

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**PURCHASE ORDER # Click here to PO #  
STANDARD SERVICES AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between, Bland Landscaping Company, a North Carolina Corporation with its principal business offices located at 1200 Perry Rd. Apex NC, 27502 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

**WITNESSETH:**

The Town and the Contractor, for the consideration stated herein, agree as follows:

**1. SCOPE OF SERVICES.**

The Contractor agrees to perform for the Town the following services:

- Contractor shall furnish all supervision, quality control, labor, material, and equipment required to maintain and perform landscaping services at the locations designated in Exhibits 1 through 29 attached hereto and hereby incorporated into this Agreement. The landscaping services that will be provided are detailed in Section 2 of this Agreement as well as in the attached “Request for Information (RFI) #1,” dated, which is also hereby incorporated into this Agreement.

**2. SPECIFICATIONS.**

The following plans and specifications shall govern the above referenced services at all locations designated by this Agreement to be provided by the Contractor. Sections A through R below shall apply to all locations contemplated by this Agreement and are collectively referred to as “General Maintenance” in this Agreement.

- A. Mowing:** All grassed areas & road shoulders subject to this Agreement will be mowed and kept during the contract period such as to maintain a neat and uniformly finished appearance. Mowing during the growing period for all sites shall be conducted at least twice per month. For the purposes of this Agreement, the “growing period” is defined as March 1<sup>st</sup> through November 15th. Notwithstanding the prior sentence, additional mowing at high profile and high visibility areas including Apex Cemetery, Town Hall Campus, Apex Police Station, Downtown Area and Apex Peakway shall be performed within 3 days of the start of major events regardless of how recently the last mowing occurred. These events include Peak Week (~ May), Peak Pig Festival (~June), July 4<sup>th</sup> Festival (~July), Music Festival (~September), Veterans Day (~November) and Christmas Parade (~December). It is the responsibility of the Contractor to determine the specific dates for each of these festivals listed above and perform in accordance with this Section. Weekend or after hours cutting and/or edging requirements will apply to certain locations; these areas are known as (1) Town Campus; Town Hall, Senior Center & Community Center which is a part of Exhibit 15 (2) Public Works Operations & EMS/Fire Admin which is a part of Exhibit 16(a&b) are only to be cut on weekends or after 5pm on weekdays to minimize liability and damages on employee personal vehicles. All other maintenance work can be done during normal operation hours on weekdays given proper notice of scheduled maintenance work. (3) Cemetery (Exhibit b) is to be cut on Thursdays.

**B. Pruning:**

- Except as indicated in Item “F” below, *Maintenance of Trees and Shrubs*, Crape Myrtles shall be left to grow in their natural form and shall not be aggressively pruned by topping, heading back or “hat racking”.
- Remove suckers and waterspouts from all trees, including crape myrtles and magnolias.
- No topping is to be done on any trees. If requested, trees shall be lightly pruned to elevate canopies for clearance along walkways, parking areas, drives and similar areas.
- See also Item “F” below, *Maintenance of Trees and Shrubs*.

**C. Trimming:** All fixed and immovable objects (with particular attention given to cemetery headstones and monuments) and sidewalks shall be trimmed around and/or edged each time the grass is mowed or as otherwise specified.

**D. Blowing and Policing:** The grounds will be policed (i.e., trash picked up) at each cutting during the Agreement term and litter will be deposited in Town-furnished containers. All sidewalks, benches and concrete pads shall be blown off at the time of each cutting to remove clippings and grass debris. Attention shall also be given to items such as broken glass which shall also be removed by the Contractor.

**E. Removal of Debris:** All tree and plant debris less than 2 inches in diameter shall be removed from the site by the Contractor during the term of this Agreement. Debris greater than 2 inches in diameter shall be moved to the roadside by the Contractor in a condition consistent with Town requirements for debris pickup. The contractor is responsible for scheduling such pick up with the Town.

**F. Maintenance of Trees and Shrubs:** All landscape shrubs and trees shall be inspected annually and properly pruned to remove dead, diseased, or damaged growth, sprouts from the roots or low on the stem, branches offering competition to the main “leader,” and branches that are in contact with or crossing one another. Pruning shall also be done sparingly to promote proper uniform shape. However, no topping shall be performed. All trees and shrubs shall be fertilized to promote growth and a neat appearance throughout the term of this Agreement. Pruning shall be completed in November of each year.

