

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter "Union," and LOCUST PROPERTY MANAGEMENT, LLC, a North Carolina limited liability company, whose address is 2308 Unionville Indian Trail Road West, Indian Trail, NC 28079, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain landscape restoration services;
and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services in accordance with, and as further described in (i) Union's Request for Proposal No. 2025-024R, "Landscape Restoration Services" (the "RFP"); and (ii) Contractor's proposal (the "Proposal"), which are each attached and incorporated herein by reference (hereinafter, the "Services"), to the extent they do not conflict with the terms and provisions of this agreement document. The contract documents shall be comprised of this agreement document (pages 1-6), the RFP, and the Proposal (collectively referred to herein as the "Agreement"). In the event of any conflict among the contract documents, the RFP shall govern over the Proposal, and this agreement document (pages 1-6) shall govern over the RFP and the Proposal. In performing the Services, Contractor shall comply with all applicable laws. Union is not obligated by this Agreement to purchase any minimum amount of Services.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor for performance of the Services in accordance with the unit pricing set forth in the Proposal. Contractor shall invoice Union for Services after completion of any Services completed pursuant to Section 1 herein. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Department. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of three (3) years (the "Initial Term"). Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to two (2) additional one (1)-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this

Agreement (“the Documents”), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the “Act”), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

5. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

6. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

7. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding the location and operation of Contractor’s business and regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor’s income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor’s own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS’ COMPENSATION. No workers’ compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers’ compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become

due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

LOCUST PROPERTY MANAGEMENT, LLC

By: _____ (SEAL)

Approved as to Legal Form RLM

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

Deputy Finance Officer

Exhibit A
Insurance Requirements

I. BASIC INSURANCE REQUIREMENTS. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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II. ADDITIONAL INSURANCE REQUIREMENTS.

A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
- Department: Water & Wastewater
Contract #: 9886
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
- Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.



Request for Proposal No. 2025-024R

Landscaping Restoration Services

Due Date: June 26, 2025
Time: 10:00 AM Local Time
Submittal Location: Electronic Submission
Union County Government Center
Procurement and Contract Management Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Proposal Conference

Date: April 28, 2025
Time: 10:00 AM Local Time
Location: 4600 Goldmine Road, Monroe NC 28110

Procurement Contact

Kyle Hodge
Procurement Specialist
704.283.3631
Kyle.Hodge@unioncountync.gov

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2025-024 Landscaping Restoration Services

Electronic proposals will be received by the Union County's Procurement and Contract Management Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112, until **10:00 AM Local Time on June 26, 2025.**

Union County, North Carolina, through the Union County Water Department, is seeking proposals from qualified landscaping contractors to provide various landscaping restoration services in Union County.

RFP No. 2025-024 may be examined at the Union County Government Center, Procurement and Contract Management Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below:

1. Download the Solicitation Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:
<https://evp.nc.gov/solicitations/> (Search County of Union)

A Non-Mandatory, Pre-Proposal Conference & Site Visit will be held on April 28, 2025 at 10:00 AM Local Time at the Operations Center, 4600 Goldmine Road, Monroe NC 28110. Representatives from the Union County Water Department will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (kyle.hodge@unioncountync.gov) no later than June 19, 2025, at 3:00pm.

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such a selection deemed in its best interest.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

End of Advertisement

2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE

All Proposals are to be received electronically by the Union County Procurement and Contract Management Department no later than June 26, 2025 at 10:00 am per the instructions below. Any proposals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. The proposal must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Select the solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal as one (1) complete document, and select submit. The maximum accepted size is 30 MB. A delivery notification email, from LF-Forms@co.union.nc.us, will be sent as your confirmation of receipt.

Paper submissions and/or email submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest, cancel this solicitation and award to multiple vendors.

2.3 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Proposal Conference will be held on April 28, 2025 at 10:00am Local Time at the Union County Operations Center, 4600 Goldmine Road, Monroe, NC 28110.. Representatives from Union County Water will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged.

