

DURHAM



1869
CITY OF MEDICINE

**Project Manual for
VEGETATION MANAGEMENT
FOR
STREAM RESTORATIONS**

**Including:
Bidding Documents, Project Scope, and
Example Agreement**

CONTRACT VMSR-16

January 26, 2016

**City of Durham
Department of Public Works
Stormwater and GIS Services Division
101 City Hall Plaza, Durham, North Carolina 27701**

Contents

INVITATION TO BID 1
INSTRUCTIONS TO BIDDERS..... 1
EVALUATION OF BIDS AND AWARD OF CONTRACT 4
PROJECT SCOPE OF SERVICES 5
1. Project Overview..... 5
2. Project Areas 5
3. Target Species 6
4. Performance Level and Treatment Seasons 6
5. Inspections..... 7
6. Reporting Requirement 7
7. Methods..... 7
8. Schedule Coordination 8
9. Licenses, Permits, and Certifications 9
10. Environmental Safety..... 9
11. Quality Assurance / Quality Control Plan..... 10
12. Signage..... 10
BID PROPOSAL FORM – PART 2..... 13
BID PROPOSAL FORM – PART 3..... 14
BID PROPOSAL FORM – PART 4..... 15
GENERAL CONDITIONS 17

LIST OF TABLES

Table 1 – List of Target Species

LIST OF FIGURES

Figure 1 – Forest Hills Park - Project Area

Figure 2 – Long Meadow Park - Project Area

Figure 3 – Indian Trail Park - Project Area

Figure 4a – Hillandale Golf Course - Project Area - WEST

Figure 4b – Hillandale Golf Course - Project Area – EAST

Figure 5 – Westover Park & Guess Road Tract - Project Area

Figure 6 – Northgate Park – Project Area

LIST OF APPENDICES

Appendix A Small Disadvantaged Business Enterprises (SDBE) Procurement Forms

Appendix B Example Agreement

Appendix C Planting Specifications

PROJECT: VEGETATION MANAGEMENT
FOR STREAM RESTORATIONS
CONTRACT: VMSR-16
DATE: January 26, 2016

STORMWATER & GIS SERVICES DIVISION
DEPARTMENT OF PUBLIC WORKS
CITY OF DURHAM, NORTH CAROLINA

INVITATION TO BID

Contract: VMSR-16

Project: VEGETATION MANAGEMENT FOR STREAM RESTORATIONS

City Project Manager:
Lance P. Fontaine, Ph.D.
Water Quality Analyst
City of Durham
Department of Public Works
Stormwater & GIS Services Division
101 City Hall Plaza
Durham NC, 27701
Fax number: (919) 560-4316
Phone number: (919) 560-4326
Email: Lance.Fontaine@DurhamNC.gov

Date: January 26, 2016

The City of Durham will open sealed formal bids submitted by bidders at 2:00 p.m., March 1, 2016, for Contract VMSR-16, Project: Vegetation Management for Stream Restorations in the Durham City Hall Conference Room 3B located at 101 City Hall Plaza, Durham, North Carolina. The City of Durham ('City') is soliciting bids to include all labor, materials, equipment, and performance of work necessary for the removal and/or chemical treatment of specific invasive and nuisance vegetation within conservation easements of stream restoration projects inside the City limits for three (3) consecutive years.

Beginning January 26, 2016, the Project Manual including Bidding Documents, Contract Documents, Project Scope, and Small Disadvantaged Business Enterprises (SDBE) Procurement forms may be viewed and downloaded, free of charge, from the City of Durham, Bids and Contracts webpage:
<http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>

Bidders are **encouraged** to attend the pre-Bid conference at 2:00 p.m., February 9, 2016 in the Durham City Hall Conference Room 3B located at 101 City Hall Plaza, Durham, North Carolina.

Bids shall be submitted under a condition of irrevocability, except as required by law, for a period of ninety (90) days after Bid opening.

The City of Durham reserves the right to accept or reject any or all Bids. All Bids must include a non-collusion affidavit.

INSTRUCTIONS TO BIDDERS

1. Bids in sealed envelopes shall be submitted to the City of Durham Project Manager:

Lance Fontaine, Ph.D.
Water Quality Analyst
City of Durham
Department of Public Works
Stormwater and GIS Services Division

101 City Hall Plaza, Suite 3100
Durham, North Carolina 27701

Phone: (919) 560-4326

Fax: (919) 560-4316

Lance.Fontaine@DurhamNC.Gov

2. Bidders are **encouraged** to attend the pre-Bid conference at 2:00 p.m., February 9, 2016 in the Durham City Hall Conference Room 3B located at 101 City Hall Plaza, Durham, North Carolina.
3. The City of Durham reserves the right to accept or reject any or all Bids.
4. Bids shall be submitted under a condition of irrevocability, except as required by law, for a period of ninety (90) days after Bid opening. No Bidder may withdraw a Bid after Bid opening and prior to the conclusion to the period of time stated in the Bid form except to the extent, if any, that may be required by law. Bidders may withdraw their Bid by written request at any time before Bid opening. All Bids will remain subject to acceptance for the period of time stated in the Bid form, but the City of Durham may, in its sole discretion, release any Bid prior to the end of this period.
5. Use only the Bid Proposal Forms provided herein. Complete sets of Bidding Documents including Bid Proposal Forms shall be used in preparing Bids. The Bidder shall notify the Project Manager if they have received incomplete Bidding Documents. Neither the City of Durham nor the Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. It is the responsibility of each Bidder before submitting a Bid to determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions of the contract. Oral statements may not be relied upon and shall not be binding or legally effective.
6. The General Statutes of the State of North Carolina, the Charter of the City of Durham, and City Ordinances, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
7. The Equal Employment Opportunity Statement which appears herein is a condition of the contract. The contract must be signed by the successful bidder and the City; and the successful bidder must comply with the equal employment opportunity condition.
8. All Bidders are required to complete the Small Disadvantaged Business Enterprise Program (SDBE) forms supplied in this Project Manual in Appendix A and submit the completed forms with their Bid. Questions concerning SDBE requirements (when applicable) should be directed to the City's Equal Opportunity/Equity Assurance Department, telephone (919) 560-4180.
9. The City of Durham encourages participation from Minority (MBE), Women (WBE), and Disadvantaged (DBE) business suppliers.
10. Bidder questions pertaining to the SDBE procurement requirements will be addressed at the pre-Bid conference.
11. All Bidders must sign the non-collusion statement in the Bid Proposal Form.

12. Notice Under the Americans with Disabilities Act (ADA): The City of Durham will not discriminate against qualified individuals on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact the office of Stacey Poston, ADA coordinator, Voice: (919) 560-4197, ext. 21254, TTY: (919) 560-1200; ADA@durhamnc.gov, as soon as possible but no later than 48 hours before the scheduled event.
13. E-Verify Requirements. (a) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.
14. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the City of Durham or Project Manager. The Bid Proposal Form shall contain an acknowledgment of all Addenda, the numbers of which shall be filled in on the provided Bid form.
15. All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager in writing. Responses to such questions will be issued by Addenda emailed or delivered to all parties recorded by Project Manager as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening of bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications shall be without legal effect. All Addenda will be posted on the City of Durham, Department of Public Works web site: <http://durhamnc.gov/ich/op/pwd/consproj/Pages/Home.aspx>.
16. Incorrect information, incomplete information, or irregularities on the Bid envelopes may be cause for a Bid to be declared invalid or non-responsive. Bids submitted after the time listed in the Bid Proposal Form will be declared invalid or non-responsive.
17. All blanks on the Bid form shall be completed by printing in ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid form. A Bid cost shall be indicated for each unit cost item listed therein, or the words "No Bid," or "Not Applicable" entered.
18. Bids containing incomplete forms, appendices, specifications, requirements, or enclosures may be declared unacceptable at the City of Durham's discretion.
19. Bidders shall be solely responsible for delivery of Bids in the required manner and time. If a Bid is sent by mail or other delivery system, the sealed envelope Bid Proposal Forms shall be enclosed in an envelope plainly marked on the outside with the notation:
"BID NO. VMSR-16 - VEGETATION MANAGEMENT FOR STREAM RESTORATIONS"

20. Bid Proposals shall be publicly opened and read aloud, unless obviously incomplete or non-responsive, at the date, time, and location specified in the Bid Proposal Form. Bidders may be present at the opening of the Bid. Information contained in or enclosed with the Bid Proposal Form will be compiled and become a matter of public record.
21. Prospective Bidders are encouraged to familiarize themselves with the Project Areas in order to appropriately bid the work.

EVALUATION OF BIDS AND AWARD OF CONTRACT

1. Qualified bidders will be judged in the sole discretion of the City as to whether they meet the requisite qualifications to adequately perform the work. The City reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. The City of Durham further reserves the right to reject the Bid of any Bidder whom it finds, in its sole discretion to not be qualified or responsible. The City of Durham may also reject the Bid of any Bidder if the City believes that it would not be in the best interest of the project to make an award to that Bidder.
2. Qualified Bidders must hold and provide proof of current and valid license and registration as a North Carolina pesticide applicator with certifications in Category A (Aquatic Pest Control) and Category L (Ornamental and Turf Pest Control).
3. Qualified bidders must demonstrate at least 10 years of relevant experience conducting similar work in environmentally-sensitive, public areas throughout North Carolina and surrounding states.
4. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
5. In evaluating Bids, the City of Durham will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid form or prior to the Notice of Award.
6. In evaluating Bidders, the City will consider the quality of equipment, materials and products that are proposed to be used by the Bidder, including, but not limited to pesticide products, sprayer equipment, etc.
7. In evaluating Bidders, the City will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the work for which the identity of subcontractors, supplies, and other individuals or entities must be provided as provided in the General Conditions.
8. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, individuals, or entities to perform the work.
9. If the Contract is to be awarded, the City will award the Contract to the Bidder whose Bid is in the best interests of the project.

PROJECT SCOPE OF SERVICES

1. Project Overview

The City of Durham has several stream restoration and stormwater quality projects within City limits that serve to restore and protect its urban streams and riparian resources. Conservation easements are granted to the state of North Carolina in order to build or protect these projects. In accordance with the conservation easements, it is the City's responsibility to ensure continued protection and maintenance of the conservation easement areas associated with these projects. The City has identified that control of invasive and/or nuisance vegetation within these area is needed in order to preserve the riparian resources and to ensure that the water quality aspects of the stream restoration function properly. Proliferation of these plants can degrade the quality of the wetland and riparian resources in the easement areas, alter their natural condition, and interfere with the ecological functions of the easement areas. The contract will address this need through the management of invasive and/or nuisance vegetation within the conservation easement areas of these stream restoration projects.

