract by written notice to the Contractor, giving therein a date upon which, the change shall become effective. On such effective date the Contractor shall make the required changes in operations. Upon receipt of a change notice, the Contractor shall submit to Parks and Grounds Administrator an estimate of the change in working hours or increase in cost resulting from said change. The City shall then provide notice to the Contractor that it consents to the change in scope and increase in costs or that it has determined not to change the scope of work whereby the contract price would remain the same or the parties may negotiate any such changes.

VACANT LOTS

The Contractor acknowledges that the vacant lots assigned for lawn care maintenance are subject to change on a monthly basis due to the City's sale, purchase, and leasing of properties. The City will provide the Contractor with an updated list of assigned lots and notify the Contractor of any changes. The Contractor is responsible for maintaining only the lots designated in the most recent notification and shall adjust services accordingly. The price submitted in the Contractor's bid shall remain fixed, regardless of the number of lots assigned for maintenance in any given month.

SUBCONTRACTING

The Contractor shall perform the duties described in the contract. Subcontracting any part or the entire contract is not permitted.

INSPECTION AND WORK CONFERENCE

The Contractor shall accompany an appointed representative of the City on special inspections of the work at any time during business hours of the City. The City reserves the right to make determinations as to whether service is being performed satisfactorily. The Contractor will meet with the appointed City representatives for a conference and tour to evaluate the performance of the contract as needed.

COMPLAINTS AND RESPONSES

The Contractor shall correct all complaints and supply requests for services within a 24-hour time period, or sooner as deemed necessary by the City representative. All complaints, both major and minor, shall be investigated by the Contractor during the same working day, when feasible. Any complaint which cannot be corrected during the same working day, or which cannot be dealt with because of reasons beyond the Contractor's control shall be specifically reported to the City representative.

The City reserves the right to deduct fees from the monthly payment for deficient work, work not performed, and work which is not satisfactorily corrected within a reasonable period. Should the City choose to deduct part of the monthly fee; the Contractor will be notified of the reason for, and the amount of the deduction in writing. Written notice of any deduction will be faxed, emailed or mailed to the Contractor within three days of the incident.

Deductions for poor service or services that have been omitted will be determined by the City representative and will be based on the impact the omission or poor-quality service has on the area and the frequency of such. Deductions are listed below:

BILLING AND PAYMENT

The Contractor shall submit an invoice to the City for work performed under this contract. The invoice should be sent at the end of the month for the services rendered in that month. The Contractor shall bill, and the City shall pay the rates set forth therein. Payment will be made by the City within thirty (30) days of receipt of an accurate invoice, approved by the Parks and Grounds Administrator.

TERMINATION

The City may terminate this contract at any time by reason of unsatisfactory performance or other default of the Contractor upon thirty (30) days prior written notice by the Parks and Grounds Administrator. Unsatisfactory performance by the contractor shall be defined as, frequent and systematic violations of the terms of the contract, such as failure to perform all tasks as described, and failure to resolve deficiencies in a timely manner after notification.

Such cancellation notice shall be made by email to the Contractor. Upon cancellation, the Contractor's payment for services performed shall be held for a period not to exceed sixty (60) days. During this period, the Parks and Grounds Administrator will assess any costs or damages due to the City. The Contractor will be liable for any damages due and for excess costs of obtaining the services for the balance of the original contract period.

The City may suspend or terminate the contract without notice for serious safety and/or security violations.

The Contractor will be required to provide to the City, upon termination, an executed release of lien before final payment is processed.

LIABILITY

The Contractor shall assume liability of damage or loss resulting from the wrongful act(s) and/or negligence of its employees while they are on City-owned premises. The Contractor or his insurer shall reimburse the City for any such damage or loss within thirty (30) days after a claim is submitted.

PLACE OF BUSINESS

The Contractor will maintain a 24-hour telephone answering service and provide contact within one hour by a responsible management official of the firm on a 24 hour-a-day, seven day-a-week basis. Contractor shall be available by cell phone and have a functioning email address during all times of this contract where the Parks and Grounds Administrator can communicate with the Contractor. The Contractor shall be available for area inspections with the City representative at least monthly.