2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before June 19, 2025, at 3:00 PM Local Time. The primary purpose of this is to provide participating vendors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Kyle Hodge at kyle.hodge@unioncountync.gov by the deadline shown above. The email should identify the proposal number and title. All questions and answers may be posted as addenda on the Union County Website or the State of North Carolina eVP Website as indicated on the advertisement page.

2.5 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this RFP, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C, Addendum and Anti-Collusion Form.

2.6 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

3 INTRODUCTION

3.1 COUNTY

The County (estimated population 256,452) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Union County is seeking proposals from qualified landscape contractors to provide various landscaping repair work resulting from Union County Water utility repair activities in Union County.

4 SCOPE OF WORK

This proposal addresses various landscaping repair work resulting from Union County Water utility repair activities. The scope will typically be to complete landscaping following a water or sewer repair but may include placement and compaction of backfill or other related work.

1. All work must begin within ten (10) days of notification by Union County.
2. All work must be performed in a neat and professional manner that is aesthetically pleasing in order to restore damaged area to "original condition".
3. No payment will be made for temporary closure or re-excavation of work areas.
4. The Contractor shall have sufficient resources (manpower, supervision, and equipment) necessary to perform work to the specifications.
5. No additional work or deviation from the project assignments shall be allowed without
6. Work requested by the property owner, which is not part of the approved assignments/specifications, must be contracted between the property owner and the Contractor. Any additional work by the Contractor for the homeowner shall not begin until

all of Union County's work has been completed and accepted. Union County will not be responsible for payment of any additional work performed by the Contractor for property owners. The Contractor shall not suggest or recommend additional work to the property owners during the performance of the work contracted with Union County. The Contractor will immediately correct problems associated with his/her faulty or poor workmanship at his/her own expense.

7. No guarantees will be made of size, amount, or quantity of any specified work orders/projects.

4.1 COMPLAINT RESOLUTION PLAN

The Contractor must provide a supervisor to be available by phone 24 hours a day, 7 days a week to answer emergency calls related to the Contractor's work and job sites.

The Contractor must respond immediately when called with emergency situations involving job site safety; unsafe traffic control; ingress/egress concerns or other potentially dangerous situations caused by the Contractor's work.

Non-emergency complaints regarding the Contractor's work/workmanship must be responded to within 24 hours.

4.2 EMERGENCY WORK

Union County Water Department may require repairs to be made immediately due to major roadway damage or other unforeseen circumstances. These projects (work orders) will be of the upmost priority and shall be completed immediately. Contractor will be notified of any emergency repairs as they exist by Union County Water representative.

4.3 CONFORMITY WITH WORK ORDERS AND SPECIFICATIONS

The Contractor shall employ sufficient labor and equipment for executing the work to full completion in the manner and time required by these specifications.

The Contractor will be required to execute the work in a continuous and uninterrupted manner upon notification by Union County Water Department via fax, email, or phone on each location. It will be the responsibility of the Contractor to keep Union County Water Department informed of his/her schedule, work plan, and progress and to submit weekly reports in an electronic format approved by Union County Water Department of work order status to the appropriate Union County Water representative.

Any person employed by the Contractor or by any Subcontractor during the life of this project who, in the opinion of Union County Water Department, does not perform his/her work in a proper and skillful manner or is disrespectful, intemperate, or disorderly shall, be removed forthwith by the Contractor or Subcontractor from the project, and shall not be employed again without prior approval.

The supervisor of the crew at a minimum shall speak fluent English as to have the ability to communicate with Union County Water Department staff and/or the resident.

In the event Union County Water Department finds the materials or the finished product in which the materials used or the work performed have resulted in an inferior or unsatisfactory

product, the work or materials shall be removed and replaced by the contractor at no cost to Union County.

All equipment which is proposed to be used for the work of this contract is to be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway or other public or private property will result from its use.

4.4 GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by Union County and shall replace any portions that fail because of faulty materials or workmanship at no additional cost. Items repaired under the provisions shall have an extended warranty period of one (1) year from the date of repair of the item.

