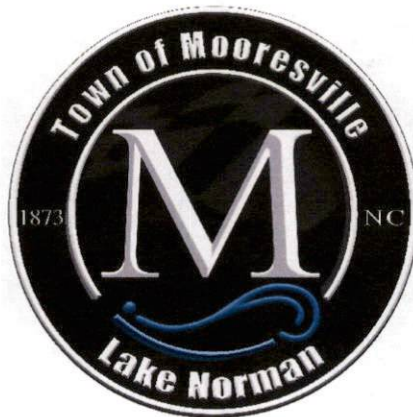


REQUEST FOR PROPOSAL
Purchasing Department

Town of Mooresville
Grounds Maintenance Bid
RFP 103-02-0022

Issued 04/27/2022



Proposals Required by
05/20/2022
10:00 AM

Town of Mooresville
Town Hall
413 N. Main St
Mooresville, North Carolina 28115

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REQUEST FOR PROPOSALS - GROUNDS MAINTENANCE

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Grounds Maintenance Companies to provide Grounds Maintenance, Landscaping and Pruning to four distinct sections for the Town of Mooresville. The sections are **Town Facilities, Right of Way Properties, Cemeteries and Utilities Properties**. Each section will be evaluated and awarded to the lowest responsive, responsible bidder. It is **NOT** required that you bid on each section, only the section(s) you're interested in. Such services may include, but not limited to: (1) Mowing; (2) Aerification/Over Seeding; (3) Pruning; and (4) Mulching.

The Town also reserves the right to reject any and all bids and to waive informalities or technicalities as it may deem to be in its best interest.

II. SCHEDULE AND SUBMITTAL

A. RFP SCHEDULE

Issued:	04/27/2022
Pre-bid meeting:	05/09/2022
Written questions Due:	05/13/2022
Last Addendum Issued (if needed):	05/16/2022
Proposals Due:	05/20/2022

B. PRE-BID MEETING

A **mandatory** pre-bid meeting will be held on 05/09/2022 at 10:00 AM at the Mooresville Public Services Operations Center, 2523 Charlotte Hwy, Mooresville, NC 28117. Bids will not be accepted from prospective bidders who were not in attendance at the pre-bid meeting.

C. WRITTEN QUESTIONS

Questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be put in writing and received by the Town of Mooresville no later than 2:00 PM, 05/13/2022. Written questions are to be: (1) mailed to the Purchasing Manager at the address shown below or (2) e-mailed to dwhitaker@mooresvillenc.gov. Prospective bidders must respond via email with their intent to bid so they may receive any forthcoming addenda. Failure to respond with an intent to bid will disqualify the prospective bidder.

The Town shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

D. PROPOSAL SUBMITTAL

1. General

Sealed Bids will be received by the Town of Mooresville for Grounds Maintenance as specified, until 10:00 AM on 05/20/2022, at Town Hall, 413 N. Main St, Mooresville, NC at which time they will be opened and read aloud. This is a formal bid per NCGS 143-129. Bidders will be required to comply with all applicable statutes and regulations.

Proposals must be received by 10:00 AM, 05/20/2022. Any proposal received after this date and time will not be considered. It is the responsibility of each bidder to ensure their bid is received on time.

2. Method of Submittal

Proposals **MUST** be submitted using the pages provided (pages 16-18) in this document, enclosed in an envelope marked "RFP 103-02-0022 – Grounds Maintenance Proposal" and delivered to: Town of Mooresville, Purchasing Department, 413 N. Main Street, PO Box 878, Mooresville, NC 28115, Attention David Whitaker, Purchasing Manager. Proposals may be mailed, sent by private carrier or delivered in person during normal business hours which are; 8:30 AM to 5:00 PM, Monday through Friday. Faxed copies will not be accepted. Please include one original and preferably a digital copy on a thumb drive.

III. GENERAL INSTRUCTIONS

A. TOWN CONTACT PERSON FOR QUESTIONS ON RFP

Mr. David Whitaker, Purchasing Manager
413 North Main Street
PO Box 878
Mooresville, NC 28115
704-662-8534
dwhitaker@mooresvillenc.gov

B. ORAL COMMUNICATIONS

Any oral communications by the Town's Contact Person or any employee of the Town concerning this RFP is not binding and shall in no way modify the RFP or the obligations of the Town, Bidder or Contractor.

C. AUTHORIZATION TO DO BUSINESS

The Bidder must be authorized to do business in the State of North Carolina and registered with the NC Secretary of State.

D. PRE-CONTRACTUAL EXPENSES

The Town shall not be liable for pre-contractual expenses incurred by the Bidder in the preparation of its proposal and Bidders shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the Bidder to: (1) prepare and submit its offer to the Town; (2) negotiate with the Town on any matters related to this RFP; and (3) any other expenses incurred by the Bidder prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit the Town to award a contract. The Town reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Bidder simultaneously, or to cancel all or part of this RFP.

E. STANDARD AGREEMENT

The Bidder selected for contract award through this RFP shall be required to enter into a written agreement with the Town. The Standard Agreement for professional services presented in Exhibit A of this RFP is the contract proposed for execution and also found at (<https://moorevillenc.gov/DocumentCenter/View/6796/Town-of-Mooresville-Std-Contract>). It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Bidder's offer or the outcome of contract negotiations, if any. Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Bidder's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal-evaluation process.

F. TERM OF CONTRACT

If contract(s) are awarded through this RFP, they will be effective upon full execution of the agreement for an initial term commencing July 1, 2022 and ending June 30, 2023, unless terminated earlier in accordance with the provisions specified in the Town's Standard Agreement. Thereafter, the Town reserves the right, at its sole option, to renew the contract(s) up to a maximum of four (4) additional one-year terms extending through June 30, 2027 providing the Town Board of Commissioners appropriates funds for each of the following years.

G. CONTRACTOR EVALUATION

At the conclusion of the contract(s), the Town may evaluate the Contractor's performance. The results of this evaluation may be considered by the Town in evaluating future proposals from the Contractor and may be shared with other parties considering engaging the Contractor.

IV. INSTRUCTIONS TO BIDDERS

A. EXAMINATION OF BID DOCUMENT

Before submitting a bid, bidders shall carefully examine these specifications and shall fully inform themselves as to what is required by the Town of Mooresville. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.

B. PREPARATIONS OF BID

The bid shall be legibly prepared in ink or typed. If an amount already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new amount entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed and properly identified. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Town of Mooresville will maintain and guarantee confidentiality of the contents until the specified opening date and time.

C. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Proposals (RFP) and attachments must be requested in writing, by the due date listed on Page 3 under the RFP Schedule. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or addendum to the RFP if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid. Oral explanation or instructions given prior to the opening will not be binding.

D. WITHDRAWAL OF BIDS

Bids may be withdrawn in person by a bidder or authorized representative provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No Bid may be withdrawn for at least ninety (90) days after bid opening.

E. ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless specifically requested, or any changes, insertions, or omissions to the terms and conditions, specifications, or any

other requirement of this RFP may be considered non- responsive, and at the option of the Town, result in rejection of the alternate bid.

F. LATE BIDS

Any bid received at the location designated after the exact time specified for receipt will not be considered. (Note: The Town reserves the right to consider bids that have been determined by the Town to have been received late due to mishandling by the Town after receipt of the bid and no award has been made.)

G. UNIT PRICES

If there is a discrepancy between unit prices and the total, unit prices shall prevail.

V. GENERAL SPECIFICATIONS

A. SAFETY

The Contractor shall conform to all applicable OSHA and MUTCD regulations.

B. INDUSTRY RULES AND CODES

The successful bidder shall keep fully informed of all local, state, and federal laws, ordinances, and regulations. The successful bidder shall at all times observe and comply with such laws, ordinances, and regulations, which pertain to all materials, equipment, and employees.

Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the successful bidder.

C. MANAGER'S STATUS

The Town of Mooresville Employee responsible for managing the property (listed at the top of each section, pages 17 - 22) will have general authority to stop the work whenever such stoppage may be necessary to insure the proper execution of this contract. He/she shall have the authority to reject any work or materials, which do not conform to the contract and to decide questions or interpretation which may arise from the contract documents.

VI. SPECIAL CONDITIONS

A. INTENT

It is the intent of these plans and specifications to provide for a Landscape contractor who shall provide all labor, materials, tools and equipment necessary to perform quality lawn maintenance at several locations inside the Town of Mooresville as specified.

B. SCOPE OF WORK

This project includes but is not limited to proper lawn maintenance, mowing and pruning of properties controlled by the Town of Mooresville. Primarily a mowing contract the contractor shall agree to mow in the intervals specified. This mowing shall include trimming/weed whipping and litter control of each area.

C. QUANTITIES

The quantities shown in the BID & AWARD pages (pages 17 – 22) are approximate only and may be subject to increase or decrease. No guarantee of maximum or minimum will be given by the Town.

D. INSPECTION OF WORK

The Town of Mooresville Employee responsible for managing the property shall inspect the mowing activities and point out to the Contractor's supervisor any discrepancies between what is being performed and what is required under this contract. The Contractor shall make adjustments to eliminate these discrepancies. Each bidder will be required to outline their procedures for satisfying discrepancies or issues on the bid sheet.

E. SUPERVISION

The Contractor shall employ an experienced supervisor or foreman on the job at all times.

VII. INDEMNITY AND INSURANCE

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Town of Mooresville, their elected and

appointed officials, employees and volunteers, against any and all claims demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Town of Mooresville, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

The Contractor shall furnish within fifteen (15) working days of Notice of Award, Certificates of Insurance, and providing insurance coverage as follows:

- a) Workers' Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits.

- b) Comprehensive General Liability Insurance - Including Premises and Operations, including XCU coverage, if the nature of the contract requires XC or U work. Product and Completed Operations, Contractual and Independent Contractor's protection with minimum limits as follows:

Bodily Injury/Property Damage	\$1,000,000 per occurrence
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- c) Automobile Liability Insurance - Including owned, non-owned and hired motor vehicles as well as Michigan No-Fault protection as required by statute. Minimum limits as follows:

Bodily Injury/Property Damage	\$1,000,000 CSL
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The above requirement should not be interpreted to limit the liability of the Contractor under this contract. Proof that premium for said policy must also be furnished within five (5) day notice of award.

All insurers shall be either licensed or authorized to do business in the State of North Carolina. (At a minimum, the insurer shall have a Best's rating of A.)

These coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed.

The Town of Mooresville, its agents and employees shall be included as additionally insured with respect to all liability policies herein including Automobile Liability Insurance.

A thirty-day cancellation clause with notice to the Town of Mooresville shall be included, words modifying the cancellation clause such a "endeavor to provide notice" will be unacceptable and must be stricken.

It shall be the Contractor's responsibility to provide similar insurance for each subcontractors or to provide evidence that each subcontractor carries such insurance in

like amount prior to the time such subcontractor proceeds to perform under the contract.

VIII. TERMS AND CONDITIONS

A. AWARD OF CONTRACT

This contract will be awarded by the Town of Mooresville to the lowest responsive, responsible bidder(s) whose bid, conforming to these bid documents will be the most advantageous to the Town. The Bid will be awarded on a per section basis. Each section will be evaluated separately. One bidder could possibly be awarded all four sections.

- a. The bids will be presented to the Town Board of Commissioners on 06/06/2022 for approval.

If approved by the Board, notification of award will be in writing from the Purchasing Manager or his duly authorized agent. Upon notification, the Contractor shall submit to the Towns Purchasing Manager all required insurance certificates and such other documentation as may be requested in this document. Upon their receipt and subsequent approval by the Town, the Contractor will receive a written "Notice To Proceed" Work shall not proceed until such notice is received by the Contractor.

- b. Changes in the bid prices by the bidder shall not be allowed. However, the Town of Mooresville reserves the right to negotiate with bidders in the event of, but not limited to:
 - No bids received
 - Prices quoted are over budget and/or unreasonable
 - An option is submitted that modifies the service and the cost.

B. Complete Contract Documents

This bid document together with its addenda, amendments, attachments, modifications, when executed, becomes part of the contract between the parties and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

C. Subcontractors – Non-Assignment

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the Town.

D. Payments

Unless otherwise specified by the Town of Mooresville in this document, the Contractor will be paid in not more than thirty days after receipt of a properly executed invoice for services rendered and accepted. Payments will be processed by the Town upon receiving the original invoice from the Contractor and approval by the Town Employee responsible for the property being serviced. Payments are to be made on a monthly basis.

If a scheduled mow is missed, the responsible Section Manager (the employee responsible for that property) **may** deduct from the invoice. The calculation for this will be determined by annual mow cost divided by the number of scheduled mows.

E. Changes and/or Contract Modifications

The Town reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof.

Changes of any nature after contract award, which reflects an increase or decrease in requirements or cost, shall not be permitted unless a properly drafted Change Order is submitted to the Town Employee responsible for the property being serviced. Town Board approval is required. If changes are performed in advance of Town Board approval, this work may be subject to denial and non-payment.

F. Default

The Town of Mooresville may at any time, by 30-day written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- Failure to provide insurance and bonds when called for, in the exact amounts and within the time specified or any extension thereof.
- Failure to perform the services within the time specified herein, or any extension thereof within 48 hours of notification of the failure.
- The unauthorized substitution of articles for those bids as specified.
- Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- Failure to perform in compliance with any provision of the contract.

G. Standard of Performance

The Contractor guarantees the performance of the commodities, goods or services rendered here in accordance with the accepted standards of the industry or industries concerned, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon the Town's notice of the Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Contractor shall immediately remedy the defective performance in a manner acceptable to the Town and required by these contract documents. Should the Contractor fail to immediately correct the defective performance as required by these documents, the failure shall be considered a breach of this contract and grounds for termination by the Town.

In the event of any breach of this contract by the Contractor, the Contractor shall pay any cost to the Town caused by the breach including but not limited to the replacement cost of such goods or services with another Contractor.