**G. Insects and Disease:** All landscape shrubs and trees shall be inspected throughout the term of this Agreement for signs of disease and insect pests. Upon detection, the Contractor shall notify the Public Works & Transportation Director.

**H. Fire Ant Control:** The initial process regarding fire ant control at all sites will include the following: 1) initial location of all mounds located on the site(s), 2) treatment, and documentation of all chemical treatment(s), to remove any fire ant mound or infestation, and 3) monthly visits / follow-up of each site(s) to confirm eradication of fire ants or perform further control if fire ants remain. Any additional mounds located by the Town shall be communicated to the Contractor and shall be addressed at the next visit to the site in accordance with this Agreement.

**I. Weed Control:** All annual/perennial beds and mulched areas shall be weeded by hand throughout the term of the Agreement to maintain a neat and uniform appearance. Other areas may be controlled with chemical herbicides provided that the herbicide is a selective type listed for use among the specific plants planted within the treated areas. Weeding of these aforementioned areas shall be

performed along with the regular mowing schedule to maintain a neat appearance. During the non-growing season, all facilities shall be inspected at least monthly for weeds and controlled as needed. Grassed areas at facilities so designated by the Agreement for such treatment shall be treated with a pre- and post-emergent herbicide to control and/or eliminate all non-grass weeds.

- J. Mulching:** The Contractor shall provide the materials and labor to replenish mulching materials consistent with those now existing in and around plants, trees and shrub beds at all areas covered by this Agreement. Delivery of mulch shall be coordinated so that it is not dumped on natural or turf areas. Mulch should be maintained to a depth of approximately 2-4 inches. Replacement mulch may be added to existing materials so long as the total mulch layer does not exceed approximately 4 inches. Where there are drainage problems or wetter soil conditions, a thinner layer of mulch shall be used. Mulch shall be pulled away from the base of trees and shrubs to expose the stem and root-flare and not contribute to plant damage. Mulch shall be placed so that smaller plants, perennials, and groundcovers are not completely covered by mulch.

This replenishment shall be accomplished twice per year, once in February and once in October while this Agreement is in effect. Mulching shall be done in a manner consistent with the standards found in the Town's *Design and Development Manual*.

Acceptable Mulch Types and Descriptions:

- **Hardwood Mulch** – Triple shredded hardwood mulch.
- **Long-Leaf Pine Straw Mulch** – Clean and free of twigs, branches, pine cones, and inert material. Use should be limited to areas planted with acid-loving plants.

- K. Plantings:** The Contractor shall install flowering and/or other colorful seasonal plantings in the two large existing flower beds located each side of the Hunter Street entrance to the Apex Town Hall, in front of the signs designating the Apex Town Hall, within the foundation plantings adjacent to the front and back entrance canopy/porch area of the Apex Town Hall, within the butterfly garden at the Apex Community Center, and within existing containers and seasonal plant beds located at the Apex Union Depot, as shown in Exhibit 14 & 15. Contractor shall maintain plantings on a weekly schedule which includes watering, weeding, and deadheading to keep plants attractive and blooming during their growing season.

- L. Fertilization and Over seeding:** The Contractor will fertilize, lime and over seed all Town facilities included in the scope of this Agreement except pump stations, power substations, and roadway ROW's. Treatment will be done in a manner that will maintain and promote continued growth and a good quality of turf, except as specifically stated herein. Where fertilization is done by a sub-contractor, documentation will be submitted to the Town detailing the day, time, and type of fertilizer used. For purposes of fertilization of trees and shrubs, the fertilizer used shall be a formula adequate to promote growth, either pelletized or liquid. All areas shall receive either 18-24-12 or 10-20-20, depending on the season. Fertilization of all lawns of inhabited facilities all be performed three times per year during the term of this Agreement (September, November, & March). Application rate for fertilization shall be 250 lbs. per acre distributed to promote even and uniform growth. Lime will be applied at rates specified by soil tests conducted in April and July. Fertilization of non-inhabited facilities, such as pump stations, power substations, or similar, and roadway ROW's shall not need to be fertilized.