The City requires the removal and chemical treatment ("Vegetation Management") of specified invasive and/or nuisance vegetation species ("Target Species") from within the conservation easement areas of several stream restoration projects ("Project Areas"). Vegetation Management also includes "Vegetation Planting" work of furnishing, installing, and maintaining vegetation. Vegetation Planting involves planting bed and seedbed preparation, initial planting, plant establishment, seed dispersal, mulching, and replacement planting, as needed. Project Areas are located on City-owned property inside the City limits of Durham. Vegetation Management services are expected to occur bi-annually ("Treatment Seasons") for three consecutive years from the date of the contract for a total of six (6) Treatment Seasons.

Under Bid Items 1 – 6 the contractor shall provide Vegetation Management of specified Target Species (Table 1) in the Project Areas as described and as depicted in Figures 1 - 6. Contractor shall accurately identify all Target Species and non-Target Species of similar appearance, including native species. Contractor shall employ approved methods for vegetation management, including mechanical and hand-clearing, as well as the legal, appropriate, and sufficient application of chemical herbicides in order to achieve the performance level. Bid item 7 is for Vegetation Planting within the riparian buffer along approximately 800 feet (0.6 acres) of the Ellerbe Creek stream restoration project at the Hillandale Golf Course. Planting specifications are included in Appendix C. Vegetation Planting work does not reoccur annually. The location of Vegetation Planting is subject to change; site-specific conditions will be considered and modifications to the specifications may be authorized by the City Project Manager in the event of such changes.

2. Project Areas

The Project Areas are the conservation easements of several stream restoration projects within the City of Durham. The conservation easement areas are generally within the vegetated riparian buffer of the stream. Several of the areas are adjacent or in the vicinity of stream restoration projects.

The maps provided as Figures 1, 2, 3, 4a, 4b, 5 and 6 are representations based on GIS data, not certified survey data; ground-based reference features must be utilized to confirm project limits and boundaries. The specified acreages below are estimates of the Project Areas where Vegetation Management services are to be rendered (approximately 35.3 acres total). The City of Durham assumes no responsibility for errors arising from use or misuse of these maps. Ground-based reference features include "No Mow" and "Conservation Easement" signs, posts, and/or colored bollards which demark the Project Areas covered by this contract. Some areas are not marked by signs; other features and methods may be required to identify project limits.

- i. *Forest Hills Park* - 1639 University Drive, Durham, NC 27707 - Approximately 8.0 acres. Vegetation Management to occur within conservation easement areas along Third Fork Creek. Figure 1.
- ii. *Long Meadow Park* - 917 Liberty Street, Durham, NC 27701 - Approximately 1.8 acres. Vegetation Management to occur within conservation easement areas along Goose Creek. Figure 2.
- iii. *Indian Trail Park* – 1701 Albany Street, Durham, NC 27705 - Approximately 1.3 acres. Vegetation Management to occur within conservation easement areas along Ellerbe Creek. Figure 3.
- iv. *Hillandale Golf Course* - 1600 Hillandale Road, Durham, NC 27705 - Approximately 15 acres. Vegetation Management to occur within conservation easement areas along Ellerbe Creek. Vegetation Planting within riparian area of conservation easements along stream restoration project (approximate length 800 feet ; approximate area 0.6 acre). Figures 4a and 4b.
- v. *Westover Park & Guess Road Tract* – 1900 Maryland Avenue, Durham, NC 27705 - Approximately 1.7 acres. Vegetation Management to occur within conservation easement areas along Ellerbe Creek. Figure 5.
- vi. *Northgate Park* – 300 West Club Blvd, Durham, NC 27704 – Approximately 7.6 acres. Vegetation Management to occur within conservation easement areas and pocket wetlands along Ellerbe Creek.

The City may choose to include additional locations for Vegetation Management services, Vegetation Planting services, or other environmental restoration work.

3. Target Species

The list of species in Table 1 represents the invasive and/or nuisance vegetation to be targeted for Vegetation Management under this contract. **Priority Target Species are listed in bold font.** These are species known to be present and/or dominant at project sites. Not all species have been observed at each Project Area. Non-priority target species may be treated if observed at a project site. The intent of differentiating between Priority and non-priority target species is to provide the Contractor with flexibility to treat non-priority species, if observed, to help prevent their establishment. The Contractor is to inform the City Project Manager if non-priority species are observed to be increasing in numbers or dominance within the Project Area.

4. Performance Level and Treatment Seasons

Contractor shall achieve a performance level for Vegetation Management within the Project Areas in which at least 80% removal, herbicide coverage (as evidenced through observation during inspection of blue dye), and/or mortality of Priority Target Species is realized by the end of the Treatment Season as determined by the City. Contractor shall conduct Vegetation Management in each Project Area during two Treatment Seasons in a year; **“Spring” Vegetation Management is to occur between the months of March and June and “Fall” Vegetation Management is to occur between the months of August and October.** Several months are provided for each Treatment Season in order to accommodate the inherently variable weather in this region during vernal and autumnal equinoxes. The number of discrete treatment service events required and/or the number of personnel necessary to achieve the performance

level for each Project Area per Treatment Season may vary but will not incur additional costs to City. The City Project Manager will work with the Contractor to schedule Vegetation Planting work upon notice of award. This work is anticipated to occur once and does not occur annually. Performance of Vegetation Planting will be based on adherence to the specifications included in Appendix C. Site-specific conditions will be considered and modifications to the specifications may be authorized by the City Project Manager in the event that the Project Area for this work changes.

5. Inspections

All Work shall be subject to inspection by the City Project Manager, a representative of the Stormwater and GIS Services Division of the Public Works Department, and/or a representative of the General Services Department – Urban Forestry Division at any time. All Work shall be inspected to verify achievement of performance level after submittal of reporting documentation and prior to invoicing. Observations made during field inspection and professional judgment will be used to complete Inspection Reports to document the level of performance for a Treatment Season. Inspection Reports for a Project Area will be signed by the City upon acceptance of Contractor’s work for a Treatment Season in the Project Area. The Contractor is authorized to invoice the City for Work upon receipt of the signed Inspection Report. Contractor shall furnish the inspectors with the necessary facilities and assistance for carrying out their duties.

6. Reporting Requirement

Contractor shall utilize an “Herbicide Daily Log Form” after Vegetation Management services are rendered at each Project Area. Contractor shall use as many forms as necessary to describe daily activities within each Project Area. Contractor shall provide maps, sketches, and/or descriptions identifying locations of Target Species treated at each Project Area and additional documentation and photography as necessary to demonstrate Work performed. Contractor shall submit the documentation to the City Project Manager after achievement of the specified performance level for a Project Area. Contractor is to complete the Herbicide Daily Log Form which includes, dates of activity, species treated, type of treatment method, type and amount of herbicide used (if any), weather conditions present at the time of the treatment, and any additional relevant notes. Contractor may use a different format of the Herbicide Daily Log Form only if it is preapproved by the City Project Manager. Reporting for Vegetation Planting services will include submittal of a bill of lading for material and ‘as-built’ sketch of plants in the Project Area. The City Project Manager reserves the right to request additional information and materials including but not limited to payroll records, receipts for materials used, and additional field records or maps. Payments to Contractor will not be made until after all report and requested information has been received and approved by the City Project Manager.

7. Methods

This section contains approved methods for manual or mechanical removal and chemical treatment of Target Species under this contract. The Contractor shall furnish equipment and labor necessary to complete the work, including but not limited to grubbers, pruners, loppers, saws, rakes, chippers, backpack sprayers, personal protective equipment, chemical containment, signage, and transportation. Contractor shall not be permitted to blade, doze, or slice the soil surface to remove vegetation. Soil disturbance shall be minimized and prevented to the extent possible.

- i. Manual methods may include pulling, cutting, grubbing, and other mechanical means of removing the roots, seeds, corms, or other propagules of Target Species. All fruits, seeds, and severed plant parts that have the ability to regenerate shall be bagged and disposed of offsite in a sanitary landfill to prevent seed dispersal. Cut vines that do not have fruit or have not gone to seed may be left hanging in trees. Treatment debris that does not contain mature fruits

- or other regenerative plant materials may be left within the Project Area in small, scattered piles not to exceed 40 square feet each. The stockpile should not block access paths, roads, sidewalks, etc. Any offsite disposal of material must be done in a lawful manner. Chipping onsite is allowed for material that has not gone to seed. Chipped materials may be disposed onsite at locations approved by the City Project Manager.
- ii. Chemical treatments must include blue-tinted water-soluble dye. Failure to use dye may result in re-treatment since visual inspection of treated areas will be critical for determining performance level and treatment coverage if and when mortality or removal of Target Species is not evident.
 - iii. Approved chemical herbicide treatment methods include foliar spray, cut-stump treatment, and basal bark treatment. Alternative methods must be approved by the City Project Manager in writing, prior to use. Contractor shall use professional grade backpack sprayers to selectively apply herbicides in accordance with the manufacturer specifications and application rates, label directions, and the specifications listed in this document. The choice of chemical shall be based on the application method and specific Target Species. Contractor shall use aquatic safe formulations whenever possible. Contractor shall adhere to specific product label for limiting meteorological or weather factors, such as ambient temperature, wind, or precipitation, which may prohibit applications during certain conditions.
 - iv. For foliar spray method, herbicide is to be applied until the leaf is wet but not dripping onto the ground. Wind precautions are to be observed to prevent drift onto non-Target Species. For cut-stump treatment method, stems and stumps must be cut to a stubble height of 6 inches. Once cut, an appropriate herbicide shall be applied immediately.
 - v. Contractor shall take measures to avoid and minimize the removal, injury, or damage to any non-target vegetation and adjacent property by selection of the appropriate method of vegetation management for site conditions. In accordance with arboriculture standards, collateral damage of non-Target Species shall be minimized by pruning or removal of affected portions to prevent damage to the root system.

8. Schedule Coordination

Contractor's operations shall be planned in a manner that avoids conflicting with scheduled events at the Project Areas. Contractor is to coordinate with the City Project Manager for scheduling operations and to ensure access to locked gates, drop chains, or bollards as needed. Access to potable water may not be available at every project site; the contractor must plan accordingly. Contractor shall provide a written schedule of daily activities (including days and times of operations) to the City Project Manager at least two weeks prior to beginning work. All activities shall be performed in accordance with the approved schedule, changes to scheduling must be made in writing to the City Project Manager. Scheduling may vary due to meteorological conditions or other unforeseen events, but it is the responsibility of Contractor to adhere to this contract, to North Carolina Department of Agriculture and Consumer Services and United States Environmental Protection Agency regulations, and to the manufacturer's instruction at all times to ensure safe and effective application of herbicides. Operations shall be scheduled and conducted to minimize erosion of soils to prevent siltation and/or excessive discharge of sediment into streams, rivers, and impoundments.

9. Licenses, Permits, and Certifications

Contractor shall utilize a North Carolina licensed and registered pesticide applicator with current and valid certification in Category A (Aquatic Pest Control) and Category L (Ornamental and Turf Pest Control). Any fees or charges for licenses, permits, registrations, and/or certifications required for the project shall be paid by Contractor.