The Town reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the Town may bar the Contractor from being awarded any future contract with the Town.

All remedies available to the Town herein are cumulative and the election of one remedy by the Town shall not be a waiver of any other remedy available to the Town.

H. Independent Contractor

At all times, the Contractor, any of his/her employees, or his/her subcontractors and their subsequent employees shall be considered independent contractors and not Town employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or worker's unemployment compensation or the like.

I. Project Supervisor

The Contractor and/or Project Supervisor shall be available to meet with the Town at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five working days after the request; and, if in the sole opinion of the Town of Mooresville Employee responsible for managing the property in question, the severity of the circumstance warrants, no more than one working day.

J. Inspection of Work Sites

Before submitting a bid for this work, the Contractor shall attend a **mandatory** pre-bid site tour on May 9th, 2022 at 10:00 AM to examine the work sites and satisfying

himself/herself as to the existing conditions under which he/she will be committing to by submitting a proposal. No allowance shall be made subsequently, on behalf of the Contractor, for any negligence on his/her part for not being familiar with lawn maintenance sites.

K. Uniforms

The Contractor shall furnish its employees with uniforms, which identify the contractor's employees and shall always be as neat and clean as circumstances permit. The Contractor's employees will not be allowed to work in the Town without shirts.

IX. TECHNICAL SPECIFICATIONS

A. General Maintenance

- a. The Contractor is responsible for providing all labor, supervision, equipment, fuel, materials, and supplies required to perform all the duties outlined in these specifications.
- b. The Town reserves the right to reduce or increase the lawn maintenance; landscaping, mowing or pruning schedule during periods of drought, high turf stress, or heavy rains and this reduction or increase will affect the total contract amount.
- c. The Town reserves the right to add or delete properties throughout the duration of this program. The price for added properties shall be negotiated with the Contractor based on the prices provided in the contract for similar areas.
- d. The Contractor shall be responsible for any damage caused to public or private property that is determined by the Town to have been caused by the Contractor.

B. Mowing

- a. Each area will be mowed weekly during the mowing season unless otherwise noted. Please see Section X on page 16 for specific instructions on properties if requested by the Town Departments.
- b. The Contractor is responsible for mowing the properties as indicated in this contract. Mowing decks shall be set at a 3 1/2" grass height unless otherwise directed by the Section Manager.
- c. The Contractor is responsible for string trimming around all trees and other objects located in each mowing areas. Care shall be taken not to damage the tree bark with a string trimmer. The contractor is responsible for any damage incurred as a result of trimmer or edger damage to trees or shrubs and must repair or replace any such damage at no cost to the Town. Properly maintained tree wells are encouraged to minimize such damage.

- d. Contractor is responsible for the removal of grass clippings, leaves, or debris from sidewalks, parking areas, streets and driveways.
- e. Contractor is responsible for removal of all litter found on the mowing site before mowing can begin.
- f. Contractor is responsible for picking up limbs that have fallen before mowing.
- g. The Contractor shall use a mulching blade.
- h. The Contractor shall inspect the turf for parasites, disease, and chemical stresses that may cause extensive turf damage and report this to the Section Manager.
- i. The Contractor shall guarantee that each maintained location is in a well-groomed condition upon completion of the mowing service.
- j. Trimming/edging shall include, but not limited to the following items: Fence lines, gates, trees, bushes, ditch lines, light poles, signs and sign posts, flowerbeds, sidewalks, curbs, retaining walls, storm sewer inlets/outlets.

C. Pruning

- a. The Contractor is responsible for pruning all the trees and shrubs on the properties as indicated in this contract per the American Standards for Nursery Stock, current addition.
- b. The Contractor shall be responsible for the removal of all branches and limbs that have been pruned.
- c. The contractor shall be responsible for following proper pruning techniques so not to damage the trees or shrubs.
- d. Standard pruning times of early spring or late winter will be followed in order to train the plant for proper growth, maintain a healthy plant, improve the quality of flowers, foliage or stems, or to restrict growth.

D. Fertilization and Weed Control

February - May

Fertilization

Apply a complete Fertilizer (16-4-8 or equivalent) at rate of at least 1 lb N/1000 square feet

Insect Control

Check for and control grubs in April and May.
Fire Ant Control – All Properties as needed

Pre-Emergence Weed Control

Apply pre-emergence herbicides to control annual and perennial broadleaf weeds from late February to mid-March with a product containing Barricade, Dimension, or Team pro.

Post-Emergence Weed Control

Apply a herbicide to control weeds like clover, wild garlic, chickweed, and henbit as needed.

June - August

Disease Control

This Fescue blend is highly susceptible to Brown (Large) Patch Disease, which appears as irregularly shaped patches of dead or dying turf. Brown Patch likes high humidity and temperatures above 85 F. It becomes extremely severe during prolonged, overcast wet weather with evening air temperatures above 68 F. and daytime temperatures in the mid- to upper 80s. Do not apply nitrogen fertilizer when the disease is active, keep the mowing height at 3 inches or higher, and water between 2 and 8 am (if water restrictions require different timetables that change will be acceptable). Apply fungicide during severe Brown Patch outbreaks.

September - November

Aerification/Over Seeding

Only Priority Properties (P) as listed in the table below will be aerified/over seeded by contractor to minimize compaction and improve rooting. Contractor is also responsible for breaking up plugs. During the over seeding process, Contractor shall use a Kentucky 31 tall fescue seed blend. This fescue seed blend is to be applied at a rate of 4 pounds of seed per 1000 square feet.

Weed Control Apply broadleaf herbicides to control broadleaf weeds like chickweed, henbit, and other weeds with three way herbicides.

Fertilizing apply 1 pound of nitrogen per 1,000 square feet in mid-September and again in November (without soil testing a turf grade fertilizer such as 18-24-12 should be used.)

Year Round – Weed control in landscaping beds weekly. Weed control in all parking lots and drives weekly.

E. Mulching

- A. Mulch will be spread at all Priority Properties (P) once a year.
 - i. Mulch shall be Brown Deco.
- B. Mulch will be spread at all alternate properties once a year.
 - i. Mulch shall be Brown Deco.

F. Irrigation Maintenance

- A. Ensure irrigation systems are working properly. Maintain all heads, report line breaks. Invoice the Town for any material/parts used.

X. SPECIFIC INSTRUCTIONS FOR PROPERTIES

Section 3 – Cemeteries

Function	Frequency
Weed eat, edging, curbing headstone, around building	As needed
Spray roadways, mulch beds, scatter garden with herbicide to control weeds	Weekly
Glenwood Expansion	2 x's per year

Section 4 – Utilities Properties – Utilities Facilities

WTP1, WTP2, WWTP, Water Tanks and Intake and Booster Stations.

1. Trimming and spraying fence lines. Keep fence lines clear 4-6' or to property line if less than 4'.
2. WTP1 – Fenced 480' Radio Tower is included in the property. Fence line needs to be cleared 4 – 6'
3. WTP1 - Bulk Water Filling Station included
- 4.

Please note, WTP1 is scheduled for upgrades. The contract may start off as a Priority Property **P** but downgrade during construction.

Wastewater Treatment Plant – Area around Admin Building treated as a Priority Property **P** (mulched, hedges trimmed, edging, mowing)

Wastewater Treatment Plant – Shooting Range is included. Coordination with Police Department on when it is safe to mow.

XI. PROPERTIES LISTING / BID SHEET

GROUNDS MAINTENANCE LOCATION	GRASS (ACRES)	MULCH (Sq. Ft.)	FERTILIZATION / WEED CONTROL	BI WEEKLY MOWS	ANNUAL GRASS COST PER LOCATION	ANNUAL OTHER COST PER LOCATION	MAP #
SECTION 1 – TOWN FACILITIES							
Managed by – Building & Grounds Superintendent							
Facilities							
Town Hall P	1.35	11,786	Yes				1
Charles Mack Citizen Center	0	14393					2
Library P	1.11	10,128	Yes				3
New Police Department P			Yes				
Police Annex	.31						4
Public Services / Fleet P	2.17	23,522	Yes				5
Mooresville Art Depot P		926					6
Fire Station 1 P		Mulch Only					
Fire Station 2 P		Mulch Only					
Fire Station 3 P		Mulch Only					
Fire Station 5 P		Mulch Only					
Fire Station 6 P		Mulch Only					
Parking Lots and Misc. Lots							
Public Parking Lot – Church and Iredell P	.16						9
Vacant Lots on Church at Center & Moore P	1.37	640					10
TOTALS – SECTION 1	9.915	48,155					

GROUNDS MAINTENANCE LOCATION	Grass (Acres)	Mulch (Sq. Ft.)	Bi- Weekly Mows	Annual Grass Cost Per Location	Annual Other Cost Per Location	Map #
SECTION 2 – RIGHT OF WAY PROPERTIES						
Managed – Public Works Director						
I-77 Exit 36	7.82	81615	Yes			11
I-77 Exit 35	4.26	72,648	Yes			12
I-77 Exit 33	13.51	63,124	Yes			13
I-77 Exit 31	21.4	122,725	Yes			14
US 21 & SR 150 Interchange	7.02	73,785	Yes			15
Broad St from Iredell to Center (RXR Side)	0.67					16
Broad St from McLelland to Catawba	0.2		Yes			17
Main St from McLelland to Catawba (RXR side)	0	14,046	Yes			18
Broad/Main St from Catawba to Wilson	0.49		Yes			19
Broad/Main St from Wilson to Brawley	1.22		Yes			20
Broad at Moore Field		17,260	Yes			21
Main Brawley to Norman	0.15		Yes			22
NC 115 Norman Dr to Welcome Sign	0.93	12,901	Yes			23
150 & 152 Intersection	.15					24
Moore Field	.07					25
Sub-Total Right-Of-Ways	57.9	477,767				
Brawley School Road						
Brawley School Rd – Section 1	2.73	9086	Once a Month			26
Brawley School Rd – Section 2	1.98	2,960	Once a Month			27
Brawley School Rd – Section 3	1.94	6,353	Once a Month			28
Brawley School Rd – Section 4	2.01	4,977	Once a Month			29
Sub-Total Brawley School Rd	22.83	17,310				
TOTALS – SECTION 2	80.73	495,077				

GROUNDS MAINTENANCE LOCATION	Grass (acres)	Mulch (Sq. Ft.)	Bi-Weekly Mows	Annual Grass Cost per Location	Annual Other Cost per Location	Map #
SECTION 3 – CEMETERIES						
Managed by – Building & Grounds Superintendent						
Glenwood Cemetery P	19.3					30
Green Acres Cemetery P	3.16					31
Willow Valley Cemetery P	8.4					32
TOTALS – SECTION 3	29.7					

GROUND MAINTENANCE LOCATION	Grass (acres)	Mulch (Sq. Ft.)	Bi-Weekly Mows	Annual Grass Cost per Location	Annual Other Cost per Location	Map #
SECTION 4 – UTILITIES PROPERTIES						
Managed by – Water Treatment Plant Manager, Water/Sewer Maintenance Field Supervisor and Wastewater Treatment Manager for their respective areas						
Utility Facilities						
WTP2 P **	16.9	3020				33
WTP1 P **	7.7	0				34
Wastewater Treatment Plant P **	13.61					35
Water Tanks						
Mazeppa Water Tank	.99	530				36
Allison Park Water Tank	.53	2130				37
Church Street Water Tank	.38	0				38
Exit 33 Water Tank	.9	0				39
Intake and Booster Pump						
Raw Water Intake Property	1.22	6383				40
Mazeppa Road Booster Station	.3					41
McKenzie Road Pump Station	.55	570				42
Sewer Pump Stations			See pages 24 & 25 for pump station instructions			
Reeds Creek Station						43
Presbyterian Pump Station						44
Hospital Pump Station						45
Waterlynn Pump Station						46
South Iredell Pump Station						47
Sewer Pump Stations (cont'd)						
Cherry Grove Pump Station						48
Northside Pump Station						49
Linwood Pump Station						50
Chandeleur Pump Station						51
McCrary Creek Pump Station						52
Byers Creek Pump Station						53
Lake Shore Elementary Pump Station						54

SECTION 4 – UTILITIES PROPERTIES CONT'D	Grass (acres)	Mulch (Sq. Ft.)	Bi-Weekly Mows	Annual Grass Cost per Location	Annual Other Cost per Location	Map #
Lake Norman High School Pump Station						55
Oaktree Pump Station						56
Lake Norman Regional Pump Station						57
Eden Park Pump Station						58
Greencroft Pump Station						59
Shinnville Ridge Pump Station						60
Panasonic Pump Station						61
Transco Pump Station						62
Corvid Pump Station						63
Gambill Forest Pump Station						
TOTALS – SECTION 4	43.08	12,633				
GRAND TOTALS	147.255	560,496				

Note: The acres shown are approximate areas only. Contractor should inspect and measure each site to understand exactly what it will take to provide the specified service.

P - Priority Properties

**** These properties need to be finish mowed in the front and can be mowed in the rear. Treat the areas the buildings as a Priority Property P.**

The undersigned bidder agrees that the following is a complete and accurate list of all sub-contractors to be utilized if awarded this contract and any changes from this list shall be permitted only with the consent of the Town of Mooresville.

LIST NAME OF EACH SUB-CONTRACTOR AND BRIEF DESCRIPTION OF WORK TO BE DONE:

Please state on the lines below (or on a separate sheet) your procedures for reporting issues, steps taken to resolve them and communication back to the Town. Please indicate if a log is kept of issues during the course of the contract.

I hereby state that all the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid, which will become a binding contract if accepted by the Town of Mooresville. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the Town of Mooresville that would tend to destroy or hinder free competition.

I hereby state that I have read, understand, and agree to be bound by all the terms of this bid document.