### **COOL SEASON FESCUE TURF GRASS PROGRAM**

The treatment schedule to be performed on cool season fescue turf is outlined below. Chemicals listed below are generally name brands. Equivalent chemicals may be approved in writing by the Public Works and Transportation Director.

<b>Time</b>	<b>Description</b>	<b>Product</b>
Late February / Early March	Pre-emergent	19-3-6 Fertilizer w/ Team Pro 20% PCSCU
Mid-April	Pre-emergent	4-4-25 Fertilizer w/ Team Pro 40% PCSCU
Spring	Spot Spray as needed for weed control	Trimec Classic, Trimec Plus or Trimec 992
Summer	Brown Patch	Cleary's 3336
Mid-Summer	Summer Green-Up	Low Nitro Fertilizer 5-10-31 20% w/ 10%
Sept-October	Aerate and Seed	18-24-12 Fertilizer w/ 48% SCU Starter
Fall	Spot Spray as needed for weed control	Trimec Classic, Trimec Plus Trimec 992
Nov-Dec	Winterize	24-5-11 Fertilizer w/ 50% SCU

**The Contractor shall abide by all rules and regulations governing the application of fertilizers as outlined in the State of North Carolina's Jordan Lake Nutrient Management Strategy (Jordan Rules) as well as all federal, state, and local laws and regulations and must have and provide copies of current certifications to the Town.**

Fescue over seeding shall occur in early September at a rate of 7 lbs. per 1,000 square feet in areas where complete renovation is needed and at a rate of 5 lbs. per 1,000 square feet in lightly worn areas, as determined by the Public Works and Transportation Director. Areas shall be aerated a minimum of once annually as dictated by the above schedule with consideration of pre-emergent and post emergent applications.

- M. Central Business District:** The Central Business District ("CBD" or Exhibit 14) is defined as along Salem Street from Salem Heritage Plaza and the Apex Car & Truck Sales lot on the North end to Apex Family Medicine and Yadkin Bank on the South end and includes the area immediately around the Caboose adjoining the Depot property. Services outlined in this Agreement in the CBD shall be provided two times per month (leaving at least two weeks between services) throughout the year including litter pickup outside of the growing season. Maintenance of the hanging baskets, including watering, is the responsibility of the contractor.
- N. Leaf Clean-Up and Collection:** Once annually, after leaves have substantially fallen but not before November 1<sup>st</sup> and no later than December 1st, the Contractor will collect leaves at all locations included in the scope of this Agreement. The Contractor shall place the collected leaves along the curb in an easily accessible place for removal by the Town, consistent with the Town's regulations. Notwithstanding the prior sentence, leaf collection at the Apex Town Hall Campus will be completed as needed and be considered "routine maintenance" to promote a well-maintained and groomed appearance at all times. No other facility other than Town Hall shall require routine maintenance in regards to leaf collection.

- O. Watering of Trees and Shrubs:** If requested by the Town, the Contractor will provide labor and materials to water the trees & shrubs located at the Town Hall Campus at a rate not to exceed \$50.00 per hour. This work shall be in addition to and invoiced separately from this Agreement. Water shall be provided by the Town either through external spigots located on the campus or through bulk water fill up of the Contractor's water truck / tank.
- P. Per Tree / Shrub Planting:**
- i. Per gallon (shrub) installed: \$12.50
  - ii. Per foot (tree) installed: \$15.00
- Q. Additional Services / Deletion of Services/ Reduction of Contract Prices:** The Contractor shall consult with, and bring to the Town's attention, situations that may require grounds maintenance services not authorized by this Agreement. The Contractor shall not be compensated for any services not specifically authorized herein or authorized in writing by the Public Works & Transportation Director. **In the Town's sole discretion, payment of invoices may be reduced for any services invoiced but not provided. In the event invoices are paid but it is discovered that services were not performed, in the Town's sole discretion, Town may reduce future invoices by the amount incorrectly invoiced. In the event no further amount is invoiced or this Agreement is terminated Contractor shall reimburse Town for those payments. Failure to enforce this Section shall not be deemed a waiver by the Town and no waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.**
- R. Natural Areas:** Natural Areas are to be defined as those areas not intended to be maintained such as those within forested areas. Any disagreement in what constitutes a natural area is subject to final determination by the Public Works & Transportation Director. Areas within the locations shown on the attached Exhibits shall be maintained by keeping the areas clean of noxious weeds such as poison oak/ivy and briars. New woody growth and underbrush less than one inch in caliper shall be removed during the growing season in a manner so as to keep the area open but retain a natural look. These areas shall be mulched with hardwood mulch for those areas containing mostly hardwood trees, or pine straw for areas containing mostly pines. The decision as to which mulch will be used shall be made by the Public Works and Transportation Director. Delivery of the mulch must be coordinated with the Town so that the mulch is dumped in an adjacent parking lot prior to placement in the natural area. Mulch will be placed in the area by hand. Trucks and heavy equipment shall not be used in these areas. The areas to be mulched extends 15' from dripline towards the natural area (i.e. the entire natural area is not required to be mulched under this contract, just the outer 15' starting at the exterior drip line). If there is a strong natural coverage by pine, then mulch would not be needed, but volunteer groundcover should be removed along with poisonous plants as described above.