4.5 PROJECT (WORK ORDERS)

A project shall be defined as work orders and/or the construction services to be performed at a specific location(s). Union County Water will submit a work order (standard form) to the contractor via email indicating location, type of work to be performed, approximate size area, any special conditions, and contact information.

4.6 ADJUSTMENT OF MANHOLES, METER AND VALVE BOXES

The contractor may request Union County Water to adjust manholes, meter boxes, valve boxes, etc. prior to project completion. This will be completed at no cost to the contractor if adjustments to the above items are due in part to Union County Water Department's construction activities. Any damage to these structures as a part of the contractor's project completion will be charged against the paid sum for that project.

4.7 RETURN OF COUNTY-OWNED TRAFFIC CONTROL DEVICES

There may be occurrences where Union County Water Department has left traffic control devices at the work site for the protection of the public. It shall be the contractor's responsibility to return such equipment to the Union County Water Department Operations Center, 4600 Goldmine Road Monroe, NC 28112, at no charge to Union County.

5 SPECIFICATIONS

5.1 LANDSCAPING

Description: The work covered by this special provision includes:

5.1.1 SEED AND MULCHING:

- Fine grading (to include removal of unsuitable material) to match existing grades and maintain drainage.
- Furnishing, placing, and covering with pelletized lime and fertilizer (10-10-10) and seed at manufacturer's recommended coverage rate.
- Acceptable seed mixtures are as follows:
 - Rebels Tall Fescue Mixture at a rate of 8 lbs. per 1,000 SF
 - Rebels Southern Classic Blend at a rate of 8 lbs. per 1,000 SF
 - Other approved fescue blends at rates of 8-10 lbs. per 1,000 SF

- Cover area with straw blanket of clean wheat straw or similar approved netting material – securing properly. Straw shall be applied at a rate that allows for proper shading of new grass, but not too thick as to mat and prevent grass growth. 50%-70% coverage of straw is acceptable. In ditch line areas where concentrated water may flow, Union County Water may require the placement of excelsior type matting. Seedbed preparation and the application of lime, fertilizer, and seed shall be performed as normal. Matting shall be installed and stapled as required.
- Removal of any damaged existing sod utilizing a sharp-edged tool (sod knife) to cut a clean edge along the repair area.
- Scarify the soil to a depth of 4-inches minimum to provide for adequate root growth. The repair area should be free of large rocks, dirt clods, and other objectionable material.
- Fine grading (to include removal of unsuitable material) to match existing grades and maintain drainage
- Replace entire disturbed area with fresh sod to match existing area and sod type. If multiple sections of sod are required, stagger the joints.

5.1.2 OTHER

- Other operations necessary for the permanent establishment of grasses and legumes on lawns, shoulders, slopes, ditches, and on all earth areas disturbed by construction due to Union County Water activities.
- Any shrubs, flowers, plantings, etc. which may require replacement shall only be replaced upon approval from Union County Water.
- Contractor is required to make contact with property owner(s) to discuss proper care and maintenance procedures necessary to ensure establishment of sod, grasses, legumes, plantings, etc. Door hangers, brochures, flyers, etc. is the preferred method to inform property owners of the necessary care and maintenance requirements. Please provide Union County Water a copy of any door hangers/brochures/flyers to be used for approval.
- Initial watering of sod, grasses, and legumes may be necessary to ensure proper establishment. This requirement, if necessary, will be at the expense of the contractor.

Measurement: The quantity of sod and/or seed placement to be paid for will be the actual number of square feet measured along the surface of the ground, which has been completed and accepted. The quantity of shrubs, flowers, plantings, etc. to be paid for will be the actual number of plantings which have been installed and accepted.

The quantity of sod and/or seed placement, measured as provided above, will be paid for at the contract unit price per square foot. Such payment will be full compensation for all work covered in this special provision, including fine grading, soil preparation, furnishing and applying seed/sod, fertilizer, and other materials. Replacement of shrubs, flowers, plantings, etc. shall be paid at cost of materials. Labor associated with the installation of shrubs, flowers, plantings, etc., shall be paid at the contract unit price (percentage (%) above purchase price of plantings). Payments will be made under:

Sod.....SF

Seed and Mulching - SF Shrubs, flowers, plantings, etc.....At Cost

Installation -- Shrubs, flowers, plantings, etc..... %

5.2 TRAFFIC CONTROL

The Contractor is responsible for notifying the Union County Communications (Police & Fire) and NCDOT of any work where the number of travel lanes is reduced from normal conditions.