Signature

Name

Date

Title

Firm Name:

Address

Telephone

Addendum Received (if issued)

Date

Addendum 1

Addendum 2

Addendum 3

XII. PROPERTY ADDRESSES

Town Facilities

Town Hall	413 North Main Street
Charles Mack Citizen Center	215 North Main Street
Library	304 South Main Street
Westside Library	614 Brawley School Rd
New Police Department	2847 Charlotte Hwy
Police Annex	
Public Services / Fleet	2523 Charlotte Hwy
Mooreville Art Depot	103 West Center Ave
Fire Station 1	457 North Main Street
Fire Station 2	186 Knob Hill Rd
Fire Station 3	1023 Shearers Rd
Fire Station 5	125 Balmy Lane
Fire Station 6	115 Manufacturers Blvd
Fire Training Facility	2593 Charlotte Hwy

Cemeteries

Glenwood Cemetery	273 Glenwood Dr
Green Acres Cemetery	650 Ashe Alley
Willow Valley Cemetery	200 South Church Street

Utilities Properties

WPT2	2528 Charlotte Hwy
WPT1	2566 Charlotte Hwy
Wastewater Treatment Plant	369 Johnson Dairy Rd

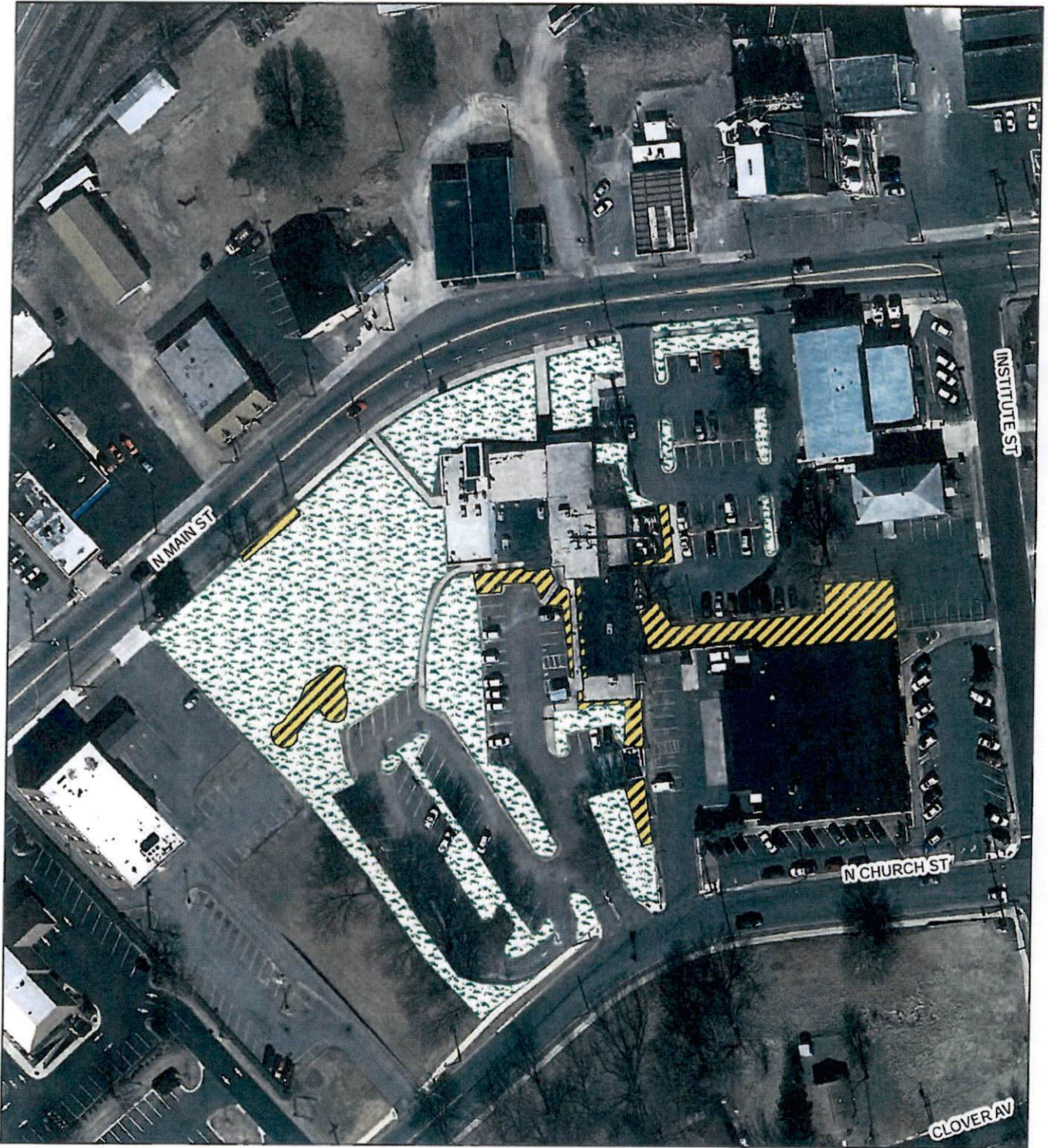
Pump Stations

Pump Stations only need to be mowed, blown and trimmed along fence line (or instructions below) between March thru October.

Reeds Creek	253 Golf Course Rd	Inside and Outside Fence
Presbyterian	476 Presbyterian Road	Inside and Outside Fence
Hospital	1000 Lowes Blvd (Lowes Campus)	Inside And Outside Fence
Waterlynn	231 Waterlynn Rd	(Use back driveway of Langtree Charter High School) Inside Station And One Swipe Outside Fence And Along Driveway
South Iredell	325 Mazeppa Rd	Station and Along Driveway
Cherry Grove	192 Pink Orchard	Inside and Outside Fence
Northside	159 Tillman Dr	Inside and Outside Fence and Driveway
Linwood	137 Edgington	Empty Lot
Chandeleur	242 Chandeleur	Inside Fence
McCrary Creek	321 Plantation Ridge Dr	Inside and Outside Fence
Byers Creek	472 Bluefield Rd	Inside and Outside Fence & Two Passes Each Side of Road
Lake Shore Elem.	405 Wilson Lake Rd	Inside and Outside of Fence & One Pass on Each Side of Driveway
Lake Norman High Sch	190 Doolie Rd	Inside and Outside Fence
Oaktree	568 Oaktree Rd	Inside and Outside Fence
Lake Norman Regional	389 Brawley School Rd	Inside and Outside Fence
Eden Park	155 Eden Ave	Left Side of Driveway, End of Driveway and near transformer
Greencroft	131 Thorsen Dr	Inside of Fence and one Pass Along Driveway
Shinnville Ridge	175 Butler Dr	Along Driveway and Around Fence

Panasonic	163 Mooresville Blvd	Outside of Fence (1 Pass On each Side and 2-3 Passes on Front And Back)
Transco	Gravel Driveway	Around Fence and Both Sides of Driveway
Corvid	171 Langtree Campus Dr	Around Fence and both Sides of Driveway
Gambill Forest	End Of Haddonsfield Dr	1 Pass Around Fence and a Few Swipes on both sides driveway



Town Hall



Building	Grass Area (AC)	Mulch Area (SF)
Town Hall	1.35	11,786

Legend

Open Space

-  Grass Areas
-  Mulched Areas

Charles Mack Citizens Center²





CMCC

Approximate Mulched Area - 14393 sqft

Legend

Open Space

 Grass Areas

 Mulched Areas

Library



Library

Approximate Grass Area - 1.01ac
Approximate Mulch Area - 0.26ac

Legend

Open Areas

Id

	Grass Area
	Mulched Area

Police Annex




Police Annex

Approximate Weekly Mow Area - 0.31ac

Legend

Open Space

 Weekly Mow

Public Services - Fleet



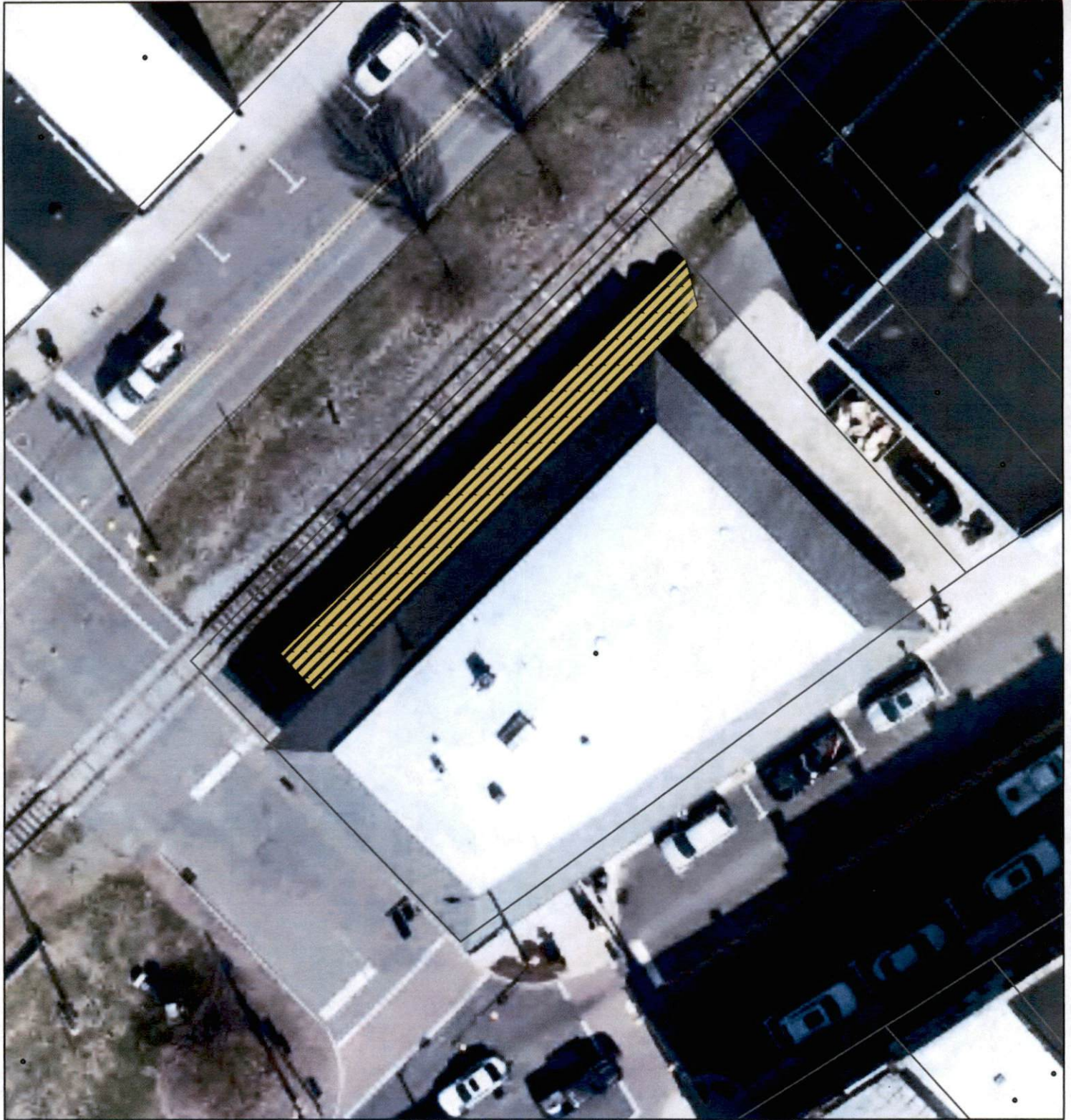
Public Services - Fleet
Approximate Grass Area - 2.17ac
Approximate Mulch Area - 0.54ac