If, as a result of the Contractor's failure to comply with this provision, the City is required to engage City personnel or other outside contractors to complete work which would have been required of the Contractor under this contract, the Contractor shall have deducted from the next invoice, payment of the entire cost of such substitute services (for instance by reason of Contractor's employee's failure to show up for work).

GENERAL CONDITIONS

- A. This agreement embodies all representatives, rights, duties, and obligations of the parties. Any prior oral or written agreements not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- B. The Contractor shall be properly licensed in North Carolina.
- C. The Contractor shall furnish all supplies and equipment necessary to perform the services required by this contract.
- D. The Contractor agrees not to use any materials or equipment for the work under this agreement that does not meet the necessary requirements for the public safety and the safety of the City of Sanford employees and citizens.
- E. The Contractor shall adhere to all City of Sanford ordinance regulations applicable to leaf blowers and other motorized agriculture and landscape maintenance equipment.
- F. The work shall be performed so as to minimize inconvenience to the City. Throughout the duration of the agreement, the Contractor shall maintain access to the work areas as required by the City, unless prior written approval is otherwise obtained in advance. The Contractor shall provide signs, and warning devices to ensure safe passage for pedestrian and vehicular traffic at all times.
- G. The Contractor shall make necessary provision to protect all work areas and shall be responsible for full restoration of any damages and costs of restoration to the work areas. All damages to the work areas, incidental to the performance of the work described in the entire documents shall be repaired or replaced by the Contractor.
- H. The Contractor shall make necessary provision to protect structures and property from any and all damage arising out of, relating to, or resulting from this work.

- I. The Contractor shall at all times, keep the premises free from accumulations of waste materials or rubbish caused by his/her employees at work, and at the completion of the Agreement. Contractor shall remove all supplies and/or materials belonging to Contractor from and about the work area and all tools, leaving the premises clean.
- J. The Contractor, upon completion of this Agreement, and before final payment is authorized by the City or its Parks and Grounds Administrator, may be required to furnish the City (at the City's option) an affidavit certifying that all charges for labor, materials and any other expenses incurred by the Contractor pertaining to the execution of this Agreement have been paid in full, to the end and that no liens of any kind or character may be affixed against the above properties. Final payment on the Agreement amount will be made only after final inspection and acceptance of all work to be performed by the Contractor, and the Contractor submits (at the City's option) satisfactory releases of liens or claims for liens by the Contractor, laborers, and materials suppliers under his control.

SECURITY

Any problems occurring on the premises which are reported to the police are also to be reported to the Parks and Grounds Administrator.

Only the Contractor's employees (no friends, family members, etc.) are permitted on site when services are performed.

CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES FOR HEALTH AND SAFETY

Contractors and employees shall comply with federal, state, and local safety and health regulations and laws, including standards and rules of the North Carolina Department of Labor, which administers the Occupational Safety and Health Act of 1970 (OSHA). Each Contractor and employee are subject to regulations under OSHA's General Industry Safety Standards, 29 CFR Parts 1910 and 1926 including; all amended or subparts of these standards which are applicable in performing work for the City of Sanford. The Contractor and its employees shall maintain safe working environments at all times, which includes provisions for the safety of workers, pedestrians, and motorists within any work zones.

Based on the scope of work and specific work environments, additional workplace health and safety standards or other regulatory requirements may apply or be necessary. It is the Contractor's sole responsibility to assess working conditions for its employees and to determine when an unsafe working condition may exist.

Contractors shall ensure that each employee has received initial workplace safety orientation and training, and that the employee is competent in the operation of equipment and tools being used, and has been provided required PPE, and personal protective equipment (including approved safety vests) before starting work. Each employee has the responsibility to "comply with workplace safety standards and rules, regulations and other orders" issued under the OSHA Act that is related to his or her work.