The Contractor shall install advance warning signs for the project(s) as necessary. The Contractor shall begin construction activity on a street on the scheduled date for the closing of the travel lane.

During daily construction work hours, the Contractor will maintain at least one lane of traffic. During periods of construction inactivity, all lanes of traffic will be open unless otherwise specified.

Contractor will not be required to obtain NCDOT Encroachment Agreements, while working within NCDOT Right-of-Ways, prior to any work related to this contract as a result of Union County Water construction activities. However, Contractor must comply with the requirements set forth in the NCDOT Encroachment Agreement.

Traffic control will be carried out by the Contractor based upon the latest NCDOT Traffic Control Provisions. Union County Water will not be responsible for any violation of NCDOT traffic control procedures or any damages as a result thereof. The Contractor shall be thoroughly familiar with the latest edition of the Manual on Uniform Traffic Control Devices, the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures. All traffic control devices and procedures shall conform to the above standards as applicable.

The Contractor shall use flagger control in accordance with all NCDOT flagger control training and standards.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants during repair(s).

The Contractor shall not work on both sides of the road simultaneously within the same area unless approved by Union County Water Department.

The Contractor shall mark all hazards within the work area limits with well-maintained signs, barricades, warning and/or channelizing devices.

Traffic Control Devices: The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic in accordance with NCDOT requirements. The Contractor shall notify NCDOT before installation, removal or relocation of any permanent signs within the right-of-way. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are re-installed.

Pedestrian Considerations: The Contractor shall accommodate the needs of all pedestrians.

Equipment and Material Storage: During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor properly so as not to disturb the public or as deemed necessary by NCDOT. The Contractor shall not disturb any traffic signal equipment without prior written approval from NCDOT and notification to Union County Water.

Measurement: Traffic Control shall be measured as a unit price for each work order issued where traffic control is necessary.

Payment: Payment will be made under "Traffic Control". Only one traffic control payment shall be made per work order, if necessary for proper completion and worker/public safety.

Traffic Control.....EA

5.3 SELECT MATERIAL

Description: Work covered in this special provision consists of furnishing, placing, and compacting select material as directed.

It is anticipated that select material will be used as structural backfill to replace soil deemed unsuitable. The Contractor shall not remove soil from the Project without approval from Union County Water. Select material shall not be used without prior Union County Water consent.

Materials: Select material shall meet the requirements of NCDOT Standard Specifications for Roads and Structures, with written approval and without additional compensation, a higher class of material than stated in the plans or specifications may be substituted.

Measurement: The cost to furnish, haul, place and compact select material that meets the requirements will be included in the lump sum price bid for "Select Material". Where select material is used, the quantity of select material to be measured and paid for will be the actual number of tons of select material, weighed in trucks on certified platform scales or other certified weighing devices that have been hauled to the job site and incorporated into the completed and accepted Project.

If the Contractor brings select material onto the Project for its own convenience, that material will not be measured or paid for as Select Material.

Payment: Select material, measured as provided above, will be paid for at the contract unit price per ton for "Select Material". Such payment will be full compensation for all work covered by this special provision, including but not limited to furnishing, hauling, placing and compacting select material.

Payment will be made under:

Select MaterialTN

Mobilization: The Contractor shall be paid a mobilization fee for each project site as a minimum payment. A work order may contain one or more project sites for repair. This fee is in addition to work completed and paid by other unit prices. If projects are within one (1) mile (as measured by roadways) of other projects, only one (1) mobilization charge will apply. If projects are more than one (1) mile apart, Contractor shall be paid mobilization for each project

on the work order. Union County Water has established a mobilization charge for each project to be \$300.00 per site. If a Contractor believes that this mobilization fee does not accurately reflect his mobilization costs, additional compensation needs to be placed on other unit price items.