Legend

Open Areas
Id

	Grass Area
	Mulched Area

Art Depot





Art Depot

Approximate Mulched Area - 926 sqft

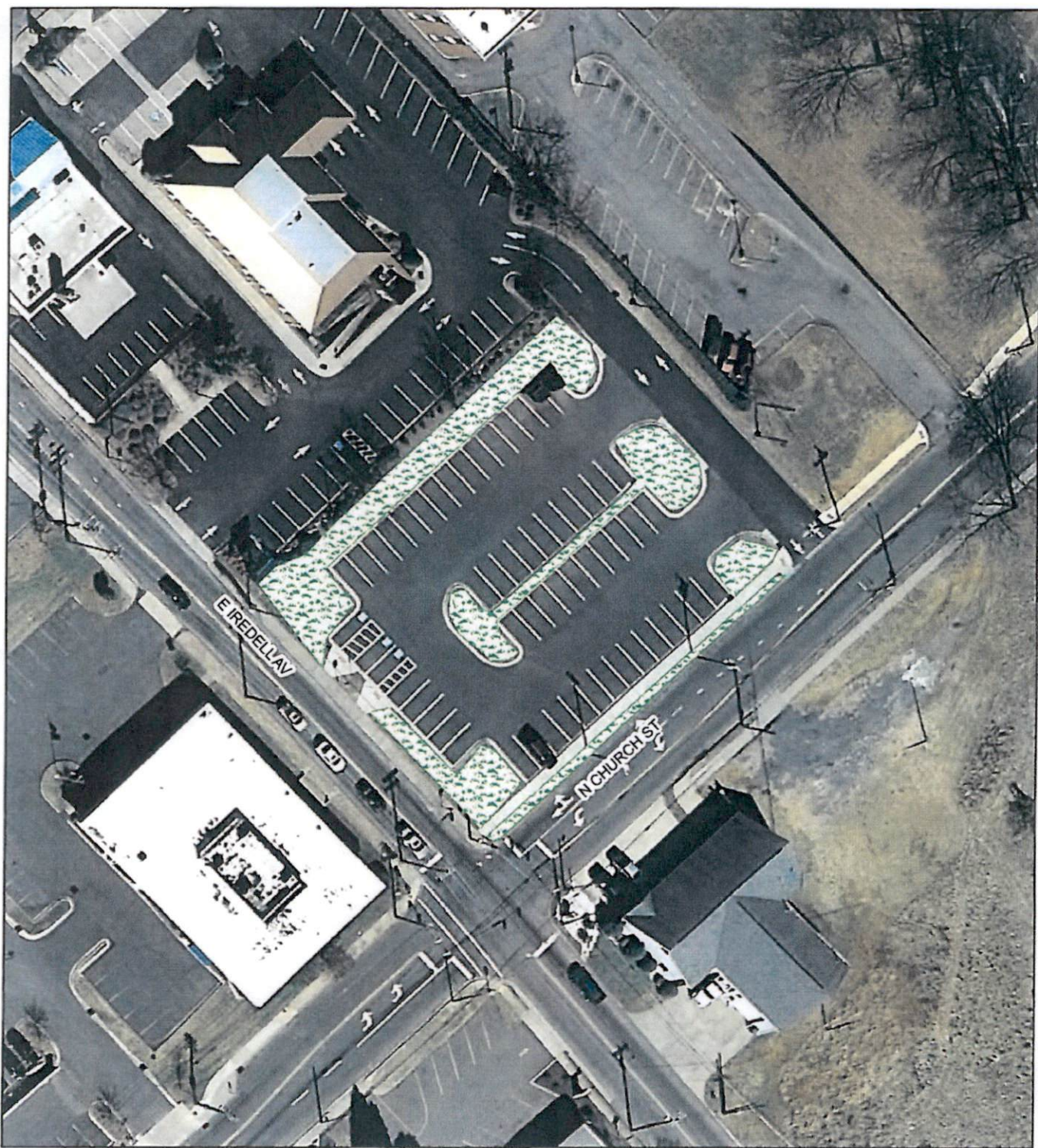
Legend

Open Space

Id

-  Grass Area
-  Mulched Area

Public Parking Lot at Church St & Iredell



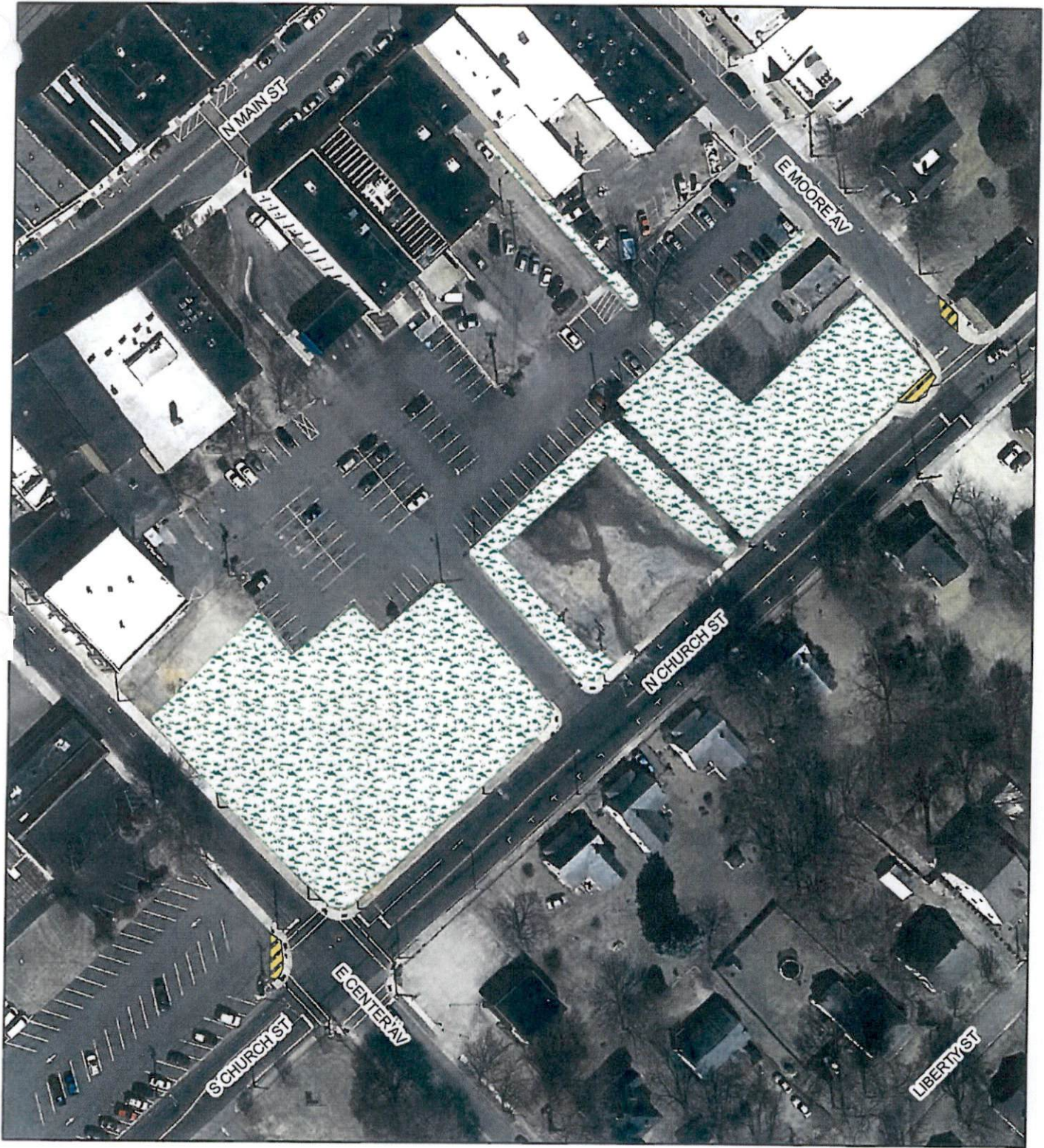
Building	Grass Area (AC)	Mulched Area (SF)
Church Street Parking Lot	0.16	0.00

Legend

Open Space

-  Grass Areas
-  Mulched Areas



Church & Center Street



Area	Grass Area (AC)	Mulch Area (SF)
Church & Center	1.37	640

Legend

Open Space

-  Grass Areas
-  Mulched Areas

Exit 36- Hwy 150



Area	Grass Area (AC)	Mulch Area (SF)
Exit 36- Hwy 150	7.82	81,615

Legend

Open Space

-  Grass Areas
-  Mulched Areas


Exit 35 (Brawley School Road)




Area	Grass Area (AC)	Mulch Area (SF)
Exit 35 Brawley School Rd	4.26	72,648

Legend

Open Space

 Grass Areas

 Mulched Areas

Exit 33 (Hwy 21)



Area	Grass Area (AC)	Mulch Area (SF)
Exit 33 – Hwy 21	13.51	63,124

Legend

Open Space

-  Grass Areas
-  Mulched Areas



Exit 31 - Langtree Rd



Area	Grass Area (AC)	Mulch Area (SF)
Exit 32- Langtree Rd	21.4	122,725

Legend

Open Space

-  Grass Areas
-  Mulched Areas



Hwy 150 & Hwy 21



Area	Grass Area (AC)	Mulch Area (SF)
Hwy 150 & Hwy 21	7.02	73,785

Legend

Open Space

-  Grass Areas
-  Mulched Areas

Broad Street @ Iredell Ave



Area	Grass Area (AC)	Mulch Area (SF)
Broad St @ Iredell Ave	0.67	0

Legend

Open Space

-  Grass Areas
-  Mulched Areas

S Broad Street @ McLelland Ave



Area	Grass Area (AC)	Mulch Area (SF)
S Broad Street @ McLelland Ave	0.2	0

Legend

Open Space

-  Grass Areas
-  Mulched Areas


Main Street




Building	Grass Area (AC)	Mulch Area (SF)
Main Street	0.00	14,046

Legend

Open Space

 Grass Areas

 Mulched Areas



S Broad Street @ Catawba Ave



Area	Grass Area (AC)	Mulch Area (SF)
S Broad Street @ Catawba Ave	0.49	0

Legend

Open Space

-  Grass Areas
-  Mulched Areas

S Broad/Main St To Brawley Ave



Area	Grass Area (AC)	Mulch Area (SF)
S Broad/Main St To Brawley Ave	1.22	0

Legend

Open Space

-  Grass Areas
-  Mulched Areas



Broad Street @ Moore Field



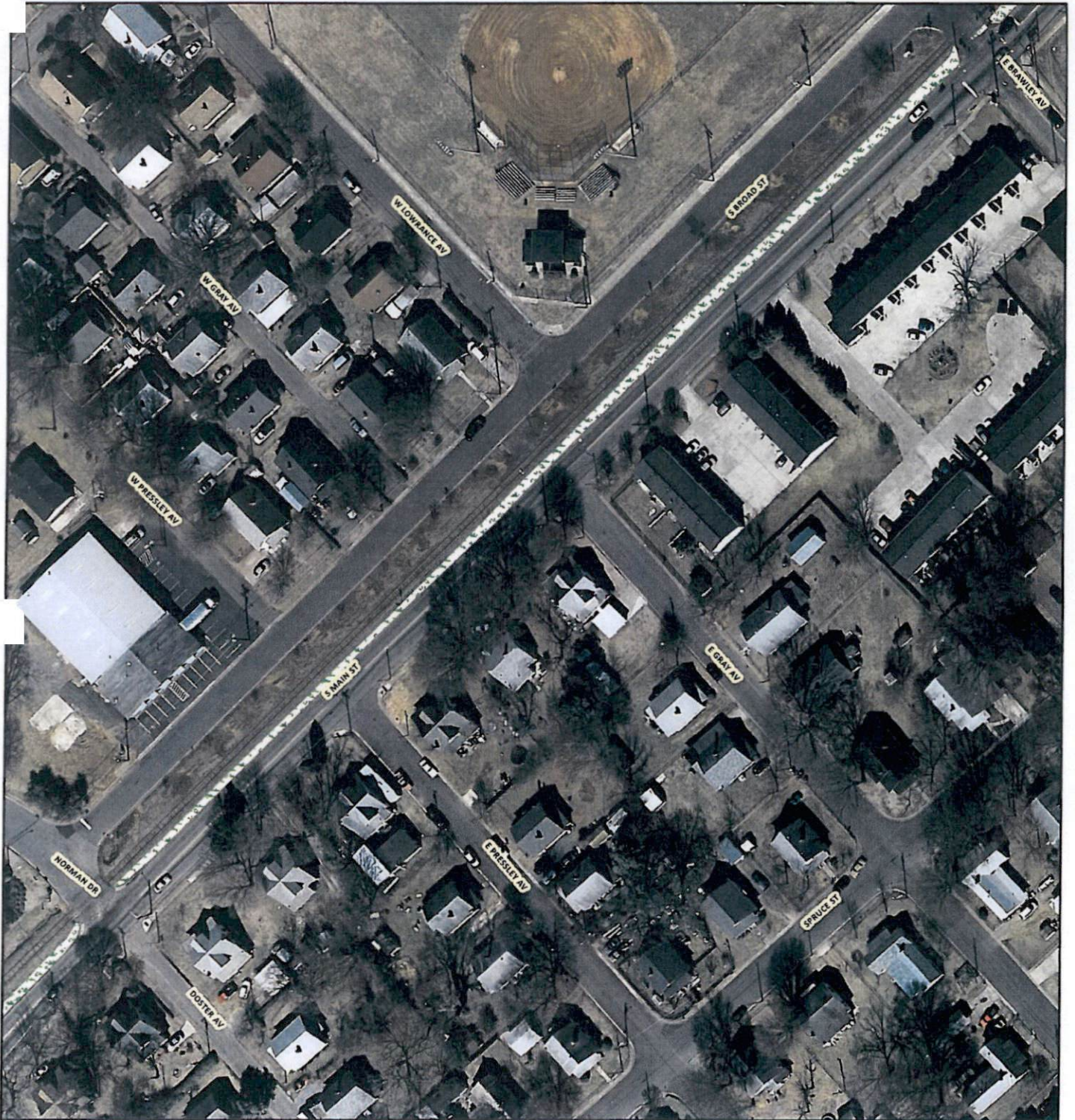
Area	Grass Area (AC)	Mulch Area (SF)
Broad St @ Moore Field		0