### **SITE SPECIFIC INSTRUCTIONS FOR ALL AREAS**

The Contractor agrees to provide landscape maintenance services for the sites listed below and to provide all labor, materials, equipment, apparatus, etc., that are required for the performance of these services and for the specific compensation as listed below. Items listed under each site below are to be completed in addition to Specifications A-R above and other services specifically referenced herein. Aerial photos for

each area are shown in Exhibits 1-29, attached to this Agreement. All landscaped areas within the areas shown on the Exhibits shall be serviced. Natural areas shall not be addressed cut/trimmed unless requested.

**a. All roadways shown in the Exhibits require the following services:**

1. Mowing
  - 20' on either side of the paved road
  - Center Islands
  - Around landscaped trees
  - Around and under all guard rails
2. Edging
  - Both sides of sidewalks
  - Curbs along roadside
  - Curbs around center island
3. Blowing
  - All roadway edges
  - Sidewalks
  - Curbs
4. Plants and Beds
  - General Maintenance of individual trees and shrubs and beds planted along rights-of-way.
  - In addition to General Maintenance, mow and trim around landscaped beds within the medians twice per month (no less than two weeks apart) from May to September, and once during April and October (mow from the beds to the road/curb edge). Also weed beds during these times.

**b. Apex Barbecue Rd (Exhibits 1a-b)**

- General Maintenance Gen. Maint cost per service: \$ 684.94
  - Trash and litter shall be removed from the site twice per month, no less than two weeks apart, outside of the growing season. Trash/Litter cost per service: \$ 210.00
- Annual Cost: \$ 14,484.00

**c. Apex Peakway (Exhibits 2-8)**

- General Maintenance Gen. Maint cost per service: \$ 1236.73
  - Trash and litter shall be removed from the site twice per month, no less than two weeks apart, outside of the growing season. Trash/Litter cost per service: \$ 394.00
- Annual Cost: \$ 26,256.00

**d. NC 55 & US 1 Interchange (Exhibit 9)**

- General Maintenance Gen. Maint cost per service: \$ 432.15
  - Trash and litter shall be removed from the site twice per month, no less than two weeks apart, outside of the growing season. Trash/Litter cost per service: \$ 183.00
- Annual Cost: \$ 9,492.00

e. **NC55 & US64 Interchange (Exhibit 10)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, outside of the growing season.

Gen. Maint cost per service: \$ 431.15  
 Trash/Litter cost per service: \$ 184.00

Annual Cost: \$ 9,480.00

f. **US 1 & 1010 Lufkin Interchange (Exhibit 11)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, outside of the growing season.

Gen. Maint cost per service: \$ 308.94  
 Trash/Litter cost per service: \$ 118.00

Annual Cost: \$ 6,696.00

g. **Beaver Creek Commons (Exhibit 12)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, outside of the growing season.

Gen. Maint cost per service: \$ 247.36  
 Trash/Litter cost per service: \$ 100.00

Annual Cost: \$ 5,100.00

h. **Olive Chapel Southern Sidewalk (Exhibit 13)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, outside of the growing season.