6 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

6.1 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent’s materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

6.2 PROPOSAL FORMAT

The County desires all responses to be identical in format in order to facilitate comparison.

While the County’s format may represent a departure from the Offeror’s preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to Section 2.2.

Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

The utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Proposals must not exceed 25 pages, 8 1/2" x 11" with one (1) inch margins typed with Arial or Times New Roman font, and text size minimum of eleven (11) points. All proposals must include titles that correspond with the bolded sections and subsections to which the information pertains. *Charts and screenshots are not restricted to formatting requirements; however, please use your judgment for decipherability. Resumes do not count against the 25 total proposal pages.*

The RFP should include a response to each of the following criteria. **Failure to address each area could result in rejection of a proposal.** Please provide a table of contents in the format of the proposal requirements identifying each section and subsection. Include examples of procedures, reports, or other information where applicable.

The proposal should be organized and identified by sections using labeled titles:

- **Section A** – Cover Letter
- **Section B** – Company and Qualifications
- **Section C** – Project Approach
- **Section D** – References
- **Section E** – Required Forms
 - Appendix A – Cost Form
 - Appendix B – Proposal Submission Form
 - Appendix C – Addenda Receipt and anti-Collusion

Omissions and incomplete answers may be deemed unresponsive.

6.2.1 SECTION A – COVER LETTER

The cover letter shall briefly introduce your firm, principal in charge, and area(s) of experience in which your firm is seeking consideration. Also, include the following:

- Expression of firm's interest in the work.
- Statement of whether firm is on register with the Secretary of State.
- Legal company name and DBA (if applicable).
- Corporate headquarters' address, phone number and Website address.
- Location Providing Service (if different from headquarters), address and telephone number.
- Required: Name of single point of contact, title, direct telephone number and/or extension and direct email address.
- Name of person with binding authority, title, address, direct telephone number and/or extension and email address.

- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its Statement of Qualifications:
 - “The information contained in this SOQ or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This SOQ includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

6.2.2 SECTION B – COMPANY AND QUALIFICATIONS

This section provides each company with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other companies. Careful attention should be paid to providing information relevant to Union County needs.

- Provide company history, and number of years in business under the current organizational name, structure and services offered.
- Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.
- How many public sector (cities and counties) clients does your company have?
- Provide a management organization chart of your company including director and officer positions and names and the reporting structure.
- Are audited or otherwise verifiable financial statements available upon request?
- Is the bidder’s organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services.
- Recent results of client feedback (survey results, comments, etc.) for a similar service.

6.2.3 SECTION C – PROJECT APPROACH

- Provide a detailed description of a work plan and the methods to be used that will demonstrate to the County what the Vendor intends to do, the timeframes necessary, and how the work will be completed. This includes a daily operating schedule.
- Describe the communications scheme that the organization will use to keep the County informed about the progress of the project.
- Provide a list of equipment that will be used during this contract.

6.2.4 SECTION D - REFERENCES

List three (3) client references with which you have had contracts currently or within the past three (3) years for this service. Please provide the following for each client:

- a. Name of Company/Government Entity
- b. Address
- c. Project Name
- d. Contact Name and Title
- e. Phone Number
- f. Email Address
- g. Length of Service

6.2.5 SECTION E – REQUIRED FORMS

Offerors must include signed copies of the following documents in this section:

1. Appendix A – Cost Form

2. Appendix B – Proposal Submission Form (signed)
3. Appendix C – Addenda Receipt and Anti-Collusion (signed)

7 EVALUATION CRITERIA AND SELECTION PROCESS

7.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

7.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Evaluation Criteria	Weights
Company Background, Qualifications, and Experience	40%
Staff Experience and Service	20%
Cost Schedule	30%
Compliance with Submittal Requirements	10%

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Evaluation Criteria	Weights
Proposed Approach and Staff	65%
Price, Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

7.3 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification.

The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms.

More than one proposal from an individual, Offeror, partnership, corporation or association under the same or different names, will not be considered.