Legend

Open Space

-  Grass Areas
-  Mulched Areas



S Main to Norman Drive



Area	Grass Area (AC)	Mulch Area (SF)
S Main To Norman Drive	0.15	0

Legend

Open Space

-  Grass Areas
-  Mulched Areas

Norman Drive to Welcome Sign



Area	Grass Area (AC)	Mulch Area (SF)
Norman Drive to Welcome Sign	0.93	12,901

Legend

Open Space

-  Grass Areas
-  Mulched Areas

150 & 152 Intersection



Location	Grass Area (AC)
150_152 Intersection	0.15

Legend

Open Space

 Grass Areas

Moore Field

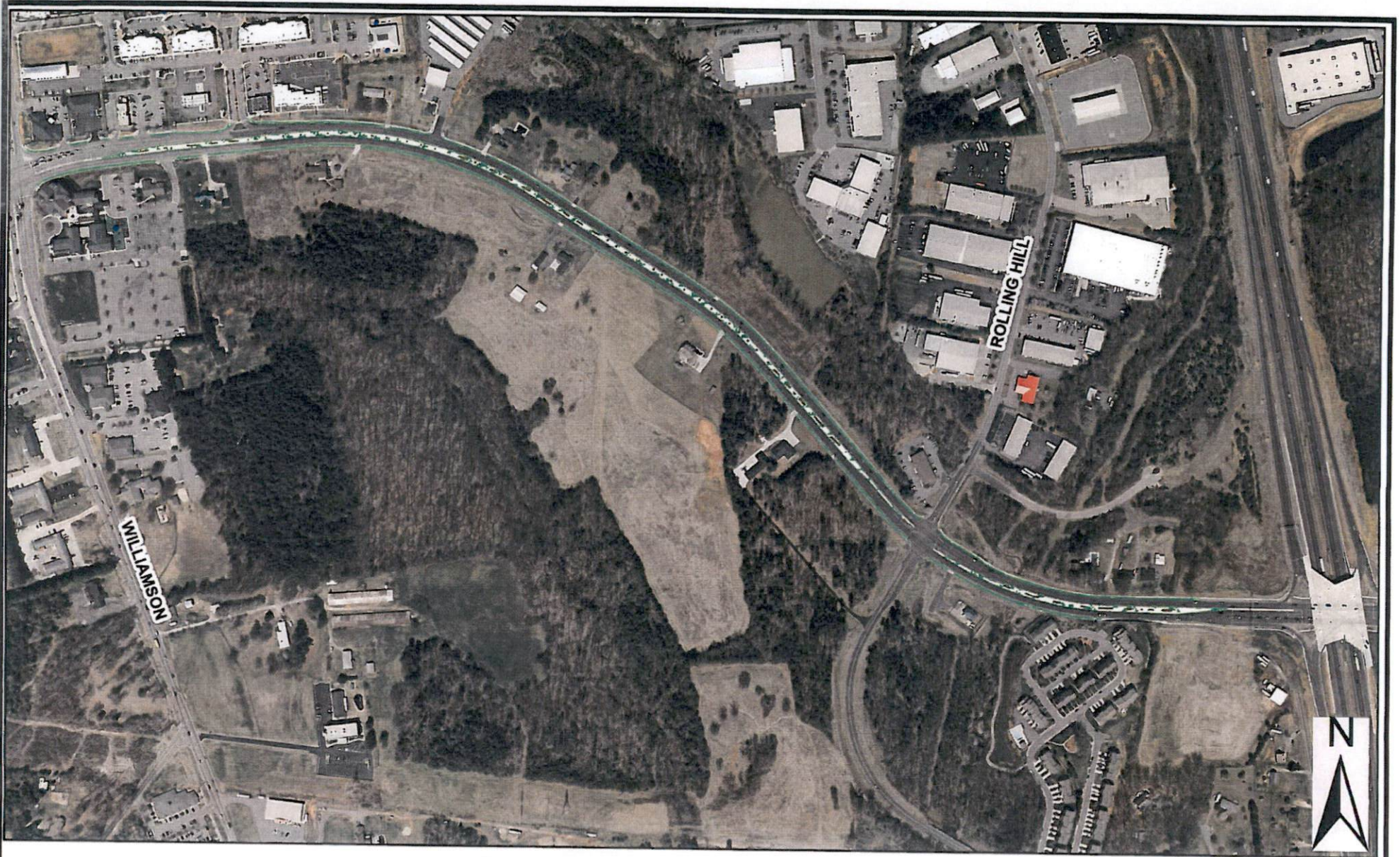


Location	Grass Area (AC)
Moore Field	0.07

Legend

Open Space



 Grass Areas



Brawley Sch. Rd Section 1

Section 1	Grass Area (AC)	Mulch Area (SF)
Area	2.73	9,086

Legend

-  Grass
-  Mulch



Brawley Sch. Rd Section 2

Section 2	Grass Area (AC)	Mulch Area (SF)
Area	1.98	2,960

Legend



-  Grass
-  Mulch



Brawley Sch. Rd Section 3

Section 3	Grass Area (AC)	Mulch Area (SF)
Area	1.94	6,353

Legend

-  Grass
-  Mulch



**Brawley Sch. Rd
Section 4**

Section 4	Grass Area (AC)	Mulch Area (SF)
Area	2.01	4,977

Legend

- Grass
- Mulch

Glenwood Cemetery



This Area to be Mowed Montly (6.8 Acres)



Location	Grass Area (acres)
Glenwood Cemetery	19.3

Legend

Open Space

-  Grass Areas
-  Mowed Montly


Green Acres Cemetery



Green Acres Cemetery
Approximate Mowing Area - 3.16ac

Legend

Open Space

 Weekly Mow

Willow Valley Cemetery



Mow 5 Feet
From Edge of Pavement
To Fence Along Entire
Length of Road



Location	Grass Area (acres)
Willow Valley Cemetery	8.4

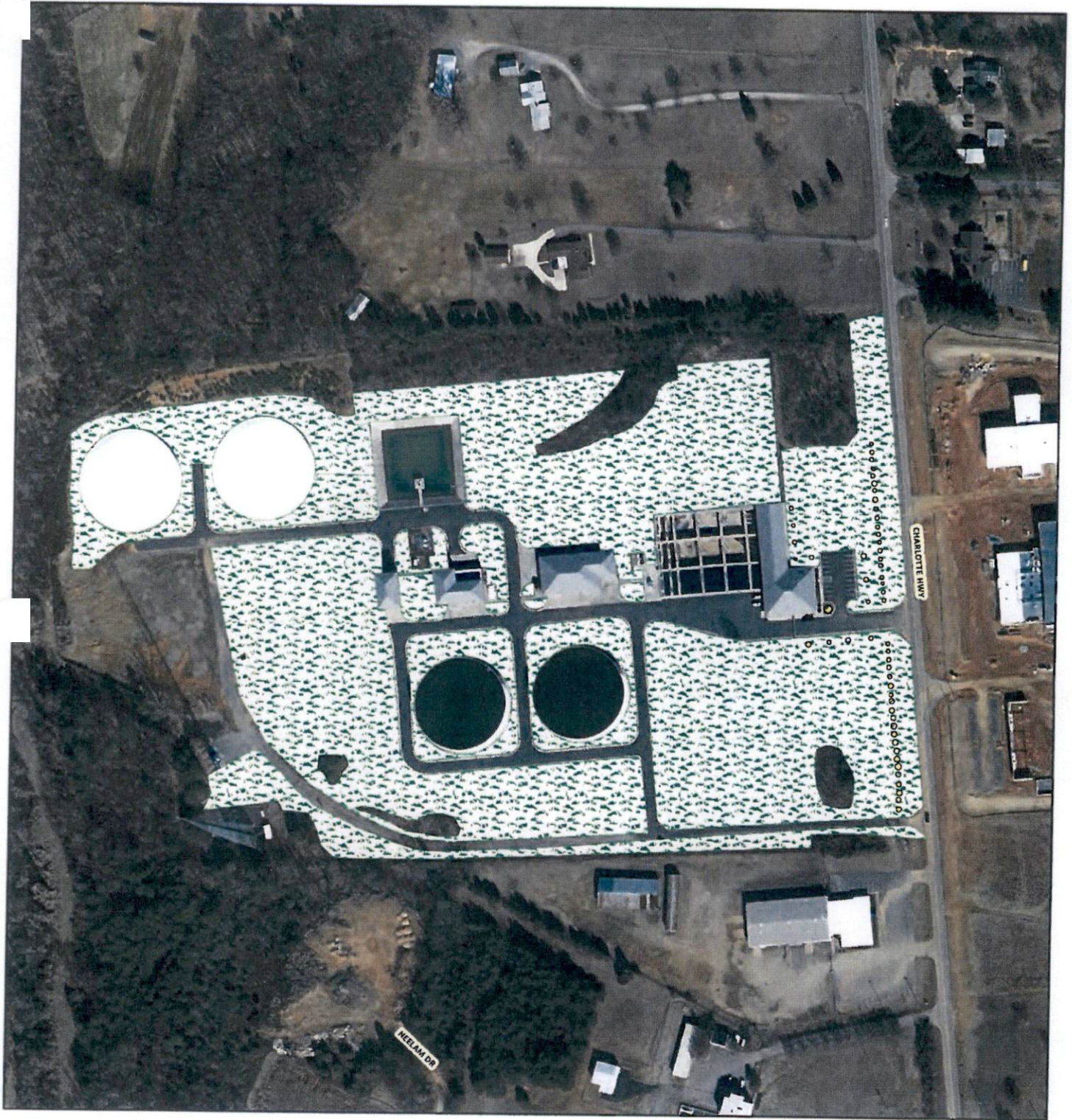
Legend

Open Space



Grass Areas

New Water Treatment Plant



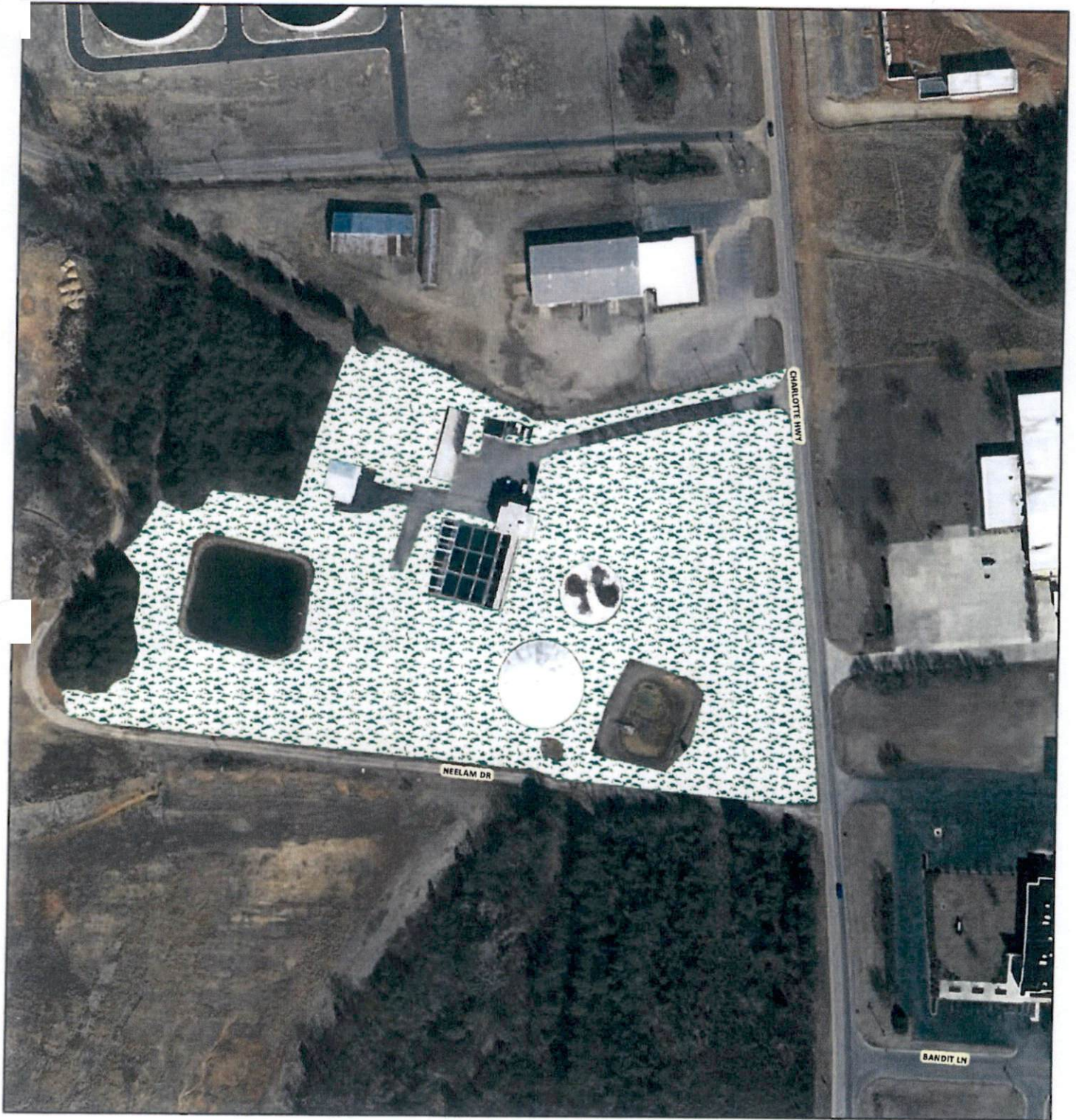
Area	Grass Area (AC)	Mulch Area (SF)
New WTP	16.9	3,020