10. Environmental Safety

Ensuring the safety of the public is critical during Contractor operations. The Contractor shall be responsible for all applicable safety and environmental considerations with regards to the application of any herbicides and operation of equipment under this contract. The Contractor shall be responsible for any act or omission by it or its employees or agents causing any injuries to persons or any damages to public or private property.

- i. Contractor is responsible for the safe transportation and handling of all chemicals and is expected to comply with label instructions and Best Management Practices. Contractor shall adhere to the principals of Integrated Pest Management and is to use appropriate herbicide application Best Management Practices. The Contractor is responsible for the prevention of pollution, contamination, and spillage into streams and adjacent property of fuel, oil, chemicals, debris, sediment, or other material. Precautions shall be taken by the Contractor to prevent spills, accidents, and injury including appropriate secondary containment of chemicals and protection of chemicals and equipment from theft or tampering. Herbicides used on this contract may not be left unattended or stored at the site overnight. Every effort shall be made to prevent and contain spills from contaminating water bodies and off-site areas. Any chemical spills are to be cleaned immediately. Contractor must notify the City Project Manager and appropriate Park- or Golf Course-staff immediately in the case of chemical spills or any significant pollution. Appropriate state and local officials are to be notified if necessary. Chemical spills shall be reported to the City's Stormwater Quality Hotline (919) 560-SWIM immediately.
- ii. Contractor shall conduct operations so as to minimize physical and chemical damage to all turf, roads, road banks, trails, cart paths, bridges, ditches, storm drains, culverts, other infrastructure and other improvements, landscaping, etc. in the Project Area. Any damage to Project Areas, adjacent property, infrastructure, and landscaping caused by Contractor, other than normal wear, shall be repaired at Contractor's expense. Remediation shall include but is not limited to removal of contamination and material, removal and replacement of contaminated soil, replanting of vegetation, and payment of any associated fees, fines or other costs incurred. Any treatment that leads to damaged material or standing dead trees must be removed and properly disposed of as soon as is reasonably practicable at no additional cost to the City. Hazardous conditions shall be remediated immediately and the City Project Manager and appropriate Park- or Golf Course-staff are to be notified immediately.
- iii. Contractor shall adhere strictly to all OSHA regulations and chemical label requirements. Safety equipment and personal protective equipment appropriate for given site conditions must be used. Material Safety Data Sheets (MSDS) and labels for all chemicals in use shall be present in all work vehicles on site.
- iv. No section of any street, cart-path, trail or access point shall be entirely blocked to traffic unless absolutely necessary. Access to fire hydrants shall not be hindered and fire hydrants must be kept free of obstructions at all times. Temporary crossings shall be provided by the

Contractor as needed at no additional cost to the City. Temporary placement or storage of equipment is to be coordinated with the City Project Manager or Hillandale Golf Course Superintendent.

- v. In the event of damage to significant areas of non-Target Species and/or land disturbances within the Project Areas, Contractor will work to restore vegetation, grade, and drainage patterns, as necessary. Specifications for seeding and planting restoration work will be based on those described in Appendix C. Site specific substitutions may be authorized by the City Project Manager, as appropriate.

11. Quality Assurance / Quality Control Plan

A Quality Assurance/Quality Control (QA/QC) plan shall be submitted to the City Project prior to any Work beginning for this contract. Proof of current North Carolina Pesticide Licensing and compliance with any other local, state, and federal regulations shall be included for staff conducting the work under this contract. Also provide a description of experience, education, and additional certifications of staff to demonstrate the ability to identify Target Species and to implement Best Management Practices of Integrated Pest Management. The QA/QC plan must describe general removal methods and chemical treatment methods proposed for use by the Contractor, including chemicals anticipated to be used. The QA/QC plan shall document communication procedures and describe on-site responsibility.

12. Signage

Contractor is to erect and maintain sufficient signs and barricades to alert the public and City staff about Vegetation Management Work conducted as part of this contract. Signage and/or barricades are required to remain in place during contractor operations, while equipment is in use, and until there is no longer a risk of physical harm or exposure to chemicals applied under this Contract to the public and City staff. Signs and/or barricades shall be posted with sufficient quantity and placement to demark a safe distance from the Work. In no case shall City of Durham be responsible for any failure of the Contractor to provide such warnings and precautions.

At a minimum, the signage shall indicate:

“WARNING
HERBICIDE TREATMENT AREA. PLANTS IN THIS AREA HAVE BEEN TREATED WITH AN
E.P.A. APPROVED HERBICIDE TO CONTROL INVASIVE AND NUISANCE VEGETATION.
PLEASE AVOID CONTACT.
DATE AND CONTACT INFORMATION OF CONTRACTOR STAFF AND CITY PROJECT MANAGER”

In addition to the City Signage Requirement, the Contractor shall abide by any additional signage and posting requirements as specified by the manufacturer and/or as indicated on the label of the chemical in use.

Table 1. List of Target Species.

Scientific Name	Common Name	Description
<i>Ailanthus altissima</i>	Tree of heaven	Tree
<i>Albizia julibrissin</i>	Mimosa	Tree, Shrub
<i>Alliaria petiolata</i>	Garlic mustard	Herb
<i>Ampelopsis brevipedunculata</i>	Porcelainberry	Vine
<i>Baccaris halimifolia</i>	Groundsel bush	Shrub
<i>Celastrus orbiculatus</i>	Oriental bittersweet	Vine
<i>Clematis terniflora</i>	Sweet autumn clematis	Shrub
<i>Cytisus scoparius</i>	Scotch broom	Perennial shrub
<i>Disoscorea spp.</i>	Air potato/Chinese yam	Vine
<i>Elaeagnus spp</i>	Autumn olive	Tree, Shrub
<i>Euonymus alatus</i>	Burning bush	Shrub
<i>Euonymus fortunei</i>	Wintercreeper	Perennial vine
<i>Glechoma hederacea</i>	Creeping charlie	Perennial herb
<i>Hedera helix</i>	English ivy	Perennial vine
<i>Hibiscus syriacus</i>	Rose of sharon	Shrub
<i>Humulus japonicus</i>	Japanese hops	Annual vine
<i>Ilex aquifolium</i>	English holly	Shrub, Tree
<i>Ipomoea spp.</i>	Morning glory	Annual vine
<i>Lespedeza bicolor</i>	Bicolor lespedeza	Shrub
<i>Lespedeza cuneata</i>	Chinese lespedeza	Annual herb
<i>Ligustrum lucidum</i>	Glossy privet	Shrub
<i>Ligustrum japonica</i>	Japanese privet	Shrub
<i>Ligustrum sinense</i>	Chinese privet	Shrub
<i>Lonicera japonica</i>	Japanese honeysuckle	Perennial vine
<i>Melia azedarach</i>	Chinaberry	Tree
<i>Microstegium vimineum</i>	Japanese stiltgrass	Annual grass
<i>Nandina domestica</i>	Nandina	Shrub
<i>Polygonum cuspidatum</i>	Japanese knotweed	Perennial herb
<i>Paulownia tomentosa</i>	Princesstree	Tree
<i>Phyllostachys aurea</i>	Bamboo	Grass
<i>Pueraria montana</i>	Kudzu	Vine
<i>Pyrus calleryana</i>	Callery pear	Tree
<i>Rosa multiflora</i>	Multiflora rose	Shrub
<i>Rubus occidentalis</i>	Blackberry	Vine, Subshrub
<i>Sorghum halepense</i>	Johnson grass	Grass
<i>Triadica sebifera</i>	Chinese tallow	Tree
<i>Toxicodendron radicans</i>	Poison ivy	Perennial vine
<i>Vinca spp.</i>	Periwinkle	Vine
<i>Wisteria spp.</i>	Wisteria	Vine

Priority Target Species appear in bold. These are species that are known to be present or are becoming established at project sites. Not all Target Species are present at each Project Area.

BID PROPOSAL FORM – PART 1

DATE VEGETATION MANAGEMENT FOR STREAM RESTORATIONS Bid No. VMSR-16

The City of Durham will open Bid Proposals submitted by Bidders at **2:00 p.m., March 1, 2016** for Bid No. VMSR-16 for Vegetation Management for Stream Restorations. Bids will be opened at Durham City Hall in Conference Room 3B, located at 101 City Hall Plaza, Durham, North Carolina.

The following Addenda have been received:

Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____

The undersigned Contractor has regularly engaged in similar work within the State of North Carolina or surrounding states for ____ years. List and briefly describe three example projects involving similar work:

Provide information regarding the Contractor’s primary personnel who will be involved with the project. Staff must demonstrate relevant experience and licensing associated with vegetation management in environmentally sensitive, public areas in North Carolina and surrounding states. Designate the Project Manager in charge. The City may request additional information.

<u>Name & NC Pesticide Applicator License No.</u>	<u>Experience</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please attach additional sheets as necessary to complete the items above.

For City Use Only:
____ RESPONSIVE
____ NON-RESPONSIVE

BID PROPOSAL FORM – PART 2

The City requires the removal and chemical treatment (“Vegetation Management”) of specified invasive and/or nuisance vegetation species (“Target Species”) from within conservation easement areas of several streams (“Project Areas”). Vegetation Management also generally refers to “Vegetation Planting” work of furnishing, installing, and maintaining vegetation. Vegetation Planting involves planting bed and seedbed preparation, initial planting, plant establishment, seed dispersal, mulching, and replacement planting, as needed. Project Areas are located on City-owned property inside the City limits of Durham. Vegetation Management services are expected to occur bi-annually (“Treatment Seasons”) for three consecutive years from the date of the contract for a total of six (6) Treatment Seasons. Vegetation Planting does not reoccur annually. Contractor shall adhere to planting specifications included in this bid document and City is to approve final plant list prior to installation.

Contractor shall provide Vegetation Management of specified Target Species (Table 1) in the Project Areas as described and as depicted in Figures 1, 2, 3, 4a, 4b, 5 and 6. These figures are representations based on GIS data, not certified survey data; ground-based reference features must be utilized to confirm project limits and boundaries. The specified acreages are estimates of the Project Areas where Vegetation Management services are to be rendered. The City of Durham assumes no responsibility for errors arising from use or misuse of these maps. Ground-based reference features include “No Mow” and “Conservation Easement” signs, posts, and/or colored bollards which demark the Project Areas covered by this contract. Some areas are not marked by signs and other features and methods will be required to identify project limits.

Contractor shall accurately identify all Target Species and non-Target Species of similar appearance, including native species. Contractor shall employ approved methods for vegetation management, including mechanical and hand-clearing, as well as the legal, appropriate, and sufficient application of chemical herbicides in order to achieve the performance level (80% mortality, coverage, and/or removal).