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 TERMS AND CONDITIONS

The contract award may have an initial term of three (3) years with two (2) one-year renewal options at the County's discretion, pending annual budget approval.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

8.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the Proposal shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service.

8.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the proposal by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

8.4 EXCEPTION TO THE RFP

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

8.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Offeror may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted.

8.6 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

8.7 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed as a whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the

benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

8.8 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

8.9 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

8.10 DRUG-FREE WORKPLACE

During the performance of this Request, the Firm agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.11 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS' COMPENSATION

(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where contractor has three or more employees) covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

- B. **COMMERCIAL GENERAL LIABILITY**
(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.
- \$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit
\$5,000 Medical Expense Limit
- C. **COMMERCIAL AUTOMOBILE LIABILITY**
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)
- \$1,000,000 Combined Single Limit - Any Auto
- D. **PROFESSIONAL LIABILITY**
(for any agreement providing professional services such as engineering, architecture, surveying, consulting services, etc.)
- \$1,000,000 Claims Made
- Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.
- E. **POLLUTION LIABILITY INSURANCE**
(for any agreement involving the clean-up or transportation of pollutants)
- \$1,000,000 Claims Made
- Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.
- F. **NETWORK SECURITY & PRIVACY LIABILITY (CYBER)**
(for any agreement involving software applications)
- \$1,000,000 Claims Made
- Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.
- G. **Builder's Risk**
(for any agreement involving above ground construction projects)
Amount of Contract

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right to recovery or subrogation against Union County (including its officers, agents and employees)
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County
Attn: Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8.12 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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9 APPENDIX A – COST FORM

RFP 2025-024 Landscape Restoration Services

Name of Company Submitting Proposal: _____

All shrubs, flowers, plantings, etc. shall be charged to Union County at cost. Contract must provide invoice of purchase to Union County for verification.

Proposal must include pricing for Landscaping and Miscellaneous as outlined below. Complete both sections below. Do not add additional information or include exceptions.

Landscaping	Estimated Quantities	Unit of Measure	Unit Price	Extension
Sod & Installation	2,500	SF		
Seeding/Mulching & Installation	10,000	SD		
Mobilization	50	EA	\$300.00	\$15,000.00

Miscellaneous	Unit of Measure	Price
Traffic Control	EA	
Select Material	TN	

10 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2025-024 Landscape Restoration Services

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-proposal this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

RFP 2025-024 Landscape Restoration Services

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

12 APPENDIX D – TEMPLATE CONTRACT

RFP 2025-024 Landscape Restoration Services

DO NOT SUBMIT WITH PROPOSAL

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SECTION A - COVER LETTER

Locust Property Management, LLC
2308 Unionville Indian Trail Rd West
Indian Trail, NC 28079
(704) 267-0367
locust1landscaping@gmail.com

Locust Property Management, LLC is pleased to submit this proposal in providing Land Restoration services for Union County, NC. With over 35 years of experience in land restoration and commercial property care, our company is committed to delivering detailed, professional results- particularly in restoring or enhancing land impacted by construction or other land disturbances. Locust Property Management, LLC is a North Carolina registered firm in good standing with the Secretary of State.

Our principal in charge with binding authority and single point of contact is:
Katina Livingston
Grounds Maintenance Director
(704) 267-0367
locust1landscaping@gmail.com

"The information contained in this SOQ or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This SOQ includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts."

SECTION B - COMPANY AND QUALIFICATIONS

Locust Property Management, LLC brings over 35 years of experience in landscape restoration and grounds maintenance. Operating under its current organizational name and LLC structure, the company has provided services to a wide range of properties- from small residential to large-scale commercial grounds.

The company offers a variety of services through its dedicated divisions, including mowing, debris removal, lawn care, pest control and land restoration.

While operating independently, Locust Property Management has no parent companies, subsidiaries, or affiliates. The firm currently services county-level clients throughout North Carolina in the public sector.