Legend

Open Space

-  Grass Areas
-  Mulched Areas



Old Water Treatment Plant



Area	Grass Area (AC)	Mulch Area (SF)
Old WTP	7.7	0

Legend

Open Space

-  Grass Areas
-  Mulched Areas


Rocky River WWTP



Area	Grass Area (AC)
Rocky River WWTP	13.61

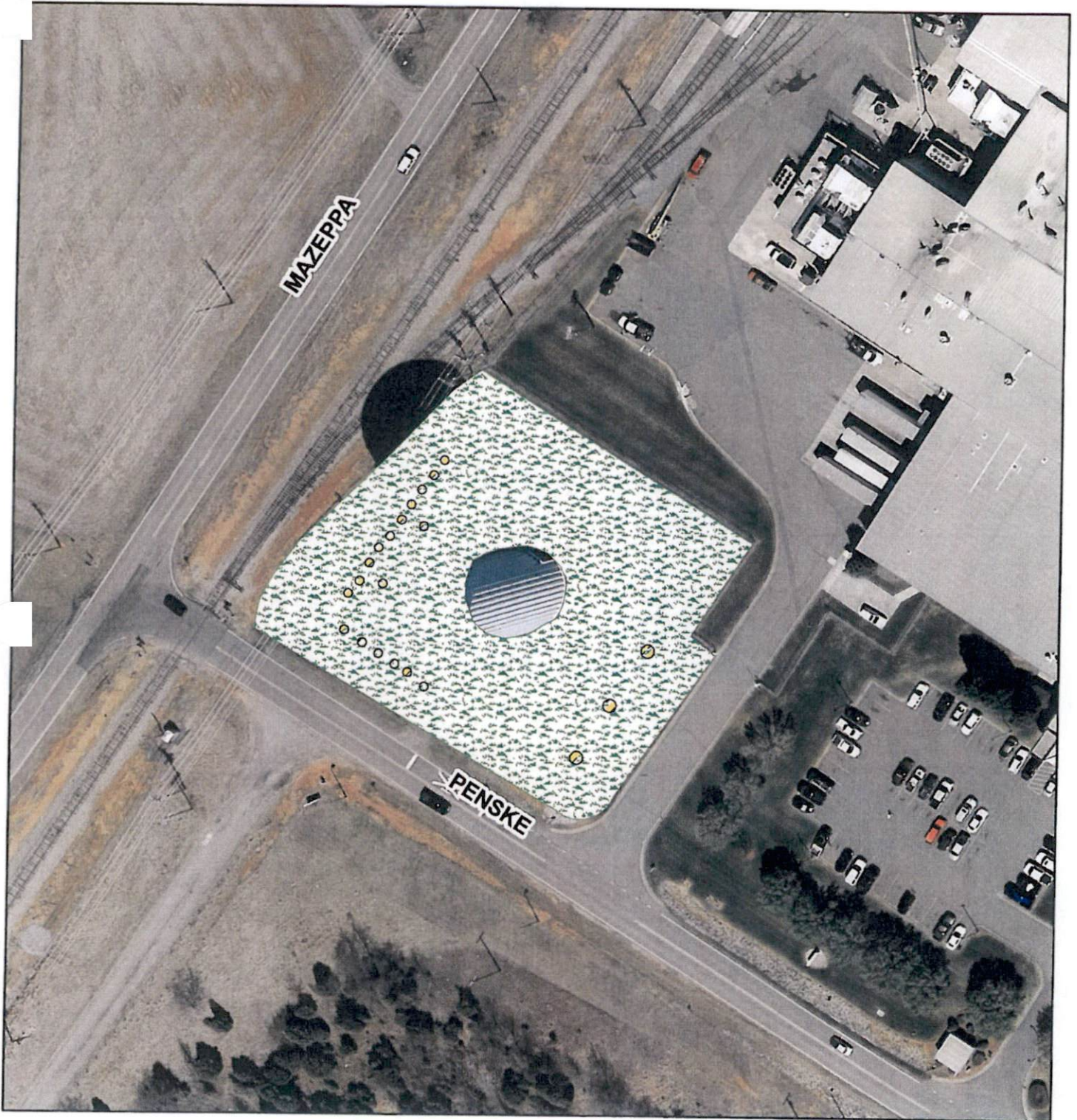
Legend

Open Space

 Grass Areas

Mazeppa

Water Tank



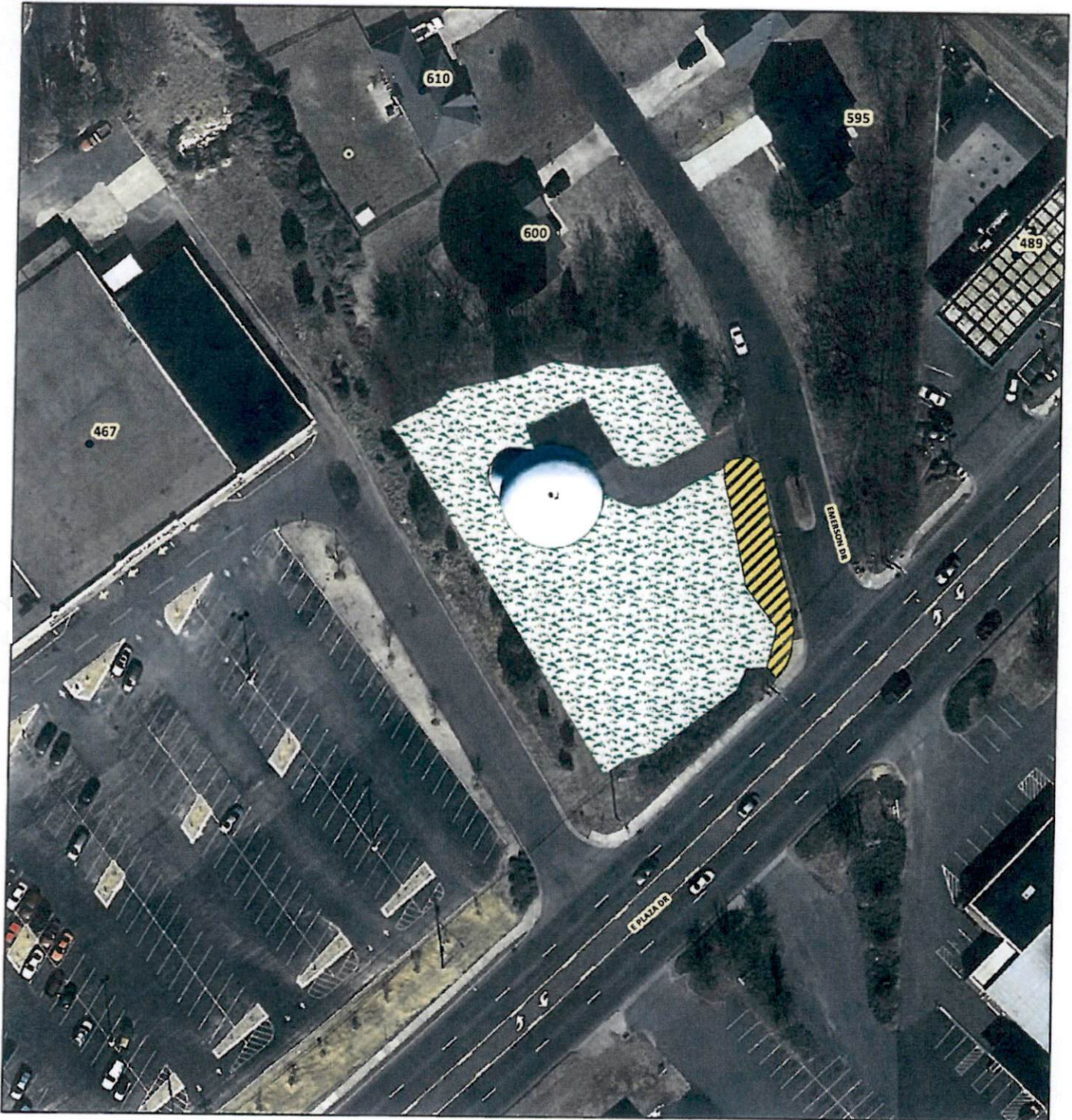
Area	Grass Area (AC)	Mulch Area (SF)
Penske Way Water Tank	0.985	530

Legend

Open Space

-  Grass Areas
-  Mulched Areas

Allison Park Water Tank



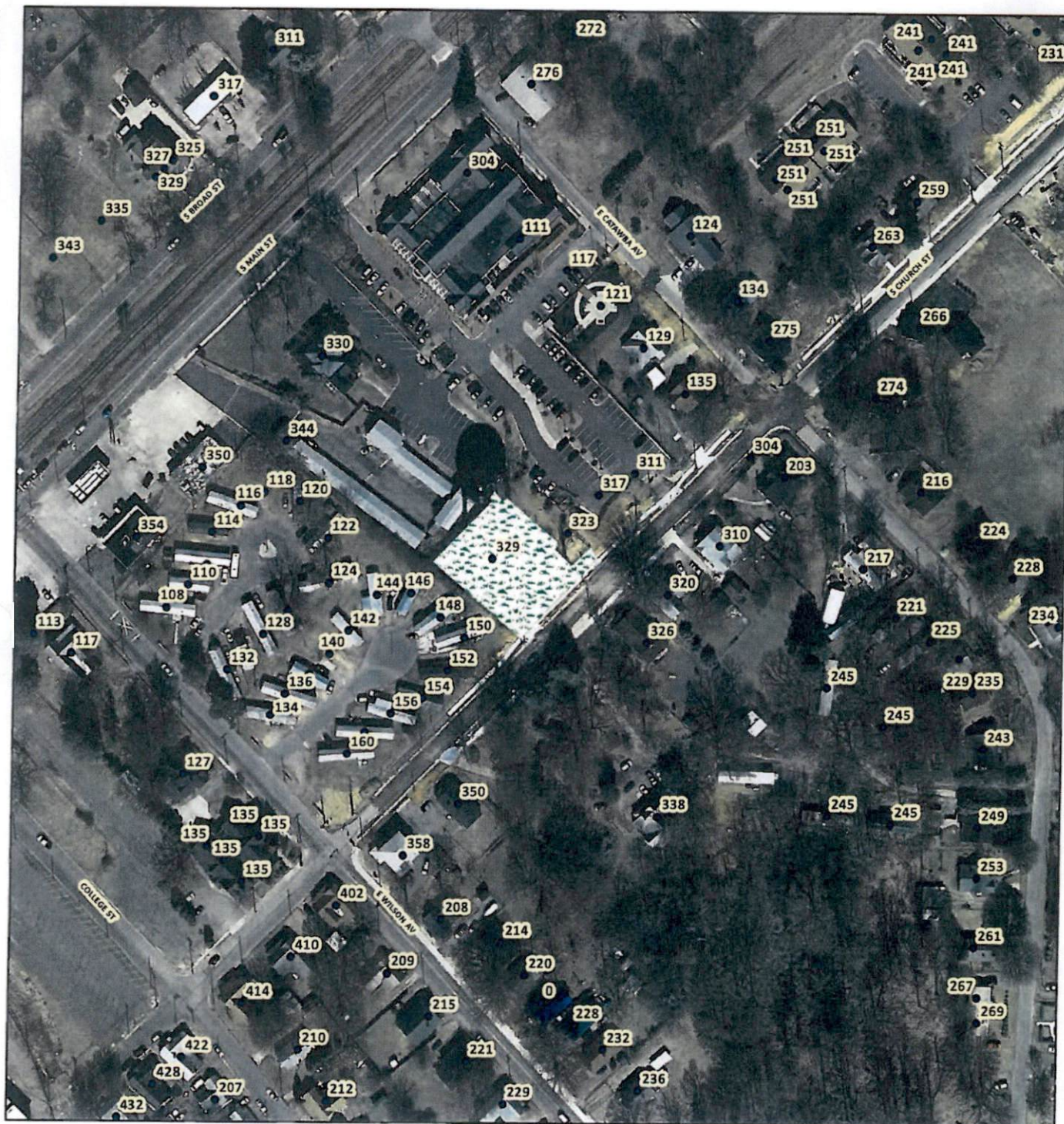
Area	Grass Area (AC)	Mulch Area (SF)
Allison Park Water Tank	0.53	2130

Legend

Open Space

-  Grass Areas
-  Mulched Areas

Church Street Water Tank



Area	Grass Area (AC)	Mulch Area (SF)
Church St. Water Tank	0.38	0

Legend

Open Space

-  Grass Areas
-  Mulched Areas



Exit 33- Water Tank



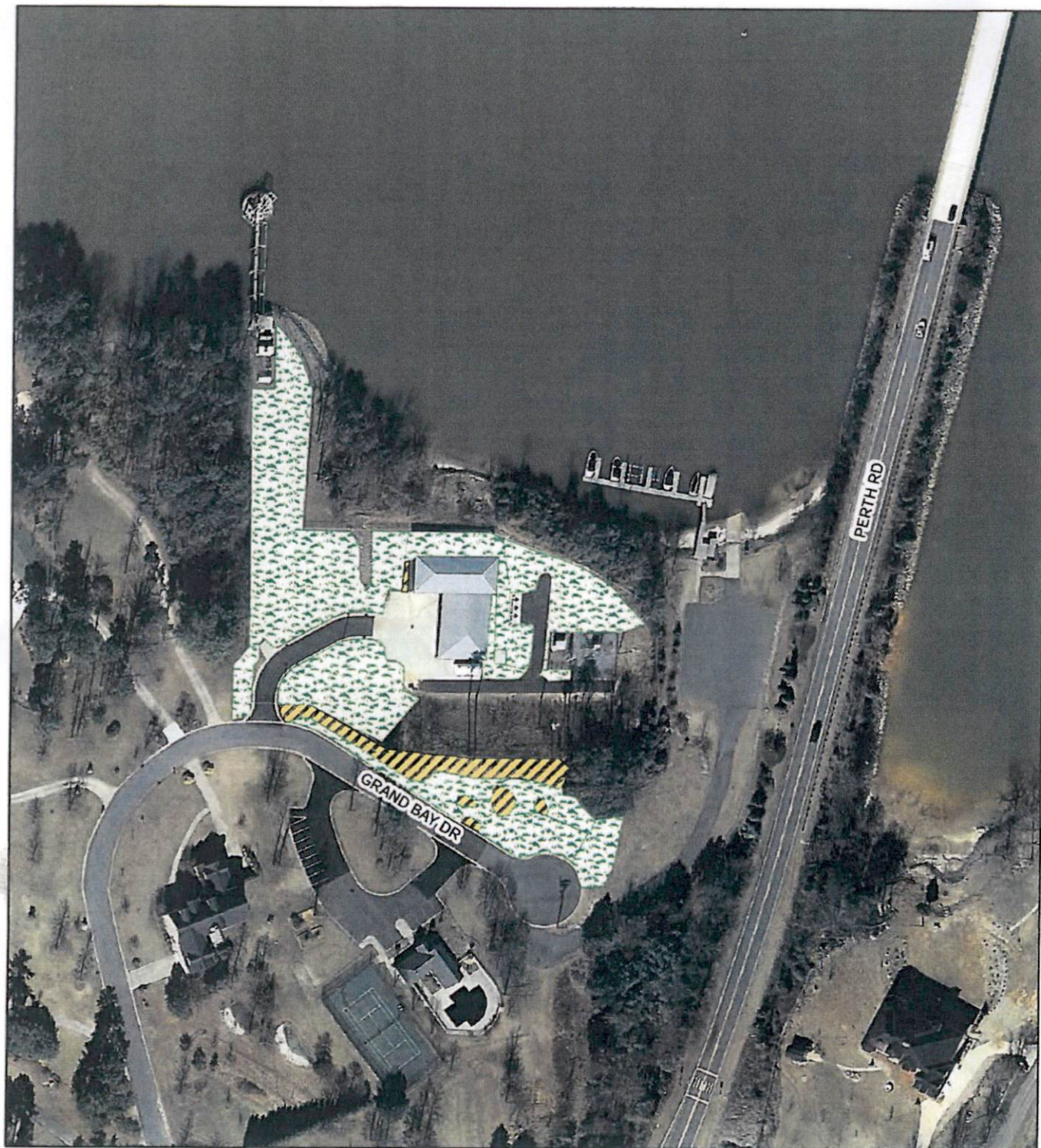
Area	Grass Area (AC)	Mulch Area (SF)
Exit 33 Tank	0.9	0