Gen. Maint cost per service: \$ 157.89  
 Trash/Litter cost per service: \$ 66.00

Annual Cost: \$ 3,264.00

i. **Downtown Area and Caboose (Exhibit 14)**

- General Maintenance
- Mow, trim and remove weeds from sidewalks.
- Trash and litter shall be removed from the parking lot along Seaboard Street and east of Saunders Street twice per month, no less than two weeks apart, outside of the growing season.

Gen. Maint cost per service: \$ 928.43  
 Sidewalk cost per service: \$ 53.51  
 Trash/Litter cost per service: \$ 64.00

Annual Cost: \$ 34,800.00

j. **Town Campus, 320 N. Mason St. & Stroll way (Exhibit 15)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, outside of the growing season.
- Landscaped areas adjacent to the railroad are a part of this Agreement and services to these areas includes mulching.
- The natural area along the south side of the access drive to the Tunstall House shall be treated in accordance with subsection R of this Section but in addition, the drive shall be kept clear of overhanging branches and underbrush.

Gen. Maint cost per service: \$ 977.89  
 Trash/Litter cost per service: \$ 64.00

Landscaped cost per service: \$ 30.62

Natural Area cost per service: \$ 20.75

The area should be kept clear from the drive to the established ditch line.

- Exterior trees and shrubs shall be watered during the growing season as part of the General Maintenance.
- **Interior Plants** – plants within the Community Center, Town Hall, Senior Center and Halle Cultural Arts Center will receive routine maintenance weekly including watering, cleaning, and fertilization to help with the plant growth. Personal plants (those that are owned by Town staff) are not the responsibility of the Contractor. In the event the Contractor is unsure of the maintenance required for a particular plant the Contractor will contact the Public Works, Facilities & Grounds Manager for clarification. All plants will receive fresh moss yearly during the month of March. Any plants that die or are no longer growing as intended will be replaced at no cost. Replacement plants will be the same species and similar size or an approved alternative by the Town.

Watering cost per service: \$ 25.51

Interior plants cost per service: \$ 146.81

Annual Cost: \$ 46,992.00

**k. PW Operations, Cemetery, and Fire Admin (Exhibit 16 a-b)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, outside of the growing season.
- Sod of a similar type as surrounding areas shall be placed in the cemetery on a quarterly basis for all disturbed areas or bare areas. 24 plots/graves shall be sodded per year (and incidental areas due to bare spots). Unless otherwise instructed, the same plots shall not be sodded in consecutive years. Note, that a plot is generally 5’x10’ but could vary due to individual internments. The parties may agree in writing to the sodding of additional plots at a separate cost.

Gen. Maint cost per service: \$ 1,207.45

Sidewalk cost per service: \$ 309.00

Sod itemized cost not needed

Annual Cost: \$ 45,912.00

**l. Fire Station 2 (Exhibit 17)**



- General Maintenance Gen. Maint cost per service: \$ 187.45
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, outside of the growing season. Sidewalk cost per service: \$ 39.00

Annual Cost: \$ 7,092.00

m. **Fire Station 3 (Exhibit 18)**

- General Maintenance Gen. Maint cost per service: \$ 287.45
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, outside of the growing season. Sidewalk cost per service: \$ 68.00

Annual Cost: \$ 10,908.00

n. **Fire Station 4 (Exhibit 19)**

- General Maintenance Gen. Maint cost per service: \$ 170.00
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, outside of the growing season. Sidewalk cost per service: \$ 35.50

Annual Cost: \$ 6,432.00

o. **Fire Station 5 (Exhibit 20)**

- General Maintenance Gen. Maint cost per service: \$ 321.94
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, outside of the growing season. Sidewalk cost per service: \$ 97.00

Annual Cost: \$ 12,300

p. **East Williams Substation (Exhibit 21)**

- General Maintenance Gen. Maint cost per service: \$ 158.94
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, outside of the growing season. Sidewalk cost per service: \$ 43.00

Annual Cost: \$ 3,192.00

q. **Laura Duncan Substation (Exhibit 22)**

- General Maintenance Gen. Maint cost per service: \$ 112.63
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, outside of the growing season. Sidewalk cost per service: \$ 38.00