Proposed Bid Amount for Vegetation Management for Stream Restorations:

Item #	Description of Services	Unit	Quantity	Unit Price			Subtotal	
				2016	2017	2018		
1	Vegetation Management at Forest Hills Park	Acres	8.0	Spring:	\$ _____	\$ _____	\$ _____	\$
				Fall:	\$ _____	\$ _____	\$ _____	
2	Vegetation Management at Long Meadow Park	Acres	1.8	Spring:	\$ _____	\$ _____	\$ _____	\$
				Fall:	\$ _____	\$ _____	\$ _____	
3	Vegetation Management at Indian Trail Park	Acres	1.3	Spring:	\$ _____	\$ _____	\$ _____	\$
				Fall:	\$ _____	\$ _____	\$ _____	
4	Vegetation Management at Hillandale Golf Course	Acres	15.0	Spring:	\$ _____	\$ _____	\$ _____	\$
				Fall:	\$ _____	\$ _____	\$ _____	
5	Vegetation Management at Westover Park & Guess Road Tract	Acres	1.7	Spring:	\$ _____	\$ _____	\$ _____	\$
				Fall:	\$ _____	\$ _____	\$ _____	
6	Vegetation Management at Northgate Park	Acres	7.5	Spring:	\$ _____	\$ _____	\$ _____	\$
				Fall:	\$ _____	\$ _____	\$ _____	
7	Vegetation Planting Hillandale Golf Course	Acres	0.6	Per acre	\$ _____	N/A	N/A	\$
Total per Calendar Year =					\$	\$	\$	

Subtotal for items 1 – 6 = \$

Cost per acre (items 1 – 6) = \$ _____ /ac

Subtotal for item 7 = \$

Total Contract Cost = \$

For City Use Only:
 RESPONSIVE
 NON-RESPONSIVE

BID PROPOSAL FORM – PART 3

The estimated quantities contained on the Bid form are for the purpose of comparing Bids. While the quantities are close approximations, they are not guaranteed. Payment will be made on the basis of the Vegetation Management and Vegetation Planting services performed at the unit costs set forth in the executed Agreement and under the provisions of such Agreement, attached as Appendix B. It is the City's intention to use the attached Agreement modified and filled in to reflect the terms of the Bid. If a bidder objects to any of the Agreement, it should state the objections in an attachment to the bid submittal.

The base unit costs shall reflect all costs associated with providing the Vegetation Management and Vegetation Planting services for the Project Areas as described in the Project Scope of Services and throughout the Bidding Documents. There shall be no additional compensation to the Contractor for materials, equipment, transportation, licensing fees, or other work that is incidental to the successful completion of the Contract.

The City of Durham reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. The City of Durham further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The City of Durham may also reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder.

The undersigned Bidder hereby declares that the names of all persons interested in this Bid as principals appear in the blank spaces hereinafter provided for such purpose, that this Bid is in all respects fair, genuine, and without collusion or fraud, that the Bidder has examined the entire Project Manual, including the Bid Documents, Instructions to Bidders, the Project Scope of Services, General Conditions, and SDBE requirements of the Department of EO/EA of the City of Durham and fully understands the same and agrees and accepts the terms and conditions thereof.

Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Durham or any person interested in the proposed contract.

The undersigned Bidder hereby agrees and is obligated to furnish at the unit costs listed below the services for Vegetation Management and Vegetation Planting as prescribed in the Project Manual. It is understood that the estimated quantities are approximate only and are given for the purpose of comparing Bids upon a uniform basis and that said estimate shall in no way affect the unit cost. The undersigned individual certifies that he or she is authorized to sign this bid for the bidder. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

We agree to provide services for Vegetation Management for Stream Restorations in accordance with the Project Manual at the unit cost listed below.

AUTHORIZED SIGNATURE
of Person, Firm, or Corporation

For City Use Only:
 RESPONSIVE
 NON-RESPONSIVE

PROJECT: VEGETATION MANAGEMENT
FOR STREAM RESTORATIONS
CONTRACT: VMSR-16
DATE: January 26, 2016

STORMWATER & GIS SERVICES DIVISION
DEPARTMENT OF PUBLIC WORKS
CITY OF DURHAM, NORTH CAROLINA

BID PROPOSAL FORM – PART 4

Respectfully submitted,

Date

Official Legal Name of Bidder

Print Name

Address of Bidder

**AUTHORIZED SIGNATURE
of Person, Firm, or Corporation**

City State Zip Code

Phone Fax

Attest

Secretary License No. _____

State of North Carolina

Email Address of Bidder

Document Checklist

The above-name Bidder has enclosed, and checked as appropriate, the following items in the Bid:

- ___ Bid Proposal Form Part – 1
- ___ Bid Proposal Form Part – 2
- ___ Bid Proposal Form Part – 3
- ___ Bid Proposal Form Part – 4
- ___ SDBE Procurement Forms

For City Use Only:

- ___ RESPONSIVE
- ___ NON-RESPONSIVE

GENERAL CONDITIONS

1. Read and complete the Small Disadvantaged Business Enterprise Program (SDBE) forms supplied in this Project Manual in Appendix A. The completed SDBE forms must be included in the Bid Proposal. Any bid submitted without these completed forms will be deemed as “non-responsive”. Questions related to completing the SDBE forms should be directed to the City of Durham, Equal Opportunity/Equity Assurance Department at (919) 560-4180.
2. Bid Proposals will only be considered from firms who can demonstrate the appropriate certifications, licenses, and credentials. Bidders must provide satisfactory evidence of comparable experience working in environmentally-sensitive, public areas within North Carolina and surrounding states in order to be considered qualified. The City of Durham may also consider the qualifications and experience of suppliers, subcontractors, and other individuals or entities associated with the Bidder.
3. The Prime Contractor shall demonstrate that they have the ability to complete a majority of all portions of the Contract. If the Prime Contractor fails to demonstrate they have the ability to complete all portions of the Contract, the bid may be considered non-responsive. The Prime Contractor shall include the following information in the space provided of the Bid Proposal Form:
 - a. The number of years the Prime Contractor has been regularly engaged in similar Contract work.
 - b. A list of the Prime Contractor's personnel experienced to do the Work including the foreperson or forepersons, or superintendent to be in charge of the Work, including the length of their experience with this type of work.
4. Bid Proposals shall be publicly opened, unless obviously incomplete or non-responsive, at the time and location indicated in the Bid Proposal Form. Bid Proposals will be evaluated to determine if they are complete, responsive, and meet the specifications and conditions required under these Bid Documents.
5. The Bidder to whom this contract is awarded shall be required to enter into the proposed Contract with the City of Durham, North Carolina.
6. It is the City's intention to use the included Agreement (Appendix B) modified and filled in to reflect the terms of the Bid. If a bidder objects to any of the Agreement, it should state the objections in an attachment to the bid submittal.
7. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability,

which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Durham as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Worker’s Compensation & Employers Liability – Contractor agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Professional Liability- Contractor agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

Environmental/Pollution- Contractor agrees to maintain Environmental/Pollution Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides as well as the negligent release of hazardous materials. Coverage may also be satisfied by endorsement to the Commercial General Liability policy with minimum limits of \$1,000,000/\$2,000,000.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Durham as its interest may appear’.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

Attn: Lance P. Fontaine, Ph.D.
Stormwater and GIS Services Division
Public Works Department
101 City Hall Plaza, Third Floor
Durham, NC 27701-3329

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham’s Risk Manager.

8. EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROVISIONS

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- c. The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d. In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts.
- e. Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

9. NON-DISCRIMINATION PROVISION

"The City of Durham opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under city contracts."

10. EQUAL BUSINESS OPPORTUNITY PROGRAM

Based on the specifications outlined for this project, the **MSDBE participation goal should be**
0 %.

Based on the specifications outlined for this project, the **WSDBE participation goal should be**
0 %.

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all City contracting, including procurement services.

In accordance with the Ordinance, all contractors are required to provide information

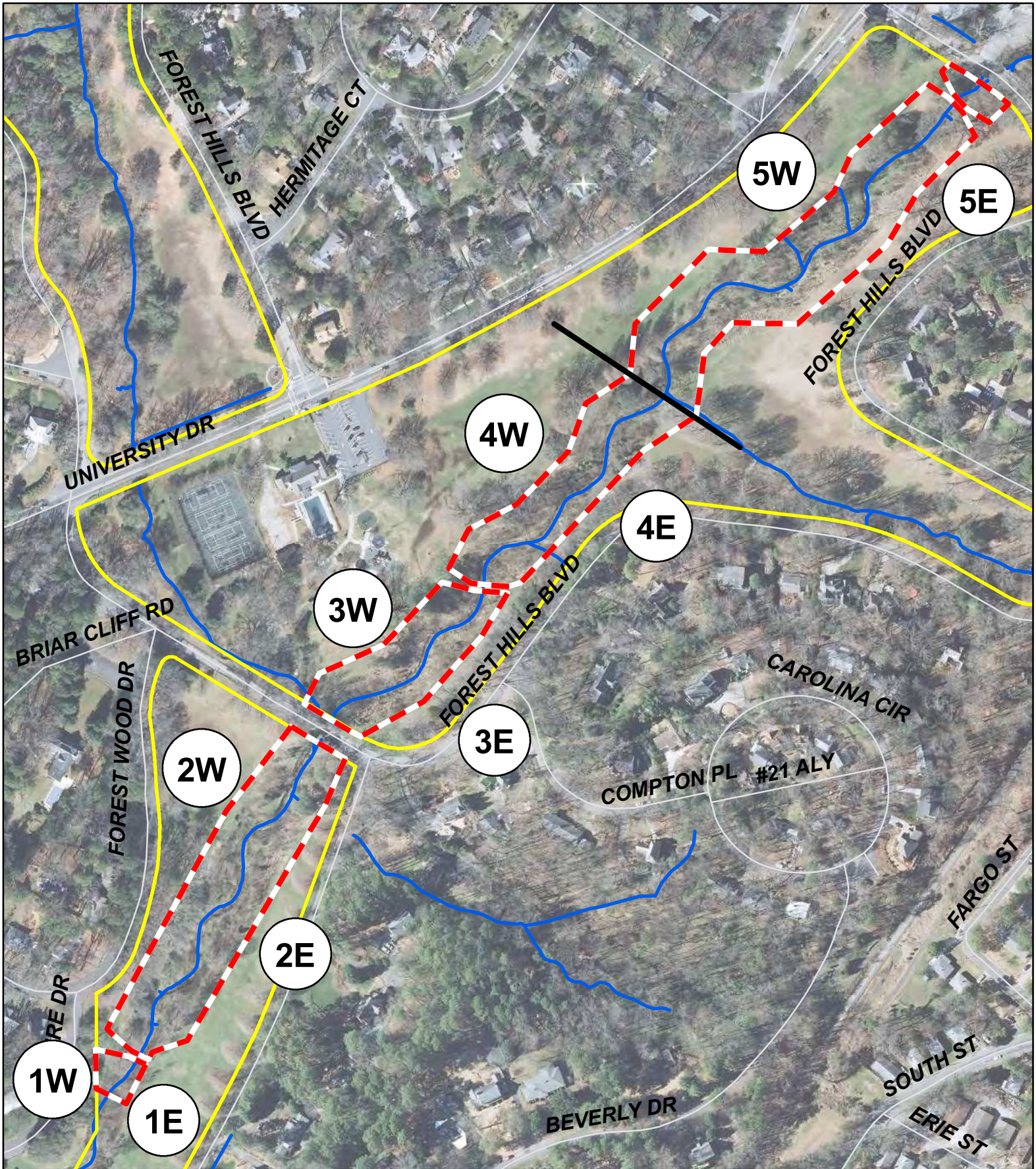
PROJECT: VEGETATION MANAGEMENT
FOR STREAM RESTORATIONS
CONTRACT: VMSR-16
DATE: January 26, 2016

STORMWATER & GIS SERVICES DIVISION
DEPARTMENT OF PUBLIC WORKS
CITY OF DURHAM, NORTH CAROLINA

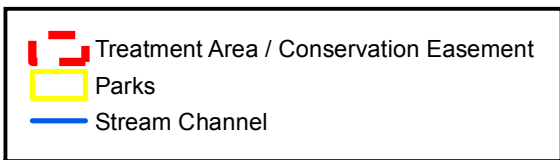
requested in the “SDBE Procurement Services Forms” package, which has been included with this Request for Bids. Bids that do not contain the appropriate, completed “Procurement Forms” will be deemed non-responsive and ineligible for consideration. The “Declaration of Performance”, “Managerial Profile”, “Equal Opportunity Statement” and the “Employee Breakdown” documents are required of all contractors. In lieu of the “Employee Breakdown,” contractors may submit a copy of the current EEO-1 form (corporate basis).