Legend

Open Space

-  Grass Areas
-  Mulched Areas

Raw Water Intake



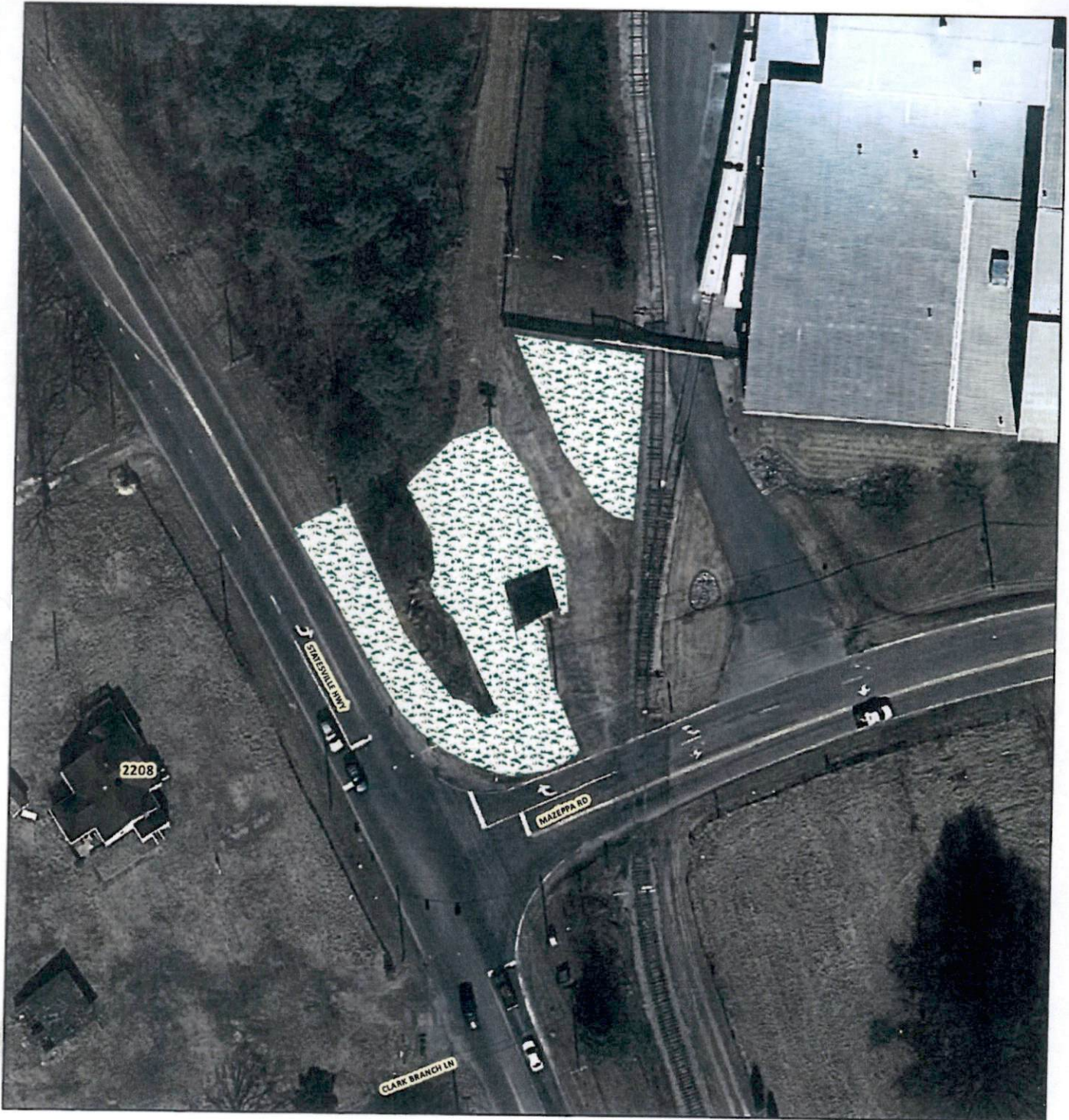
Building	Grass Area (AC)	Mulch Area (SF)
Raw Water Intake	1.22	6,383

Legend

Open Space

-  Grass Areas
-  Mulched Areas

Mazeppa Rd Booster Station



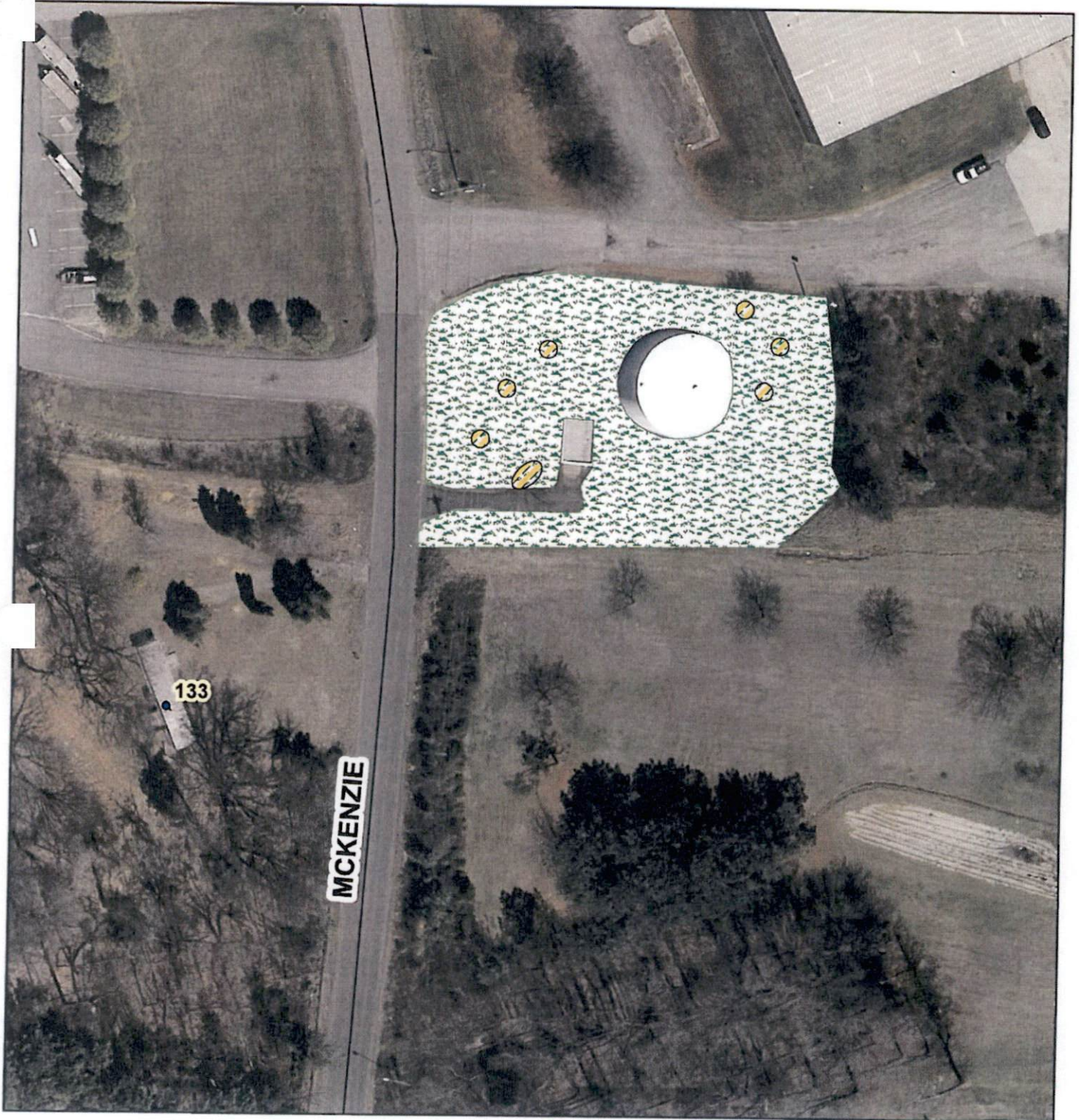
Area	Grass Area (AC)	Mulch Area (SF)
Mazeppa Rd Booster Station	0.3	0

Legend

Open Space

-  Grass Areas
-  Mulched Areas

McKenzie Rd Pump Station



Area	Grass Area (AC)	Mulch Area (SF)
McKenzie Rd	0.549	570
Water Tank		

Legend

Open Space

-  Grass Areas
-  Mulched Areas





Name: PEE...
Address: ...