CONTRACTOR'S PERSONNEL

- A. Upon request, Contractor must supply the City with a list of employees and/or supervisors to be used in performing services in the areas maintained. Also, phone numbers for contract persons including all supervisors and owners.
- B. Contractor staff shall be in uniform at all times during performance of this contract.
 - a. Shirts shall be uniform in appearance. T-shirts shall be acceptable.
 - b. Shirts shall have business identification such as logo or business name.
- C. Pants shall be uniform in appearance in both color and style.
 - a. Tattered cut-offs for shirts or pants shall be unacceptable.
 - b. Hats shall be at the discretion of the contractor.
- D. Contractor shall provide visible business identification on contractor's vehicles.

GENERAL SUPERVISION OF EMPLOYEES

The Contractor agrees to be responsible for and shall provide general supervision of all of its employees working under this contract. The Contractor shall ascertain that all of its employees abide by the following rules:

- A. They shall be of good integrity and character.
- B. They will not be employees of the City of Sanford, or former employees of the City of Sanford who were terminated for cause.
- C. They will have no convictions for violent crimes (homicide, rape, robbery, assault, sexual offense, etc.) or property crimes (burglary, larceny, shoplifting, etc.) for the last ten years.
- D. They shall report any property loss or damage to their Supervisor immediately. The Supervisor shall report in writing, such damage to the Parks and Grounds Administrator within 24 hours. Written notice of the incident will be emailed or provided in hardcopy, specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract.
- E. They shall not engage in idle or unnecessary conversation with City employees or patrons of the City.
- F. Upon written request of the Parks and Grounds Administrator to the Contractor, any Contractor's employees who fail to abide by these or other rules established by the Coordinator will be immediately pulled off the job and replaced.

EQUIPMENT AND SUPPLIES

The Contractor shall provide all equipment and supplies (adequate in kind, quantity and quality) for professionally performing these services in a manner that is satisfactory to the City's Parks and Grounds Administrator.

All products (chemicals) shall be kept in a properly labeled container and a Material Safety Data Sheet (MSDS) kept on each item, in a clearly marked MSDS notebook by the contractor. The contractor shall also supply a copy of all MSDS sheets to the Parks and Grounds Administrator. No chemicals will be used by the contractor with a signal word on the label greater than

“Caution”.

PERFORMANCE OF EXTRA SERVICES

The Contractor shall, upon written or oral request from the City, perform extra services. The Contractor shall be entitled to charge for such services an hourly rate, per employee. Requests for payment for additional services shall be submitted no later than the next regular monthly invoice and should be specifically identified as services rendered over and above contract provisions. Snow and/or ice removal is considered an extra service.

I. MAINTENANCE STANDARDS

The contractor will provide complete landscape and grounds maintenance including litter and debris removal; sidewalk and curb edging; trimming around signs, poles, guardrails, fencing, and other in-ground objects; herbicide applications to control weeds in perennial beds, around mulched areas of trees and shrubs, joints in hard surfaces; and mowing of turf grass.

The tasks must be accomplished during the specified times at each of the listed areas. A City representative will inspect the premises on a routine basis to ascertain whether the services are being provided properly.

LITTER AND DEBRIS REMOVAL

1. Litter and any other debris including mowing debris on hardscape surfaces (grass clippings/mulch/sand) should be removed by the contractor on a bi-weekly basis during scheduled visit. Litter and debris is defined as objects that are unsightly or present obstacles to mowing and other grounds maintenance operations including but not limited to, rocks in turf areas, wind and storm damage items; paper, glass, trash, or debris deposited or blown onto the sites, metal, auto parts, tires, parts of tires and any material illegally dumped on the roadways; and tree limbs; are to be removed within the extent of right of way and including concrete medians. The Contractor is responsible for all dump fees associated with debris removal.
2. Leaf buildup shall be removed by the contractor on a regular basis. For heavy accumulation, such as seasonal buildup in the fall the contractor will be expected to remove leaves in a reasonable period of time so as not to damage turf or prevent water flow into gutters. The contractor shall continue leaf removal until all leaves are removed. This includes all areas that are maintained where leaves continue to collect during the winter months. The leaves can be blown beyond the tree line where possible. Leaf debris should not deposit in ditches.
3. Litter and debris removal frequencies: **At a minimum of every two weeks.**