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about “SDBE Procurement Services Forms” should be referred to Deborah Giles or other department staff at (919) 560-4180.

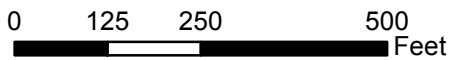
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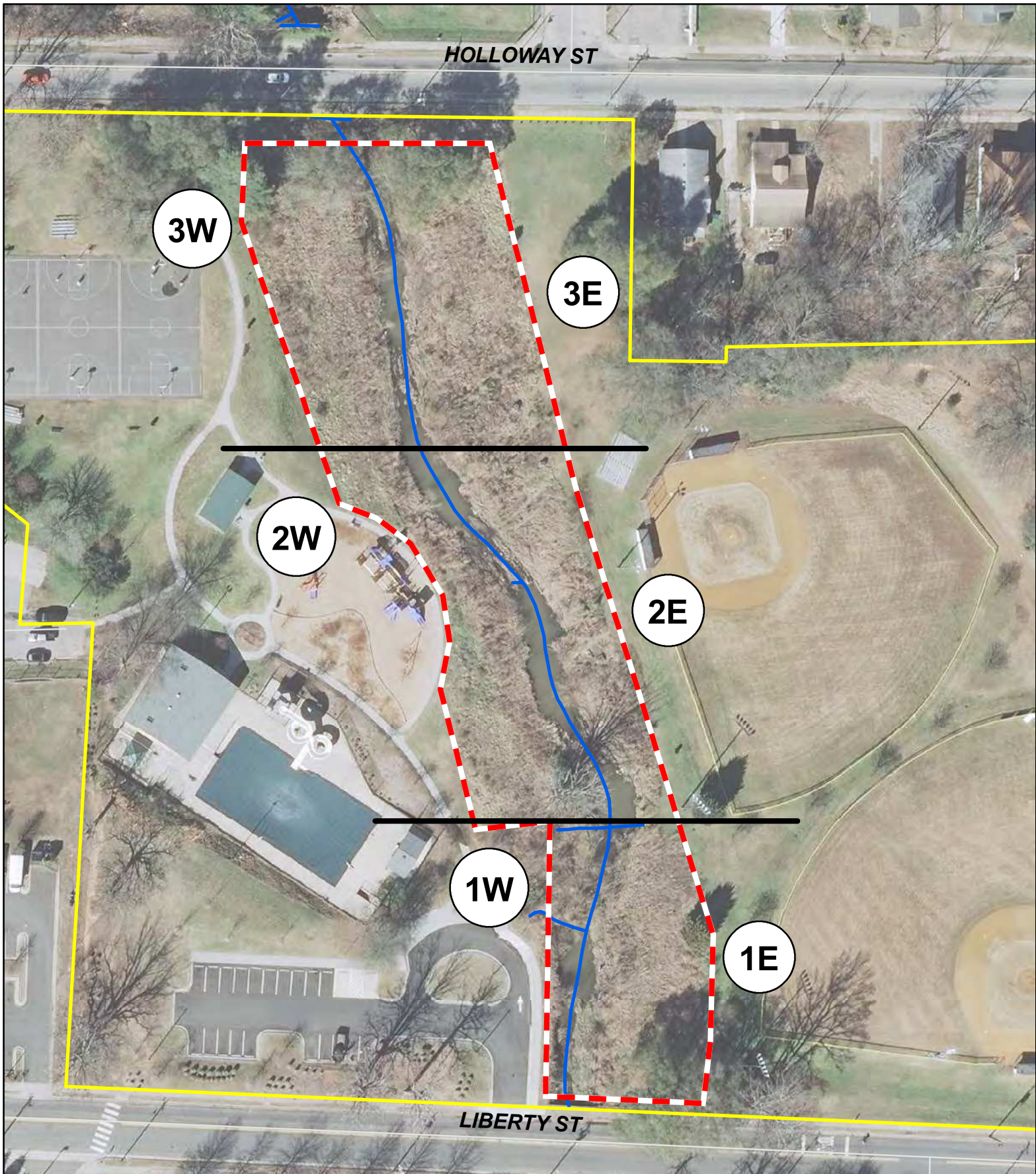
Imagery from 2013 orthophotography



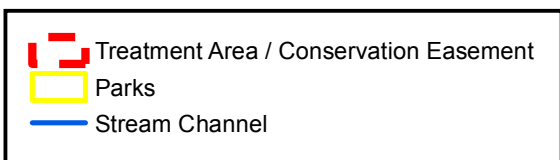
Forest Hills Park -- Project Area
Figure 1



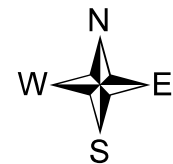
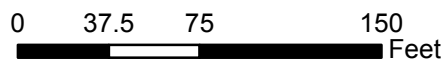
Map prepared by Stormwater Services - Public Works on Tuesday, March 10, 2015. Information depicted hereon is for reference purposes only and is compiled from the best available sources. The City of Durham assumes no responsibility for errors arising from use or misuse of this map.



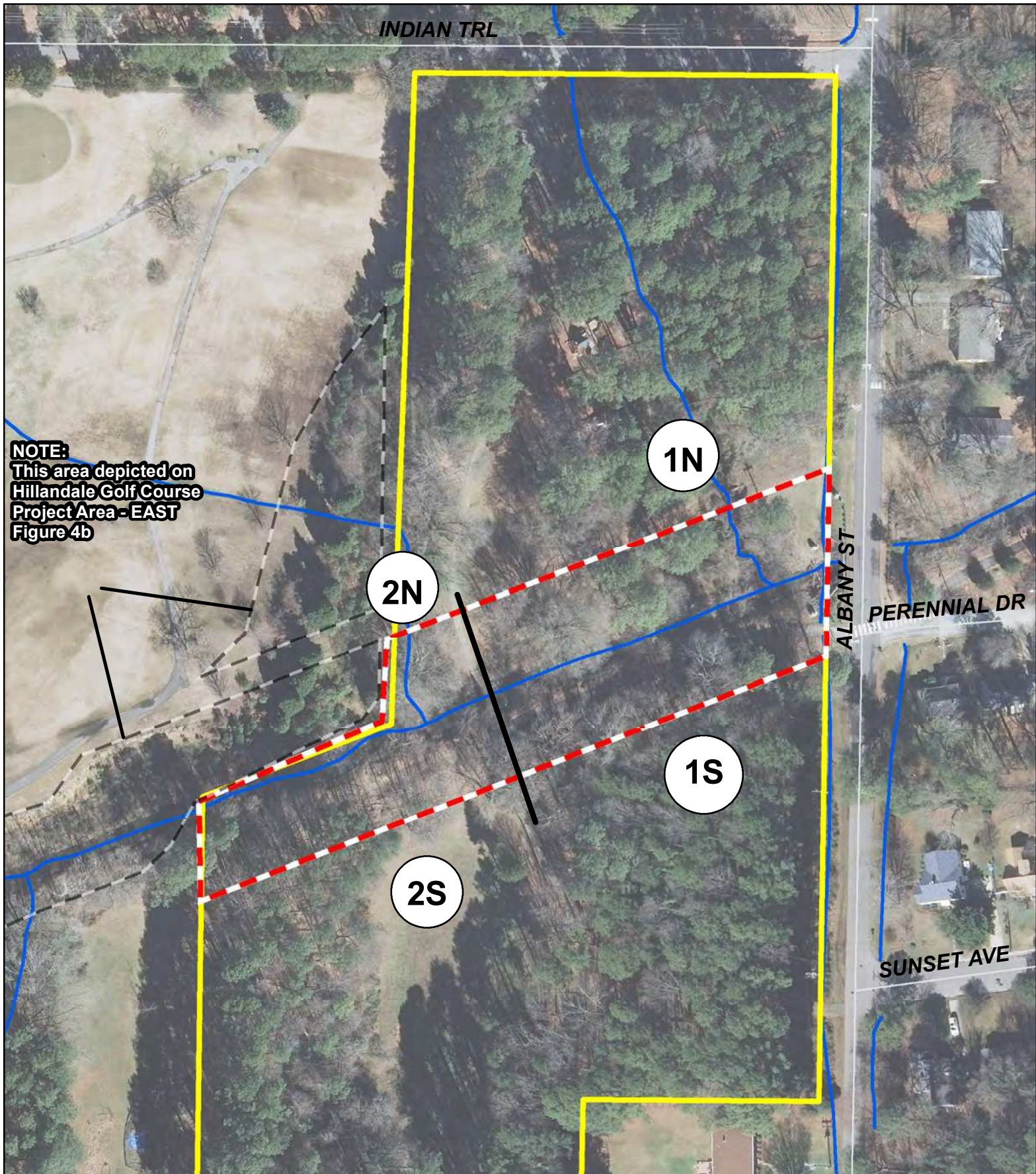
Imagery from 2013 orthophotography



Long Meadow Park -- Project Area
Figure 2



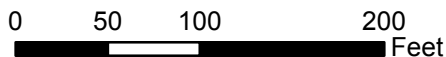
Map prepared by Stormwater Services - Public Works on Tuesday, March 10, 2015. Information depicted hereon is for reference purposes only and is compiled from the best available sources. The City of Durham assumes no responsibility for errors arising from use or misuse of this map.