Name: POTEAT JOB REVOCABLE TRUST
Address: P O BOX 400



Name: TOWN OF MOORESVILLE
Address: P.O. BOX 878

HOSPITAL

Name: LOWES HOME CENT
Address: c/o TAX DE

Name: LANGTREE DEVELOPMENT GROUP LLC
Address: 349-L COPPERFIELD BLVD NE #406



THE
CHA
PAR

WATERLYNN
PUMP STATION





CHERRY GROVE

Name: CHERRY G
Address

Address

Name: TOWN OF MOORESVILLE
Address: P O BOX 878

 **NORTHSIDE**

R



139 EDGINGTON

Name: YOUNG RANDALL+REBECCA+TYLER
Address: 2702 W COUNTY RD 130

Name: TOWN OF MOOREVILLE
Address: P O BOX 878

 LINWOOD

Name: HARRIS CROSSING HOA INC
Address: C/O KUESTER MGMT GROUP

Name: MAR
Address: 135





MORRISON RESIDENTIAL, L.L.C.
Address: C/O JAMES EKALE III

355 PLANTATION RIDGE DR

TRISON RESIDENTIAL HOA INC
Liam Douglas Management

Name: TOWN OF MOORESVILLE
Address: P.O. BOX 878

MCCRARY CREEK



Name: IREDELL COUNTY
Address: PO BOX 788

Name: TOWN OF MOORESVILLE
Address: PO BOX 878

LAKESHORE ELEMENTARY



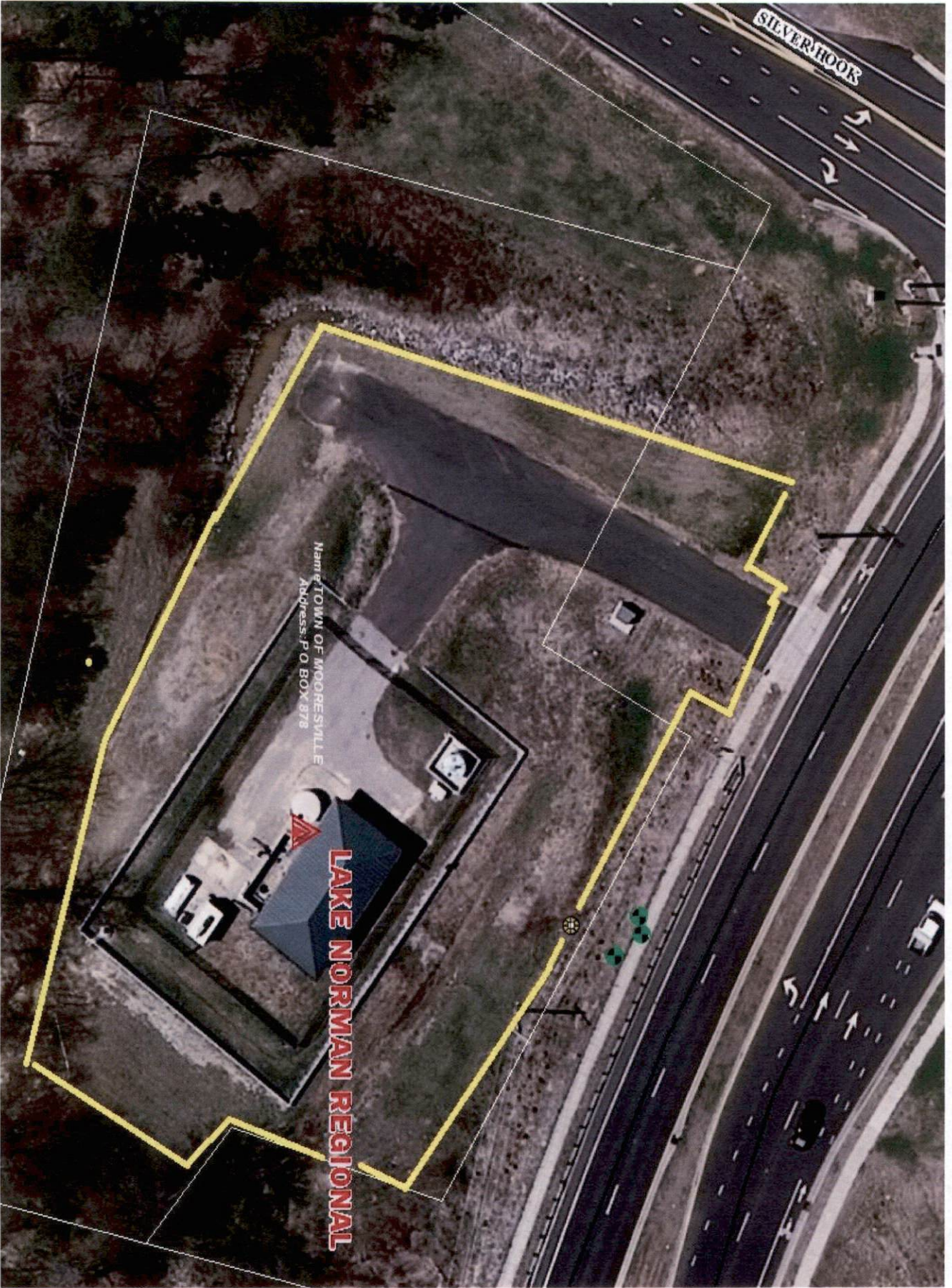


Name: BOB LAWRENCE J+ELLEN C
Address: 562 OAK TREE RD

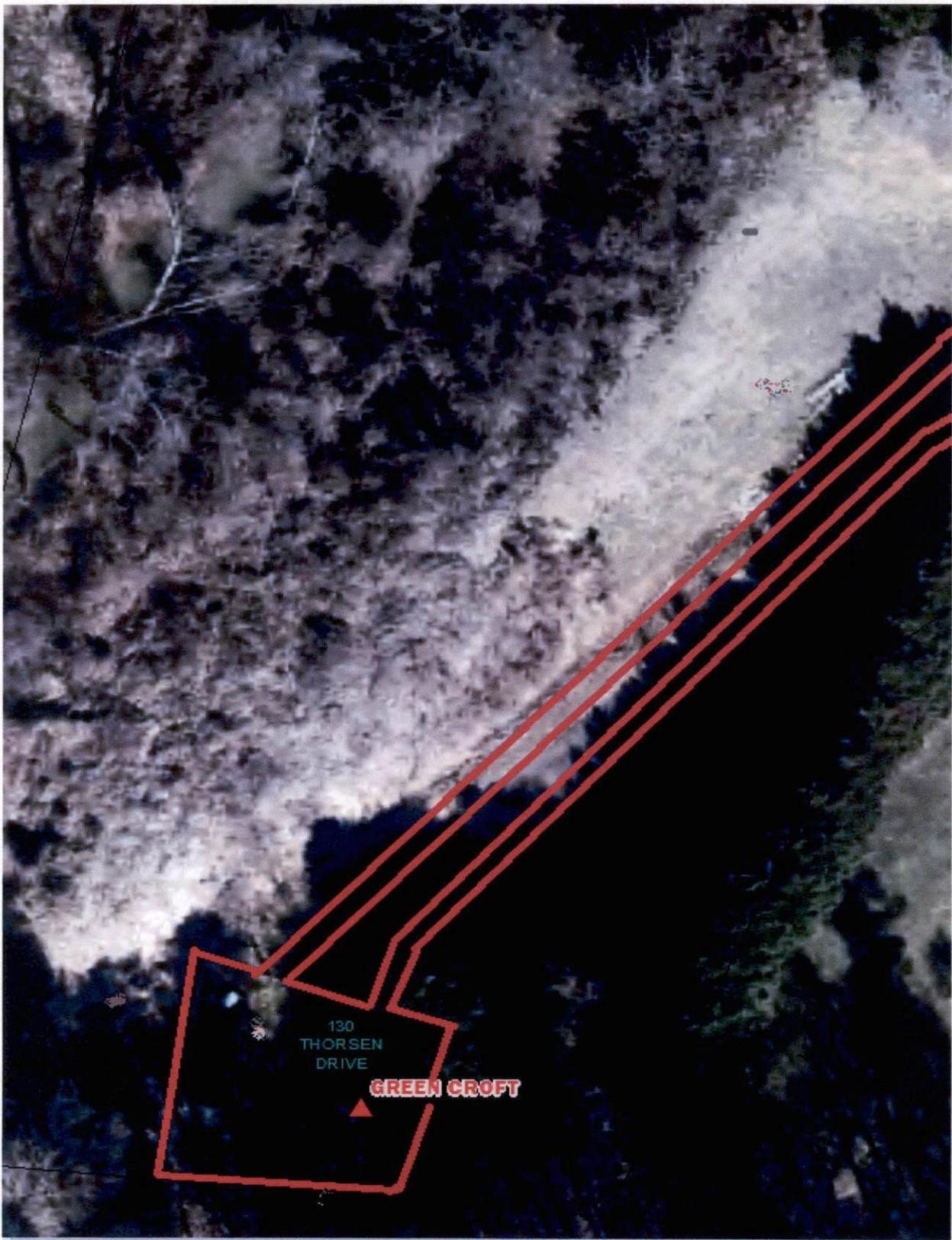
OAKTREE

Name: TOWN OF DANVILLE
Address: P O BOX 878

Name: MCCULLOUGH MICHAEL +DIO
Address: P O BOX 76

















North Carolina

Iredell County

This contract is made and entered into on the last date of its execution as indicated by the date of execution herein by and between the Town of Mooresville of Iredell County, North Carolina (hereinafter "Town"), and **Company Name** Of, **City**, **State** (hereinafter "Contractor"), collectively referred to herein as the "Parties".

Recitals

1. Town wishes to employ Contractor to perform various tasks associated with **brief description of work or services to be performed** and Contractor desires to perform such tasks.
2. The work involved may require work on both the inside and outside of the building, some of which will require **insert a more detailed description of what the contractor or service provider will be doing for the Town**. Contractor hereby acknowledges and assumes the risks of harm associated with such work and such acknowledgement is imputed to any persons working for Contractor or hired or subcontracted by Contractor.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Terms of Payment

- a. Contractor will be paid as follows: not to exceed **\$Amount** based on the services provided as further set out in Exhibit A attached hereto and incorporated herein by reference.

2. Contract Completion Date

- a. This contract is to be completed no later than **Month and date**, 20**XX** unless otherwise agreed to by the Parties to this agreement.

3. Insurance

Contractor agrees to maintain the following types and levels of insurance with an insurance company licensed and authorized to do business in North Carolina under the following terms and conditions. Contractor agrees that these terms and conditions are a condition precedent to entering into this contract and that such terms and conditions are a continuing requirement and shall survive the termination or expiration of this contract. Contractor shall maintain and keep current that level of insurance as required in this agreement with the Town of Mooresville named as an additional insured.

a. Workers Compensation Insurance

The Contractor shall maintain Workers Compensation and Employers Liability Insurance affording protection under the Workers Compensation Law of all States in which the work is to be performed or where the employee resides or must travel providing Employers Liability protection subject to a limit of not less than \$500,000.00.

i. A Certificate of Insurance shall be issued and delivered to the Town confirming the above coverage. The Certificate must include a clause obligating the Insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance.

b. Comprehensive General Liability Coverage

i. The Contractor shall maintain EITHER of the following:

1) Commercial General Liability coverage in amounts not less than \$1,000,000.00, each occurrence, with a general aggregate of \$2,000,000.00 for both bodily injury and property damage; or

2) Commercial General Liability coverage in amounts not less than \$1,000,000.00, along with umbrella liability coverage of at least \$1,000,000.00, for both bodily injury and property damage.

In either event, this coverage must include:

(a) Blanket contractual coverage to provide coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that such contractor is insured and it must be signed by an authorized representative of the insurance company.

(b) Contractor's protective coverage for its subcontractors.

(c) If excavation, collapse, or undermine perils are involved in the work to be performed, coverage for the hazards commonly referred to as the X, C & U exclusions, where excavation, collapse or undermine perils are necessary.

(ii) A Certificate of Insurance shall be issued and delivered to the Town confirming this coverage under a Comprehensive General Liability policy. EACH TYPE OF COVERAGE REQUIRED HEREIN MUST BE SPECIFICALLY REFERRED TO IN THE CERTIFICATE. This Certificate must also include a clause obligating the insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance.

(iii) The Certificate of Insurance must name the Town of Mooresville, its officers, officials, employees, and volunteers as additional insureds.

c. Comprehensive Automobile Liability Coverage

i. If the use of a vehicle or vehicles is involved in the work to be performed, the contractor shall maintain Comprehensive Automobile Liability coverage in amounts not less than \$1,000,000.00, single limit, each accident, for both bodily injury and property damage. This coverage must include:

ii. A Certificate of Insurance shall be issued and delivered to the Town confirming this coverage. EACH TYPE OF COVERAGE REQUIRED HEREIN MUST BE SPECIFICALLY REFERRED TO IN THE CERTIFICATE. The Certificate must include a clause obligating the insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance.

4. Indemnification

Contractor at all times will indemnify, release, protect, defend and hold Town harmless from and against any and all loss, liability, expenses, (including expenses to bring suit) claims, or demands arising from personal injury (including death at any time resulting therefrom) or property damage to any person, including Contractor or the Town occurring as a direct or indirect result of, or in any manner connected with the performance of this Contract, whether such injury or damage shall be caused by the negligence of Contractor, Contractor's employees, Contractor's subcontractors, or employees of any of the Contractor's subcontractors hereunder and Contractor shall at its expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.

5. Property Insurance

Town assumes no responsibility for, and no insurance coverage provided to Town by the Town's provider will apply to, any equipment or other property owned or retained by the Contractor or any subcontractors.

6. Required Approvals

All work to be done under the terms of this agreement is subject to inspection and approval by both the Town's Risk Management Department including, but not limited to, regulatory compliance, compliance with occupational and environmental standards, the Town's insurance carrier or any other officer, official, employee, or agent of the Town.

7. Employment Verification

- a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract for construction ("Contract"), and Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- b. If Contractor obtains actual knowledge that a Subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien on this Project, Contractor shall:
 - (i) Notify the Subcontractor and the Owner within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and

- (ii) Provide the Subcontractor with three days from receipt of the notice to terminate the employment or the contract with the illegal alien; and
 - (iii) Terminate the Subcontract with the Subcontractor if the Subcontractor fails to terminate the employment or the contract with the illegal alien within three days of receiving notice.
- c. Contractor shall not terminate the contract with the Subcontractor if during such three day period the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien, provided that the Subcontractor terminates the employment or the contract with the illegal alien.
- d. Contractor shall comply with any reasonable request by Owner to conduct on-site inspections and review documents to determine compliance with this section. Town may request and review documentation that proves the citizenship of any person performing work on this Contract or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of this contract. Failure or refusal of Contractor to cooperate with Town shall be deemed a material breach of this contract and Town may at its discretion terminate this Contract and hold Contractor liable for actual and consequential damages suffered as a result of the termination, including forfeiture of any bonds or deposits made to Town on behalf of or for the benefit of contractor.
- e. A violation by Contractor of this provision shall be deemed a material breach of the contract and Owner may terminate this contract and hold Contractor liable for actual and consequential damages suffered as a result of the termination, including but not limited to, forfeiture of any bonds or deposits made to Town on behalf of, or for the benefit of, Contractor.

8. Termination

- a. The Town may terminate this Agreement for any reason or no reason by giving written notice of termination at least thirty (30) days before the date of termination. The notice shall specify the date upon which such termination becomes effective and the Town shall pay the Contractor for Services rendered prior to the effective date of termination.
- b. In addition to the right of termination for convenience given to the Town as set out herein, such right being a separate right on behalf of the Town, either party by giving written notice may terminate this Agreement if the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party.
 - i. Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

9. Miscellaneous Provisions

- a. The Contract shall be governed by, and construed in accordance with, the Laws of the State of North Carolina. The Contractor shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services provided herein. The Contractor further agrees that it will at all times during the term of this Agreement be in compliance with all applicable Federal, State and/or local laws regarding employment practices. Such laws include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FSLA), the Americans with

Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

- b. Should the Contractor choose to subcontract, the Contractor shall remain fully responsible for performance of all obligations that it is required to perform under this Agreement.
- c. Any provision of this Contract that is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.
- d. In the event a dispute or controversy arises out of or relating to this Contract, such dispute or controversy (including contentions that a party is in default in performance of its obligations hereunder, but excluding questions as to the validity and binding effect of this Contract, which shall be conclusively presumed) shall be submitted to mediation following the rules governing court-ordered mediation in North Carolina.
- e. Section headings in the Contract are included herein for convenience of reference only and shall not constitute a part of this Contract for any other purpose.
- f. This Contract shall completely and fully supersede all prior undertakings or agreements, both written and oral, between Town and Contractor relating to work performed for the Town of Mooresville. The Contract institutes the entire agreement between the parties hereto.
- g. This Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

10. Workers' Compensation Certification [THIS SECTION MUST BE COMPLETED BY THE CONTRACTOR]

The North Carolina Workers' Compensation Act requires that all businesses which employ three or more employees (N.C. General Statute § 97-2), including those operating as corporations, sole proprietorships, limited liability companies and partnerships, obtain workers' compensation insurance or qualify as self-insured employers for purposes of paying workers' compensation benefits to their employees.

An employer is not relieved of its liability under the North Carolina's Workers' Compensation Act by calling its employees "independent contractors." Even if the employer refers to its workers as independent contractors and issues a Form 1099 for tax purposes, the Industrial Commission may still find that the workers were in fact employees, based upon its analysis of several factors, including but not limited to the degree of control exercised by the employer over the details of the work.

The Town of Mooresville requires all contractors working for the Town to provide evidence of Workers' Compensation insurance coverage unless excluded from coverage under North Carolina Law.

By my execution of this Contract, I certify, that Contractor (**Contractor must initial the block that applies**):

IS REQUIRED to carry Workers' Compensation insurance as required under North Carolina law.

IS NOT REQUIRED to carry Workers' Compensation insurance as required under North Carolina law.

I acknowledge that this certification is a continuing requirement and will remain in effect until such time that Town is notified of any changes.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in their corporate names by duly authorized officers in quadruple originals, one of which is retained by each of the parties, the day and year as indicated.

Town of Mooresville by:

_____ Date

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act. "

Finance Director

By signing below, the individual certifies that he or she has the authority to execute this document and if doing so without attestation, has the authority to do so without such attestation being affixed hereto.

Contractor by:

_____ Date

Title _____

[ATTACH EXHIBIT A HERE]