The organizational structure includes Katina Livingston as Owner and Director of Grounds Maintenance, Whitney Mitchell as Operations Manager, and Timothy Livingston overseeing the Land Restoration division, which falls under the broader Grounds Maintenance department. Audited and verifiable financial statements are available upon request. The company is not involved in any pending litigation that would impact its ability to deliver or maintain its services. Recent client feedback highlights the company's strong attention to detail, customer satisfaction and thorough follow-through in both restoring and maintaining grounds, reflecting a high level of satisfaction with its performance.

SECTION C - PROJECT APPROACH

For land restoration services, Locust Property Management, LLC operates on a responsive, project-based work plan tailored to meet the needs of the County. Work Orders are scheduled as they are received, allowing for efficient task management and timely service.

A typical daily operating schedule includes preparing and completing seed and mulch repairs, as well as prepping sites for sod installation. This advance prep allows us to place sod orders for the following day or soon after, at which we return to the site to complete the sod restoration. We reserve four days per week specifically for land restoration work, but our team remains available 24 hours a day, 7 days a week for emergency repairs. Because we are committed to quality service, we carefully inspect sod conditions before installation; if weather has affected the quality of available materials, we will postpone the job to avoid using substandard products. In cases requiring multiple site visits, we communicate directly with the client on site to explain the restoration plan. Additionally, we leave customers with maintenance instructions to ensure the longevity and success of the restored landscape

To maintain clear communication with the County throughout the duration of each project, Locust Property Management ensures reliable contact via both email and telephone. Our team guarantees a response within 24 hours of any County inquiry or update request, ensuring that all parties remain informed and aligned.

For this contract, we plan to utilize a variety of specialized equipment essential for effective land restoration. This includes, but is not limited to, tillers, cultivators, cutters, trimmers, blowers, measuring tools and hand compactors. These tools allow us to restore grounds thoroughly and efficiently, returning them to their original condition.

SECTION D - REFERENCES

1. Union County Public Works
Union County, NC
Land Restoration
Richard Baker
Utility Service Manager
(704) 239-1461
Richard.Baker@unioncountync.gov
8 Yrs
2. Manna's Lawncare and Handy-Man Service
Charlotte, NC
Grounds Maintenance
Lawrenson Nicholas
(704) 904-2264
20 Yrs
3. New Beginnings Church
Matthews, NC
Seasonal Lawn Restoration
Monica Keys
(704) 567-2900
mkeys@nbccministries.org
25 Yrs

9 APPENDIX A – COST FORM

RFP 2025-024 Landscape Restoration Services


Name of Company Submitting Proposal: Locust Property Management, LLC

All shrubs, flowers, plantings, etc. shall be charged to Union County at cost. Contract must provide invoice of purchase to Union County for verification.

Proposal must include pricing for Landscaping and Miscellaneous as outlined below. Complete both sections below. Do not add additional information or include exceptions.

Landscaping	Estimated Quantities	Unit of Measure	Unit Price	Extension
Sod & Installation	2,500	SF	\$4.75	\$11,875
Seeding/Mulching & Installation	10,000	SD	\$2.25	\$22,500
Mobilization	50	EA	\$300.00	\$15,000.00


Miscellaneous	Unit of Measure	Price
Traffic Control	EA	\$225
Select Material	TN	\$195


Katina Livingston


10 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2025-024 Landscape Restoration Services

This Proposal is submitted by:

Company Legal Name:	Locust Property Management, LLC
Representative Name:	Katina Livingston
Representative Signature:	
Representative Title:	Owner
Address:	2308 Unionville Indian Trail Rd West
City/State/Zip:	Indian Trail, NC 28079
Email Address:	locust1landscaping@gmail.com
Phone Number:	704-267-0367
Website Address:	

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-proposal this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name:	Katina Livingston
Title:	Owner
Signature:	
Date:	June 24, 2025

11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

RFP 2025-024 Landscape Restoration Services

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check this information.

Addendum No.	Date Downloaded
N/A	N/A

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: Locust Property Management LLC
Name: Katrina Livingston
Title: Owner
Email Address: locust1landscaping@gmail.com
Signature: Katrina Livingston
Date: June 24, 2025