

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

CONTRACT BETWEEN THE CITY OF DURHAM AND
DIXIE LAWN SERVICE, INC. FOR
RIGHT OF WAY MAINTENANCE

This contract is made and entered into as of the ___ day of _____, 2013, by the City of Durham (“City”) and Dixie Lawn Service, Inc. (“Contractor”), a corporation organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. The Contractor shall, with skill and diligence, do all the work and furnish all the labor and materials, except as herein otherwise provided, for right-of-way maintenance, including mowing; limited sidewalk and curb edging; string trimming around signs, poles, fire hydrants and guard rails; herbicide application where authorized to control weeds along guard rails, utility boxes, signs, steel or chain link fencing, sidewalks; and litter and debris removal on internal municipal and state streets, overpasses and underpasses, interstate highways both divided and undivided, primarily inside the City limits of Durham for three consecutive years as herein set forth in this contract.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall furnish all licensing, equipment, materials, labor and supervision, as may be necessary to provide for right-of-way mowing and litter and debris removal, as mutually scheduled with the City of Durham, primarily inside the City limits of Durham, for three consecutive years. The Contractor will abide by Department of Transportation regulations for working on an interstate highway. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the 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. Verification of equipment used by contractor to complete contractual work may be required before bid is accepted.

This is a service contract to provide the above services required by the City beginning upon execution and ending December 31, 2015.

Sec. 3. Compensation. The City shall pay the Contractor for the Work as follows: The City of Durham shall pay an amount per individual cycle, as referenced in EXHIBIT A, entitled, “Scope of Services”, in each calendar year of the contract. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this agreement.

Sec. 4. Payment Terms. The Contractor shall send an invoice to the City upon completion of each cycle of Work for payment pursuant to this contract. The invoice shall document, to the reasonable satisfaction of the City, such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

Sec. 5. Prompt Payment to Subcontractors. (a) Within seven days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes sub consultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than seven days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor

interest, beginning on the eight 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 the Contractor at the time of invoicing, application, and certification to the 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. 6. Insurance. The Contractor shall maintain insurance not less than the following:

(a) Commercial General Liability, covering premises/operations products/completed operations broad form property damage contractual liability independent contractors, if they are used in the performance of this contract

(b) City of Durham must be named additional insured, and an original of the endorsement to affect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)

(c) Combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year

(d) Automobile Liability Insurance, covering owned, hired or borrowed vehicles, employee vehicles, if used in performance of this contract

(e) Combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year

(f) Workers' Compensation Insurance, covering statutory benefits covering employees; covering owners, partners, officers and relatives (who work on this contract)

(g) Employers' liability, \$1,000,000.

Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

(h) Companies authorized to do business in the State of North Carolina

(i) Companies with Best rating of A-VIII or better

(j) Insurance shall be evidenced by a certificate:

(k) Providing notice to the City of not less than sixty days prior to cancellation or reduction of coverage

(l) Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

Sec. 7. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, 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, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. 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, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Facilities Operations Manager
City of Durham, General Services Department
101 City Hall Plaza
Durham, NC 27701
The fax number is (919) 560-1011.

To the Contractor:

James M. McHenry, Jr., VP
Dixie Lawn Service, Inc.
PO Box 6219
Gastonia, NC 28056
The fax number is (704) 866-4714.

(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 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. 9. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnities 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 Indemnities 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). "Indemnities" 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 Indemnities 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 Indemnities.

Sec. 10. Miscellaneous

(a) Choice of Law and Forum. 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 section.

(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 there under, 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) 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) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) 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 EEO provisions. (2) The Contractor

shall in all solicitations or advertisement 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. (3) 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. (4) 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. (5) 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.

(i) SDBE. The Contractor shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter 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 chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter

is binding on the Contractor. Section 26-10(f) of that chapter 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 fourteen 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 Chapter 26 and not to the Contractor's alleged violations of other obligations.

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

(k) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (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) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

(l) 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 the City Manager or a deputy or assistant City Manager signs it for the City. 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.

(m) 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.

(n) Performance Bonds. The Contractor shall be required to enter into the proposed Contract with the City of Durham, North Carolina, and furnish a performance bond and a labor and materials payment bond acceptable to the City of Durham, and executed by a surety company licensed to do business in the State of North Carolina, in an amount equal to one hundred percent of the Contract sum. Performance Bond and Payment Bond forms are included at the end of this specification. The Performance Bond and

Payment Bond shall be required in the dollar amount required for each year. A new Performance Bond and Payment Bond will need to be issued each year of the Contract to account for any cost increases allowed by the Contract.

Sec. 11. Unit Quantities. (a) It is hereby agreed that the preliminary measurements and estimated quantities are not necessarily correct and that payments to be received by the Contractor shall be the actual quantities developed by the work at the unit prices contained in this Contract or as otherwise provided. (b) If any specifications or estimates are erroneous that were in the information made available to the contractor by the City, and the error was caused by professional opinion provided to the City by an independent engineer or engineering firm (“independent” meaning that the engineer is not an employee of the City) then the contractor shall make no claim against the City or its employees, officers, or officials for any damage or loss suffered by the Contractor in reliance on those specifications or estimates, except nothing in this Section is intended to limit the Contractor’s rights under Section 4.

Sec. 12. Contract Extensions. The City reserves the right to extend the Contract upon the same terms and conditions for a period equal to the original contract. Such extensions of work may be at any point where extensions are authorized by agreement of both parties.

Sec. 13. Contract Changes. It is agreed that the City, acting through the Director or designee, shall have the right to determine the amount of work to be done under this Contract and may, at any time, make any changes and may increase or decrease the quantity of work to be done or may entirely exclude any of the items or work without thereby altering or invalidating any of the prices named in this Contract in any respect.