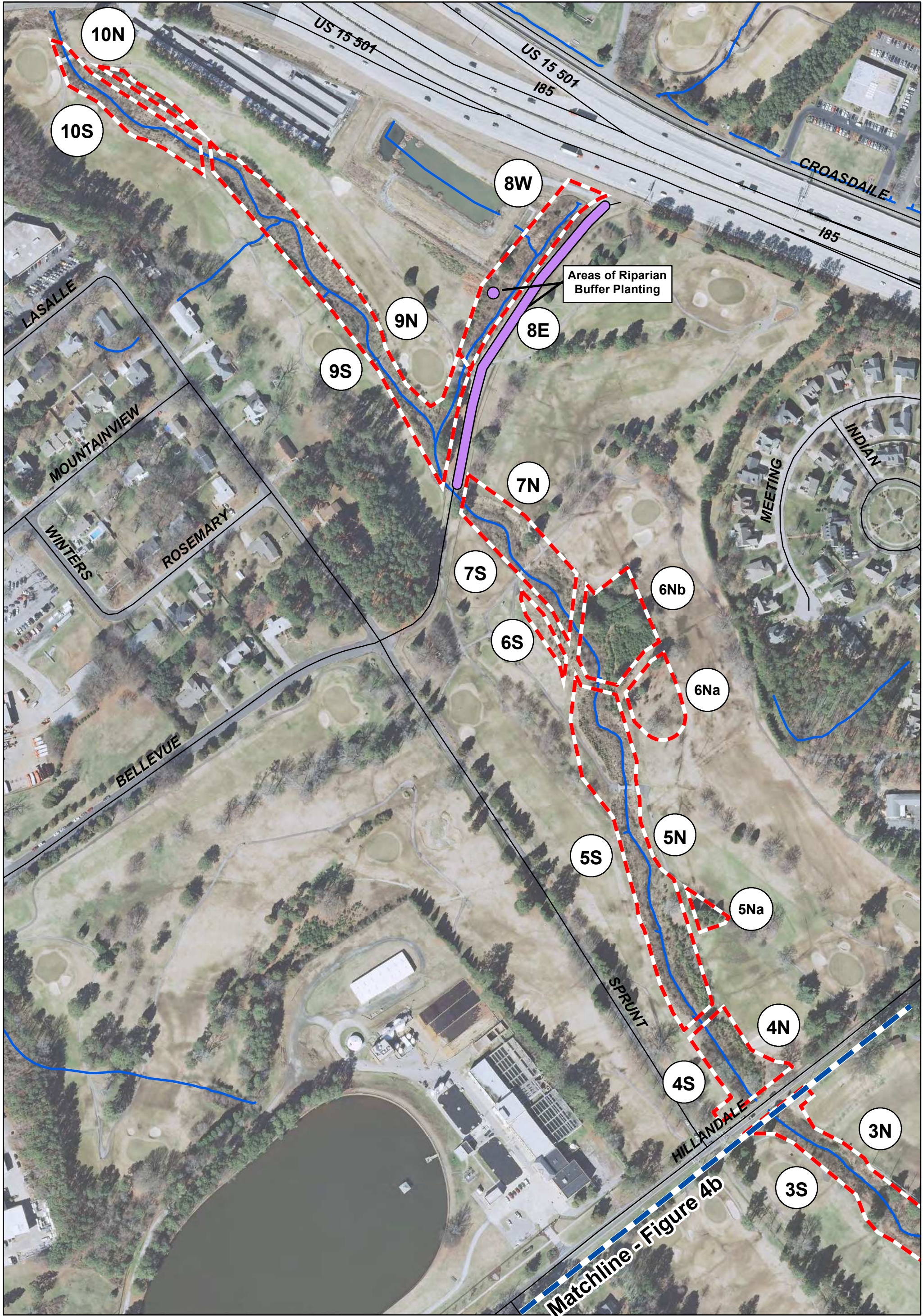


Imagery from 2013 orthophotography

	Treatment Area / Conservation Easement
	Hillandale Golf Course Conservation Easement
	Parks
	Stream Channel



Indian Trail Park -- Project Area
Figure 3

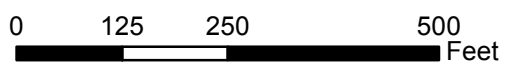




Imagery from 2013 orthophotography

Hillandale Golf Course - Project Area - WEST
Figure 4a





 Treatment Area / Conservation Easement
 Stream Channel



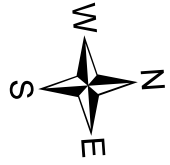
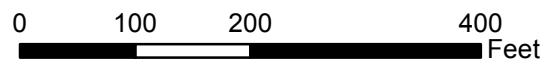
Map prepared by Stormwater Services - Public Works on Tuesday, December 29, 2015. Information depicted hereon is for reference purposes only and is compiled from the best available sources. The City of Durham assumes no responsibility for errors arising from use or misuse of this map.



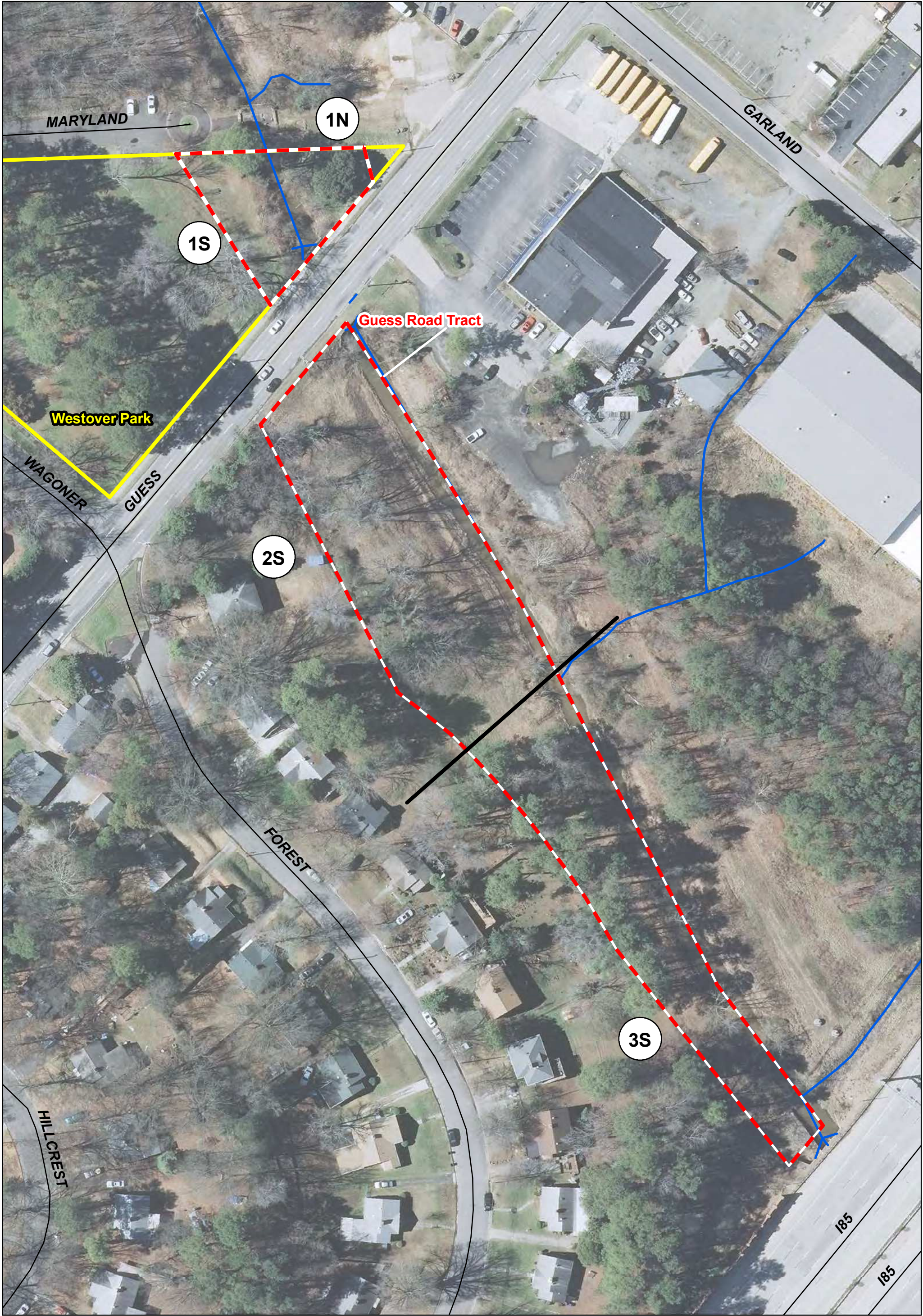
Imagery from 2013 orthophotography

-  Treatment Area / Conservation Easement
-  Indian Trail Park Conservation Easement
-  Parks
-  Stream Channel

Hillandale Golf Course - Project Area - EAST
Figure 4b



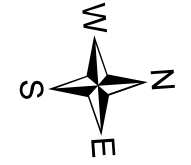
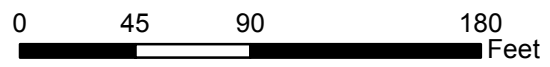
Map prepared by Stormwater Services - Public Works on Tuesday, March 10, 2015. Information depicted hereon is for reference purposes only and is compiled from the best available sources. The City of Durham assumes no responsibility for errors arising from use or misuse of this map.