Annual Cost: \$ 2,292.00

r. **Elm St & East Moore RR closing (Exhibit 23)**

- General Maintenance
  - Trash and litter shall be removed from the site twice per month, no less than two weeks apart, outside of the growing season.
- Gen. Maint cost per service: \$ 54.21  
Sidewalk cost per service: \$ 26.00
- Annual Cost: \$ 1,212.00
- s. **Waste Water Treatment Plant (Exhibit 24)**
- General Maintenance
  - Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal.
- Gen. Maint cost per service: \$ 248.32  
Sidewalk cost per service: \$ 160.00
- Annual Cost: \$ 9,828.00
- t. **2850 Milano Ave. Electrical Facility & Substation (Exhibit 25)**
- General Maintenance
  - Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal.
  - Exterior trees and shrubs shall be watered during the growing season as part of the General Maintenance.
- Gen. Maint cost per service: \$ 743.13  
Sidewalk cost per service: \$ 120.00  
Watering cost per service: \$ 30.37
- Annual Cost: \$ 29,100
- u. **Highway 64 (Exhibit 26a-g)**
- General Maintenance
  - Trash and litter shall be removed from the site twice per month, no less than two weeks apart, outside of the growing season.
- Gen. Maint cost per service: \$ 2,343.05  
Sidewalk cost per service: \$ 1,130.00
- Annual Cost: \$ 52,428.00
- v. **Highway 55/Salem to Old Smithfield Rd. (Exhibit 27a-c)**
- General Maintenance
  - Trash and litter shall be removed from the site twice per month, no less than two weeks apart, outside of the growing season.
- Gen. Maint cost per service: \$ 836.21  
Sidewalk cost per service: \$ 408.00
- Annual Cost: \$ 18,744.00
- w. **Wake Med/Zeno Rd. (Exhibit 28)**
- General Maintenance
  - Trash and litter shall be removed from the site twice per month, no less than two weeks apart, outside of the growing season.
- Gen. Maint cost per service: \$ 836.21  
Sidewalk cost per service: \$ 10.00
- Annual Cost: \$ 984.00
- x. **Old Raleigh Rd. (Exhibit 29 a & b)**
- General Maintenance
- Gen. Maint cost per service: \$ 198.94

- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, outside of the growing season.

Sidewalk cost per service: \$ 84.00

Annual Cost: \$ 4,368.00

**Total Annual Cost for ALL Exhibits (Adding only the total annual cost) Total Annual Cost: \$ 361,356.00**

*In the event of a conflict between the above "Cost per service" items times the number of services in the scope versus the "Annual Cost" provided, the "Annual Cost" above governs.*

### **3. TIME OF COMMENCEMENT AND COMPLETION.**

The term of this agreement shall be a minimum of two years and begin on July 1, 2021 and shall run through and including June 30, 2023. The Town reserves the right to extend this Agreement for two separate one-year extensions (Extension One (1) – July 1, 2023 through and including June 30, 2024 & Extension Two (2) – July 1, 2024 through and including June 30, 2025) at an increased rate of 3% per Exhibit location cost as shown in subsections (a)-(x) above, each year. Any additional areas that area added to the scope of this Agreement shall be added by written amendment agreed to by the Parties. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor. The Public Works & Transportation Director, Assistant Town Manager, or Town Manager are the only authorized entities to agree to any modification of the contract specifications.

### **4. CONSIDERATION AND PAYMENT OF SERVICES.**

In consideration of the above services, the Town will pay the Contractor not to exceed the total sum of **\$441,356** (additional money over bid price may be used for on-call services as quoted per job if required). The total sum is broken down per location as indicated in the Site Specific Instructions above. On the first of each month Contractor shall invoice the Town the amount applicable to the services performed the prior month. Invoices shall include specific information outlining exactly what services were performed the prior month and the amount being billed for each. Town shall pay invoices within 30 days from receipt of invoice. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

### **5. INDEMNIFICATION.**

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

### **6. APPLICABILITY OF LAWS AND REGULATIONS.**

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. This Agreement shall be governed by the laws of the State of North Carolina.

**7. E-VERIFY COMPLIANCE.**

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

**8. QUALITY AND WORKMANSHIP.**

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

**9. INSURANCE.**

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

**10. PRE-PROJECT SAFETY REVIEW MEETING.**

INTENTIONALLY DELETED.

**11. DEFAULT.**

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Contractor upon seven (7) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

**12. TERMINATION FOR CONVENIENCE.**

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed.