TRIMMING AND EDGING

1. Trimming: Grass shall be trimmed during or as an immediate operation following mowing. Trimming may be accomplished by hand-held rotary nylon “string” cutting machines. Grass will be trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass blades from around all obstacles and vertical surfaces in the turf such as sign posts, guard rails, light poles, trees, walls, cement curbs and medians. Contractor shall use special care when trimming around trees to avoid damage to bark surface and/or the living cambium layer beneath.
2. Edging: Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, including all road curbs at interchanges, drives, exits and entry lanes onto highways. This may be accomplished by string trimmers, push blade edging machines or tractor mounted edging equipment.). **Edging frequency will be at a minimum each visit.**

WEED CONTROL

Weeds emerging or existing in all plant bed areas, mulched areas, sidewalks and concrete medians will be controlled by the Contractor, so areas are weed-free. The Contractor should incorporate Integrated Pest Management strategies to minimize weed issues.

1. The use of products with the active ingredient Glyphosate is the only post-emergent herbicide pre-approved by the City and is to be utilized during scheduled bi-weekly visits to maintain proper/effective weed control.
2. Pre-emergent herbicide will be applied by the contractor in perennial beds to prevent the germination of annual weeds. It will be applied twice per year; typically, in mid to late February for control of summer annual weeds and early to mid-September for control of winter annual weeds.
3. The contractor may propose use of other herbicides, but this must be approved in writing by the City before any application is made. Proposal shall include the submittal of the following:
 1. a product label.
 2. a product MSDS
 3. a written statement detailing purpose(s) for the application(s)
 4. a written description detailing exactly what locations and areas of service within each location.
 5. the application(s) will be made along with proposed dates for the applications.
4. Weeds may be sprayed with an herbicide containing glyphosate or a herbicide that has been pre-approved by the City’s designee. Where spraying is not possible due to harming desirable plants, weeds will be manually removed to ensure no growth.
5. All applications will be made under the supervision of or by a person that holds a valid N.C. Pesticide Operator’s License.

6. The contractor will maintain a log of herbicide applications made by employees. The log will note all application locations, amounts applied and dates of application.
7. The contractor and their staff shall be responsible to address public or City employee inquiries regarding hazardous chemicals being utilized by the Contractor. Inquiries shall be addressed in accordance with State and Federal “Right to Know” and “Hazard Communication” laws.
8. Chemical treatment of grasses or weeds around the edges of riprap, storm drains, streams, ponds, swales, culverts, wetlands or any water is not allowed. If any chemical treatment of weeds within the riprap is needed, it must be an approved aquatic herbicide. A weed whip is preferred when necessary.

MULCHING

1. Specific areas require mulching, although most do not. See specific bid forms for confirmation on mulching.
2. The City of Sanford requires the use of dyed brown mulch for all beds on city property.
3. The City of Sanford requires the use of long leaf pine straw for all beds on city property.

MOWING

1. Before each mowing the Contractor shall remove all debris and litter from the maintained areas.
2. Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any missed uncut grass.
3. Excess grass clippings should be evenly distributed over the turf.
4. All mowing equipment shall be adjusted to proper height and blades shall be adequately sharpened.
5. Mowing will be done carefully so as not to damage bark of trees, shrubs or other desirable plants.
6. Mowing shall be done at a safe speed as not to rut turf areas. Sharp turns should be limited to need only situations and never at speeds that result in rutting of soil to prevent erosion. Ruts made by contractor deemed excessive shall be repaired by contractor at contractor expense.
7. Mowing will not be done when weather or conditions will result in damaged turf, uneven cutting, or rutting grounds.
8. Grass clippings or debris caused by mowing, weed eating or trimming will be removed from adjacent walks, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a storm water inlet/catch basin(s) nor be allowed to enter into any body of water. Failure to follow these requirements may result in termination of the contract.

9. **Mowing Schedule: Mowing should occur bi-weekly on Interchanges, Right of Ways, and the Greenway; Weekly at Parks, CCEP Entrances, and Landscaped Parking Lots.** The first mowing should be coordinated with the City's representative.