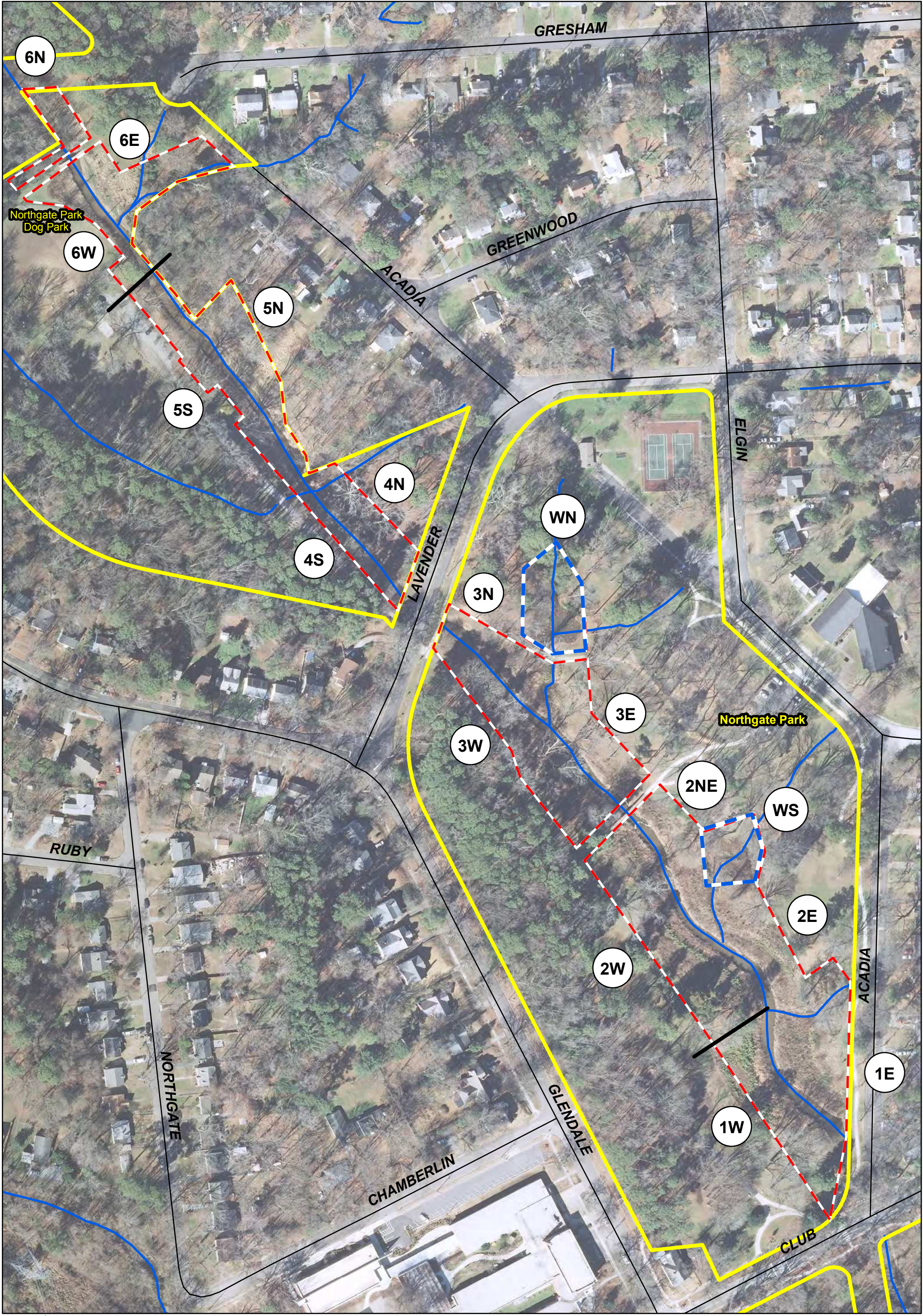
Imagery from 2013 orthophotography

- Treatment Area / Conservation Easement
- Parks
- Stream Channel

Westover Park & Guess Road Tract -- Project Area
Figure 5



Map prepared by Stormwater Services - Public Works on Thursday, July 02, 2015. Information depicted hereon is for reference purposes only and is compiled from the best available sources. The City of Durham assumes no responsibility for errors arising from use or misuse of this map.



Imagery from 2013 orthophotography

- Pocket Wetland
- Northgate Park Treatment Area
- Park Boundary
- Stream

Northgate Park -- Project Area
Figure 6

0 100 200 400 Feet



DURHAM

1869
CITY OF MEDICINE

Map prepared by Stormwater Services - Public Works on Tuesday, December 29, 2015. Information depicted herein is for reference purposes only and is compiled from the best available sources. The City of Durham assumes no responsibility for errors arising from use or misuse of this map.

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PROJECT: VEGETATION MANAGEMENT
FOR STREAM RESTORATIONS
CONTRACT: VMSR-16
DATE: January 26, 2016

STORMWATER & GIS SERVICES DIVISION
DEPARTMENT OF PUBLIC WORKS
CITY OF DURHAM, NORTH CAROLINA

Appendix A Small Disadvantaged Business Enterprises (SDBE) Procurement Forms



CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROCUREMENT FORMS Revised 12/15



Street Address:

Phone: 919-560-4180
Facsimile: 919-560-4513

101 City Hall Plaza (Annex)
Durham, North Carolina 27701

The Department of Equal Opportunity/Equity Assurance
Good Things Are Happening In Durham

Small Disadvantaged Business Enterprise Ordinance
SDBE Procurement Documentation

If applicable information is not submitted with your bid, your bid will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your bid.

Managerial Profile must be used to list the managerial persons in your work force who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your bid.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

COMPLETE THIS FORM
DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:

2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:

3. List anyone outside of your company with whom you will contract on this bid:

The undersigned vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of subcontractors/vendors; and

- (b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.

- (c) The vendor/contractor will use a subcontractor(s) in the fulfillment of this scope of work.

Date

Authorized Signature

COMPLETE THIS FORM
Managerial Profile

Name of Firm: _____

Contact person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Minority and Women Business Enterprises Ordinance.

Managerial Employees

<u>NAME</u>	<u>POSITION</u>	<u>(YES/NO)</u> <u>MINORITY/WOMAN</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*"Minority" means an individual who is a citizen or lawful permanent resident of the United States and who is a "Black American", a person having origins in any of the Black racial groups of Africa. On building contracts, construction over \$100,000.00 or federally funded projects, the federal and/or state definitions apply.

COMPLETE THIS FORM
EQUAL OPPORTUNITY STATEMENT

COMPLETE THIS FORM OR ATTACH COMPUTERIZE FORM

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

M-----a-----l-----e-----s

F----e-----m----a----l----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Part B – Employee Statistics for the Consolidated Company (See instructions for this form on whether this part is required.)

M-----a-----l-----e-----s

F----e-----m----a----l----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

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PROJECT: VEGETATION MANAGEMENT
FOR STREAM RESTORATIONS
CONTRACT: VMSR-16
DATE: January 26, 2016

STORMWATER & GIS SERVICES DIVISION
DEPARTMENT OF PUBLIC WORKS
CITY OF DURHAM, NORTH CAROLINA

Appendix B Example Agreement

EXAMPLE CONTRACT FOR STREAM RESTORATION PROJECT INVASIVE EXOTIC VEGETATION TREATMENT

This contract is dated, made, and entered into as of the ____ day of _____, 20____, by the City of Durham (“City”) and ____ (“Contractor”), a corporation organized and existing under the laws of North Carolina.

Sec. 1. Background and Purpose. The City requires the removal and chemical treatment (“Vegetation Management”) of specified invasive and/or nuisance vegetation species (“Target Species”) from within the conservation easement areas of several stream restoration projects (“Project Areas”). Vegetation Management also includes “Vegetation Planting” work of furnishing, installing, and maintaining vegetation. Vegetation Planting involves planting bed and seedbed preparation, initial planting, plant establishment, seed dispersal, mulching, and replacement planting, as needed. Project Areas are located on City-owned and maintained property inside the City limits of Durham. As herein set forth in this contract, Vegetation Management services are expected to occur bi-annually (“Treatment Seasons”) for three consecutive years from the date of the contract for a total of six (6) Treatment Seasons.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. Contractor shall furnish all equipment, materials, labor, and supervision, as may be necessary to complete the Work as described in Exhibit 1 - SCOPE OF WORK FOR VEGETATION MANAGEMENT FOR STREAM RESTORATIONS. In this contract, “Work” means the services that Contractor is required to perform pursuant to this contract and all of Contractor’s duties to City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, Contractor shall obtain and provide, without additional cost to City, all certifications, labor, materials, equipment, transportation, facilities, services, signage, permits, and licenses necessary to perform Work. Any fees or charges for licenses, permits, registrations, and/or certifications required for the project shall be paid by Contractor. Contractor shall be responsible for all applicable safety and environmental considerations with regards to the application of any herbicides and operation of any equipment under this contract. All required equipment, items, and materials shall be obtained, maintained, and paid for by Contractor at no additional cost to City.

Sec. 5. Contractor’s Billings to City. Compensation. Contractor shall send invoices to City on a bi-annual basis upon achievement of the specified performance level at the termination of a Treatment Season for the amount to be paid under this contract. There shall be two invoicing periods per year over the course of the three year contract, for a total of six invoices, as described in the Payment Schedule in Exhibit 2 – PAYMENT AND FEE SCHEDULE. Invoices will not be submitted to the City until achievement of the performance level. Inspection Reports demonstrating satisfactory Work will be submitted to Contractor by City. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City, including but not limited to those items specified in Exhibit 1. Within twenty days after City receives an invoice, City shall send Contractor payment for all undisputed amounts contained in the invoice.

City shall pay Contractor for Work as follows: Contractor shall notify the City Project Manager after achievement of the specified performance level for a Project Area and shall provide the City Project Manager with required documentation. Within thirty (30) days of receiving documentation, the City Project Manager and/or a representative of the Stormwater and GIS Services Division of the Public Works Department will conduct an inspection of the Project Area to verify achievement of the specified performance level. Inspection Reports will be completed by City. If Work is deemed unsatisfactory or not in compliance with the performance level, the City Project Manager will notify Contractor and provide copies of Inspection Reports documenting unacceptable Work. Contractor shall conduct additional Vegetation Management at no additional cost to City until the performance level is achieved. Upon acceptance of the Vegetation Management for all Project Areas for a Treatment Season, the City Project Manager will notify Contractor in writing, will provide copies of all Inspection Reports, and the Contractor shall submit an invoice to the City Project Manager. City shall not be obligated to pay Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by Contractor of each payment from City under this contract, Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on Work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by Contractor from City under this contract, Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled “Prompt Payment to Subcontractors,” he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

- (i) the amount of interest due to the Subcontractor under subsection (a), and/or
- (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled “Prompt Payment to Subcontractors”) shall prevent Contractor at the time of invoicing, application, and certification to City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. **Insurance.** Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage’s and limits. The requirements contained herein, as well as City’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Durham as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Worker’s Compensation & Employers Liability – Contractor agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Professional Liability – Contractor agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

Environmental/Pollution – Contractor agrees to maintain Environmental/Pollution Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides as well as the negligent release of hazardous materials. Coverage may also be satisfied by endorsement to the Commercial General Liability policy with minimum limits of \$1,000,000/\$2,000,000.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Durham as its interest may appear’.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

Attn: Lance P. Fontaine, Ph.D.
Stormwater and GIS Services Division
Public Works Department
101 City Hall Plaza, Third Floor

Durham, NC 27701-3329

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham's Risk Manager.

Sec. 8. Performance of Work by City. If Contractor fails to perform Work in accordance with the schedule or Scope of Services, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, City shall give Contractor notice of its intention. Contractor shall reimburse City for additional costs incurred by City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract:

Exhibit 1 - SCOPE OF WORK FOR VEGETATION MANAGEMENT FOR STREAM RESTORATIONS
containing XX pages

Exhibit 2 – PAYMENT AND FEE SCHEDULE
containing XX pages

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

Lance P. Fontaine, City Project Manager
Water Quality Analyst
City of Durham, Stormwater & GIS Services Division
Public Works Department
101 City Hall Plaza
Durham NC, 27701
The fax number is (919) 560-4316
The phone number is (919) 560-4326
Email: Lance.Fontaine@DurhamNC.gov

Alex Johnson
Urban Forestry Manager
City of Durham, General Services Department
101 City Hall Plaza
Durham, NC 27701-3329
The fax number is (919) 560-1011
The phone number is (919) 560-4197
Email: Alexander.Johnson@durhamnc.gov

To the Contractor:

XXXX
XXXX
XXXX
XXXX
XXXX
XXXX
XXXX
XXXX

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery,

whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. E-Verify Requirements. (a) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

Sec. 13. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs,

personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(i) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 14. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 15. Defective Work and Materials. Contractor shall immediately remedy at its own expense all work that the City determines, in its sole discretion is not in accordance with this contract. Payment for work performed shall not be considered as acceptance of that work at any time before the work is inspected and found to be adequate.