**13. NOTICE.**

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

**TO CONTRACTOR:**

Joe Ritchie, General Manager  
1200 Perry Rd.  
Apex NC, 27502  
JRitchie@BlandLandscaping.com

**TO TOWN: Town of Apex**

Attention: Patrick M. Lechner  
PO Box 250  
Apex, NC 27502  
Patrick.lechner@apexnc.org

**14. DELAY BEYOND THE CONTROL OF THE PARTIES.**

Neither Contractor nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience. For such instances where Forces beyond the control of the parties results in non-completion of services, invoices will be pro-rated for the services not provided.

**15. NONWAIVER FOR BREACH.**

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

**16. CONSTRUCTION.**

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

**17. NO REPRESENTATIONS.**

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

**18. SEVERABILITY.**

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

**19. COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

**20. MODIFICATION.**

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

**21. BINDING EFFECT.**

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

**22. ASSIGNMENT.**

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

**23. INDEPENDENT CONTRACTOR.**

Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

**24. NON-APPROPRIATION.**

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

**25. IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.60**

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

**26. MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Contractor shall adhere to the attached provision establishing minimum requirements for minority and female employment.

**STANDARD SPECIAL PROVISION  
MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE NUMBER 11246)**

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION  
Economic Areas**

**Area 023 29.7%**

Bertie County  
Camden County  
Chowan County  
Gates County  
Hertford County  
Pasquotank County  
Perquimans County

**Area 024 31.7%**

Beaufort County  
Carteret County  
Craven County  
Dare County  
Edgecombe County

**Area 026 33.5%**

Bladen County  
Hoke County  
Richmond County  
Robeson County  
Sampson County  
Scotland County

**Area 027 24.7%**

Chatham County  
Franklin County  
Granville County  
Harnett County  
Johnston County  
Lee County

**Area 029 15.7%**

Alexander County  
Anson County  
Burke County  
Cabarrus County  
Caldwell County  
Catawba County  
Cleveland County  
Iredell County  
Lincoln County  
Polk County  
Rowan County  
Rutherford County  
Stanly County

Green County  
Halifax County  
Hyde County  
Jones County  
Lenoir County  
Martin County  
Nash County  
Northampton County  
Pamlico County  
Pitt County  
Tyrrell County  
Washington County  
Wayne County  
Wilson County  
Wilkes County

**Area 025 23.5%**  
Columbus County  
Duplin County  
Onslow County  
Pender County

Person County  
Vance County  
Warren County  
  
**Area 028 15.5%**  
Alleghany County  
Ashe County  
Caswell County  
Davie County  
Montgomery County  
Moore County  
Rockingham County  
Surry County  
Watauga County

**Area 0480 8.5%**  
Buncombe County  
Madison County  
  
**Area 030 6.3%**  
Avery County  
Cherokee County  
Clay County  
Graham County  
Haywood County  
Henderson County  
Jackson County  
McDowell County  
Macon County  
Mitchell County  
Swain County  
Transylvania County  
Yancey County

**SMSA Areas**

**Area 5720 26.6%**  
Currituck County  
  
**Area 9200 20.7%**  
Brunswick County  
New Hanover County  
  
**Area 2560 24.2%**  
Cumberland County

**Area 6640 22.8%**  
Durham County  
Orange County  
Wake County  
  
**Area 1300 16.2%**  
Alamance County  
  
**Area 1520 18.3%**  
Gaston County  
Mecklenburg County  
Union County

**Area 3120 16.4%**  
Davidson County  
Forsyth County  
Guilford County  
Randolph County  
Stokes County  
Yadkin County

**Goals for Female  
Participation in Each Trade  
(Statewide) 6.9%**

[The Remainder of this Page Intentionally Left Blank; Signatures Follow]



In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals  
this 10th day of June, 2021.

**Contractor**

Name: Joseph Ritchie

Name of Contractor (type or print)

By: DocuSigned by:  
Joseph Ritchie  
(Signature)

Title: Vice President

Attest:  
  
\_\_\_\_\_  
(Secretary, if a corporation)

**Town of Apex**

\_\_\_\_\_  
Town Manager

Attest:  
  
\_\_\_\_\_  
Town Clerk

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

\_\_\_\_\_  
Finance Director