PRUNING

1. Shrub Pruning -Shrubs shall be pruned 3-4 times through active growing season as needed. (Hwy 42-Eleagnus, Spring Lane-Forsythia/Flowering Quince/Wax Myrtles, Hwy 421 & 1-Abelia/Hollies, 421- 2-mile stretch- Hollies, 15-501-Eleagnus, CCEP entrances/signs/medians shrubs, Depot Park Shrubs, MLK Park shrubs, Maple Ave Park Shrubs, Humber St. landscaped parking lot and Chatham St Buggy Factory landscaped parking lot shrubs)
2. Tree trimming-Ornamental trees will be pruned throughout the year as needed to assure all dead limbs and low hanging branches are removed and proper shape is maintained. All sucker growth will be monitored and removed when detected.

PERSONAL PROTECTIVE EQUIPMENT/SAFETY & SIGNALING DEVICES/SIGNAGE

1. All P.P.E. must be utilized while on each jobsite.
2. All M.U.T.C.D./OSHA standards should be followed
3. All equipment guards and safety lighting must be present while on each job

**Sample of the Small Service Contract that will be
used for the awarded bid.**

**STATE OF NORTH CAROLINA
COUNTY OF LEE**

**CONTRACT FOR
{DESCRIPTION OF SERVICES TO BE
PROVIDED UNDER THIS CONTRACT}**

This Contract is made and entered into by and between the “City of Sanford”, herein “City”, and “{Contractor’s Full Legal Name}”, herein “Contractor”, for the services as described in this agreement.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the City and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the City: The City will pay for the Contractor’s services as set forth in Exhibit A.
3. Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount} plus applicable sales tax.
4. Billing and Payment: The Contractor shall submit an invoice to the City for work performed under the terms of this Contract. The City will make payment within thirty (30) days of receipt of an accurate invoice, approved by the department which contracted for these services.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the City of Sanford and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor, except to the extent same are caused by the negligence or misconduct of the City. Contrary to any provision that may be contained in any exhibit attached hereto, the City shall not consent to limitations of Contractor liability for amounts less than the amount of insurance coverage under this agreement. Any provision that may be contained in any exhibit attached hereto that calls for the City to indemnify the Contractor shall be only to the extent allowed by law.
6. Insurance Provisions: The Contractor shall provide evidence of current valid insurance for the duration of this agreement, with the City named as an additional insured under the Contractor’s Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence. Contractors who maintain the Interchanges Contract must secure a \$5,000,000 Commercial General Liability policy in compliance with NCDOT regulations, listing NCDOT as additional insured.

and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.

Cyber Liability Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate is required for Contractors having access to personal identifying information and/or computer networks. The City may also require evidence of supplementary insurance coverages depending on the services provided under this agreement.

7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. Amendment: This Contract may be amended in writing by mutual agreement of the City and Contractor.
11. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Lee County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibit attached hereto the City shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
12. Preference: If the terms of any exhibit attached hereto are not consistent with the terms of this Contract, this document shall have preference; provided that where either any exhibit attached hereto or this document establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
13. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
14. Assignment: This Contract shall not be assigned without the prior written consent of the parties.

15. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.
16. Construction Project Related Sales Tax: If applicable, the Contractor must provide certified statements regarding the cost of materials purchased and the amount of North Carolina sales and use taxes paid by Contractor and any subcontractors. Contractor further agrees to provide the City with any additional information and documentation the City might request in the event the Commissioner of Revenue of the State of North Carolina requires more information to substantiate a refund claim by the City for sales or use tax. The City will not make payment until these statements are submitted. Any tax refunds received by the City will remain with the City.
17. Term: This Contract, unless amended as provided herein, shall be in effect until {_____}, 20{____}. Any renewal provisions that may be contained in any exhibit attached hereto are void and without effect.

[SIGNATURES ON FOLLOWING PAGE.]

This Contract is between the City of Sanford and {Contractor's Full Legal Name} for {Description of Services to be Provided Under This Contract}.

{CONTRACTOR'S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

CITY OF SANFORD

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/CITY MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY CITY CLERK:

CITY CLERK

CITY SEAL

City Clerk attests date this the _____ day of _____, 20____.

Approved as to Form and Authorization CITY

LEGAL STAFF

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

FINANCE OFFICER

DATE