Sec. 16. Subcontractors. With the exception of manual and/or mechanical removal methods for Vegetation Management, which may be subcontracted, Contractor shall not assign or subcontract any portion of this contract without the written consent of the City Project Manager. Contractor shall be held responsible for the faithful completion of that part of the work and the assignment or subcontracting shall not relieve the Contractor of any of the obligations or requirements under the contract.

Sec. 17. Licenses, Permits, and Certifications. Contractor shall utilize a North Carolina licensed and registered pesticide applicator with current and valid certification in Category A (Aquatic Pest Control) and Category L (Ornamental and Turf Pest Control).

Sec. 18. Changes to Work. City reserves the right to reduce areas where work is to be performed. Reductions in services shall result in a reduction of fee based on unit pricing as described in Exhibit 2. Pricing described in this contract and not associated with the change of Scope shall not be altered or invalidated. The City may request that Contractor perform additional work not explicitly covered in the Scope of this contract. Scope and unit cost of additional Vegetation Management and Vegetation Planting services shall be negotiated and agreed upon, in writing, by Contractor and City Project Manager prior to such work. Without advanced written consent, Contractor shall not be entitled to payment for such work, either on the principle of quantum merit, or unjust enrichment, extra work, or any other legal or equitable theory.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

By: _____

preaudit certificate, if applicable _____

CORPORATION

By: _____ (SEAL)

Title of officer: _____

(Affix corporate seal.)

State of _____
County of _____

ACKNOWLEDGMENT BY _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is (~~strike through the inapplicable:~~) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of _____ a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham. This the _____ day of _____, 20_____.

My commission expires:

Notary Public

Appendix C. Planting Specifications

General Conditions and Specifications for Vegetation Planting

- 1) The Vegetation Planting work covered by this section consists of furnishing, installing, and maintaining tree and shrub container vegetation and seed. Vegetation Planting includes planting bed and seedbed preparation, initial planting, plant establishment, seed dispersal, mulching, and replacement planting, as needed.
- 2) Tree and shrub species, quantities, and placement are to be based on the Container Vegetation Specifications provided. All material is to be planted in the appropriate Planting Zones as depicted on the Hillandale Golf Course Planting Zones plansheet.
- 3) Species and broadcast application rates for seeding are provided in Seed Mix Specifications. Permanent seed mix is to be applied to the entire project area as specified. The specified temporary seed mix is to be used to stabilize soil or prevent erosion, as needed. Application of temporary seed mix is to occur within 14 calendar days of soil disturbance or other event that would require soil stabilization.
- 4) All tree, shrub, and seed planting shall be performed in accordance with the specifications of the Landscape Manual for Durham, North Carolina (Revised April 3, 2013; <http://durhamnc.gov/DocumentCenter/View/1363>) and as described in the Container Vegetation Specifications and Seed Mix Specifications of this Appendix.
- 5) The planting stock for container vegetation should be sourced and grown in nurseries within 200 miles of the city. Plant stock may be obtained from nurseries beyond the 200-mile limit with approval by the City Project Manager.
- 6) Substitutions to specified plant species may only be used with prior approval by the City. Any alternative vegetation must be native North Carolina piedmont species of tree, shrub, fern, and graminod appropriate for the target habitat.
- 7) Contractor shall warrant a 1-year, 80% survival rate against defects including mortality and poor growth, except for defects resulting from abuse by other parties and abnormal weather conditions.
- 8) The planting of any species of fescue grass on site is prohibited.
- 9) Seedbed preparation: The seedbed shall be comprised of loose soil and not compacted. This may require light mechanical loosening of the soil.
- 10) Mulching: Seeded areas are to be protected by spreading straw mulch uniformly to form a continuous blanket (75% coverage) over seeded areas.

Container Vegetation Specifications

Overall Minimum Spacing for plantings: 12 inches with random species placement
Minimum Spacing between individuals of the same species: 24 inches
Quantity per acre: 300
Tree Caliper size: > 2 inches
Minimum Shrub Container Size: 5 gallons

ZONE 1 – Floodplain Shrubs

Must contain at least 4 of the following species. Substitutions are allowed pending City approval.

<u>Species Name</u>	<u>Common Name</u>
<i>Salix sericea</i>	Silky willow
<i>Viburnum nudum</i>	Possumhaw
<i>Carpinus carolineana</i>	Ironwood
<i>Itea virginica</i>	Virginia willow
<i>Cephalanthus occidentalis</i>	Buttonbush
<i>Cornus amomum</i>	Silky dogwood
<i>Alnus serrulata</i>	Tag alder

ZONE 4 – Upland Shrubs

Must contain at least 4 of the following species. Substitutions are allowed pending City approval.

<u>Species Name</u>	<u>Common Name</u>
<i>Ceanothus americanus</i>	New Jersey tea
<i>Callicarpa americana</i>	Beautyberry
<i>Ilex verticillata</i>	Winterberry
<i>Lindera benzoin</i>	Spicebush
<i>Vaccinium corymbosum</i>	Highbush blueberry

ZONE 5 – Upland Forest

Must contain at least 5 of the following species. Substitutions are allowed pending City approval.

<u>Species Name</u>	<u>Common Name</u>
<i>Myrica cerifera</i>	Wax myrtle
<i>Cornus florida</i>	Dogwood
<i>Cercis canadensis</i>	Eastern redbud
<i>Juniperus virginiana</i>	Eastern red cedar
<i>Ilex opaca</i>	American holly
<i>Oxydendrum arboreum</i>	Sourwood
<i>Quercus coccinea</i>	Scarlet Oak
<i>Ulmus americana</i>	American elm
<i>Sambucus canadensis</i>	Elderberry

Seed Mix Specifications

Seed Mix – Temporary

Winter Mix (August 16 – April 14) – 60 – 100 pounds/acre broadcast application rate

Must contain 50:50 ratio of the following species. Substitutions are allowed pending City approval.

<u>Species Name</u>	<u>Common Name</u>
<i>Secale cereale spp.</i>	Winter rye/rye grain
<i>Hordeum vulgare, or H. pusillum</i>	Barley

Summer Mix (April 15 – August 15) – 25 pounds/acre broadcast application rate

Must contain 50:50 ratio of the following species. Substitutions are allowed pending City approval.

<u>Species Name</u>	<u>Common Name</u>
<i>Pennisetum glaucum</i>	Browntop/Pearl Millet
<i>Elymus virginicus</i>	Virginia wild rye

Seed Mix – Permanent

25 pounds/acre broadcast application rate total (Grass portion + Herbaceous portion)

Grass portion – 12.5 lbs/acre

Must contain at least 4 of the following species. Substitutions are allowed pending City approval.

<u>Species Name</u>	<u>Common Name</u>
<i>Elymus virginicus</i>	Virginia wild rye
<i>Panicum virgatum</i>	Switchgrass
<i>Andropogon gerardii</i>	Big bluestem
<i>Chasmanthium latifolium</i>	Inland river oats
<i>Sorghastrum nutans</i>	Indian grass
<i>Schizachyrium scoparium</i>	Little bluestem

Herbaceous portion – 12.5 lbs/acre

Must contain at least 6 of the following species. Substitutions are allowed pending City approval.

<u>Species Name</u>	<u>Common Name</u>
<i>Rudbeckia hirta</i>	Blackeyed susan
<i>Coreopsis lanceolata</i>	Lance leaf tickseed
<i>Chamaecrista fasciculata</i>	Partridge pea
<i>Asclepias tuberosa</i>	Butterfly weed
<i>Monarda punctata</i>	Spotted beebalm
<i>Helianthus angustifolius</i>	Swamp sunflower
<i>Echinacea purpurea</i>	Cone flower
<i>Helianthus maximilianii</i>	Maximilian's sunflower
<i>Gaillardia pulchella</i>	Indian blanket
<i>Juncus effusus</i>	Soft rush
<i>Rudbeckia laciniata</i>	Cutleaf coneflower

REVISIONS

Hillandale Golf Course
Planting Zones

BEGIN CONSTRUCTION
STATION 10+00 - TRIB



Stantec

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PROJECT REFERENCE NO.	SHEET NO.
	PL-5
PROJECT ENGINEER	

REVISED 2-10-04
REMOVE CONSTRUCTION FROM ROW.



AREA C

AREA A

AREA B

END ALIGNMENT
STATION 17+03 - TRIB
= STATION 25+18.79 - MAIN

BALL AND BURLAP PLANTING

INFORMATION ONLY.
NOT TO BE PLANTED
UNDER THIS CONTRACT.

1. POSSUMHAW	11. RED CHOKEBERRY	21. DOGWOOD	31. DOGWOOD
2. RIVER BIRCH	12. STEEPLE BUSH	22. SCARLET OAK	32. EASTERN REDBUD
3. RED CHOKEBERRY	13. STEEPLE BUSH	23. EASTERN REDBUD	33. EASTERN REDBUD
4. TAG ALDER	14. RHODODENDRON	24. RIVER BIRCH	34. DOGWOOD
5. RIVER BIRCH	15. BEAUTYBERRY	25. DOGWOOD	
6. GREEN ASH	16. RHODODENDRON	26. RHODODENDRON	
7. RIVER BIRCH	17. AMERICAN HOLLY	27. RHODODENDRON	
8. SCARLET OAK	18. SCARLET OAK	28. EASTERN REDCEDAR	
9. ELDERBERRY	19. RIVER BIRCH	29. EASTERN REDCEDAR	
10. POSSUMHAW	20. RIVER BIRCH	30. EASTERN REDCEDAR	

LEGEND

ZONE 1	FLOODPLAIN SHRUBS	ZONE 4	UPLAND SHRUBS
ZONE 2	FLOODPLAIN FOREST	ZONE 5	UPLAND FOREST
ZONE 3	FLOODPLAIN LOW SHRUBS	ZONE 6	UPLAND LOW SHRUBS
		ZONE 7	POCKET WETLANDS

NOTES

- SEE SPECIAL PROVISIONS FOR SPECIES AND TYPE OF PLANT MATERIAL. SEE DETAILS FOR PLANTING INSTRUCTIONS.
- AREAS ADJACENT TO CART PATHS AND AREAS WITHIN EASEMENTS SHALL BE MAINTAINED AS ROUGH. (> 6 IN.)

AREA HAS BEEN PLANTED
NOT INTENDED TO BE PLANTED
UNDER THIS CONTRACT

MATCHLINE SHEET PL-4
STATION 20+47 MAIN

MATCHLINE SHEET PL-6
STATION 30+78 MAIN

PLANTING PLANS	ELIETTE CREEK
	HILLDALE GOLF COURSE
	DURHAM
CGM	
ENR	82604