Sec. 14. Additional Work and/or Materials. The City, acting through the Director or designee may require the contractor to do additional Work which does not appear in the Proposal at fixed unit prices but which may be found necessary to complete the proper prosecution and completion of the Work. Payment will be made based upon the extra work item found in the General Specification Section of this Contract. No work or labor shall be done or materials furnished other than those included in the Contract for which unit prices are stated except upon written order of the Director or designee given prior to the beginning of performance of such work or labor or furnishing of such materials. Without such written order in advance, the 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. Claims for extra work shall be filed with the Director or designee within ten days after the work is completed. Before a claim can be made for such additional work, the work must be completed.

Sec. 15. Responsibilities of Director. The Director or designee shall in all cases determine the quality and quantity of the several kinds of work and materials which are included in this Contract and the Director or designee shall determine all questions relating to dimensions of the work, and as to the interpretation of the plans and specifications.

Sec. 16. City Inspectors. The City may inspect the work performed under this Contract or may have NCDOT inspect the work. The Contractor hereby agrees to furnish the inspectors with the necessary facilities and assistance for carrying out their duties. Nothing in the section is intended to impose any liabilities of the Contractor on the City or to relieve it of any of its obligations.

Sec. 17. Subcontractors. With the exception of litter and debris removal and string trimming, which may be subcontracted, the Contractor shall not assign or subcontract any portion of this Contract without the consent of the City. The Contractor will be held responsible for the faithful completion of that part of the work and the assignment or subcontracting will not relieve the Contractor of any of the obligations or requirements under the Contract.

Sec. 18. Defective Work and Materials. The 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. 19. Public Access/Materials Storage. The convenience of the public shall at all times be considered; no section of any street shall be entirely blocked to traffic unless it is absolutely necessary. When ordered by the Director or designee, temporary crossings at such points as needed shall be provided by the Contractor at contractor's expense. Equipment may be stored in the streets, only if the location and arrangements of the same is first approved by the Director or designee. Obstructions must at all times be kept from fire hydrants.

Sec. 20. Safety. The Contractor shall protect the entire work embraced in this Contract until the final acceptance of the same. 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. The Contractor shall erect and maintain barricades, lights and other safety devices.

Sec. 21. Termination for Convenience ("TFC"). (a) *Procedure.* Without limiting any party's right to terminate for breach, 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 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 twenty days after TFC, the City shall pay the Contractor a one hundred dollar TFC fee and 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.22. Quantities. The foregoing quantities are considered to be approximate only and are given as basis for comparison of bids. The City Council may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease for any item will not be regarded as sufficient ground for an increase or decrease in the unit prices.

Sec. 23. Additional Work. It is further agreed that the undersigned will do any extra work not covered in the Schedule of Prices which may be ordered by the Director or designee as authorized by the City Council and to accept as full compensation, therefore, such prices as may be agreed upon by the Director or designee and the Contractor in writing when authorized and approved by the City Council.

Sec. 24. Mobilization. All costs for mobilization shall be included in the Contract unit prices. There shall be no additional compensation for mobilization and no adjustments to the unit prices based on changes in the scope of work on the project.

Sec. 25. Livable Wage. The City of Durham has Livable Wage Ordinance requiring the Contractor to pay their personnel an hourly rate equal to or exceeding the minimum rate. The Contractor by executing this contract agrees to adhere to the ordinance and its terms.

Sec. 26. Hours of Work. The Contractor's operations will be governed by the Department of Transportation (NCDOT) and the Inspector will be notified, in advance of the project, of the scheduled day(s) and time(s) of the operation.

Sec. 27. Authority. The Director or designee will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work: all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. The Director or designee shall have the authority to alter mowing priorities in order to address special needs of the Department. The Director or designee's decision shall be final and the Director or designee shall have executive authority to enforce and make effective such decisions.

Sec. 28. Inspection. All work shall be subject to inspection by the Director or designee at any time. Routinely, the Inspector will make periodic inspections of the completed work. It will be the responsibility of the contractor to keep the Director or designee informed of his proposed work plan and to submit written reports of work accomplished weekly. The Landscape Services phone number is 560-4197.

Sec. 29. Basis of Acceptance. It is intended that the work will be completed in a neat, professional manner.

Sec. 30. Traffic Control. The contractor will handle the work in such a manner as to maintain traffic on the main roads along the work area, and will provide and maintain such warning signs and barricades as may be necessary to protect the work and the public in their use of the highway itself, and in no case, will the City of Durham be responsible for any failure of the Contractor to provide such warnings and precautions. All signs and barricades shall meet the minimum requirements of and conform to the standard outline in the manual entitled "Manual on Uniform Traffic Control Devices for Streets and Highways", as published by the United States Department of Transportation, Federal Highway Administration and a sign supplement to the manual as published by the North Carolina Department of Transportation and Highway Safety. Representatives of the Department of Transportation and Highway Safety, and also the City of Durham, will be called upon to inspect this work from time to time, and their suggestions regarding the safety precautions must be given full consideration.

Sec. 31. Equipment Requirements. The Contractor shall furnish equipment compatible with the requirements of the Department of Transportation's (NCDOT) regulations for working on an interstate highway.

Sec. 32. Permits. Any fees or charges for permits required for the project shall be paid by the Contractor.

Schedule of Prices

<u>#</u>	<u>RIGHT OF WAY TRACTOR MOWING AND LITTER AND DEBRIS REMOVAL CONTRACT</u> <u>Description</u>	<u>Quant. and Unit</u>	<u>Quant.</u>	<u>Price Dollars/ cents (per linear mile)</u>	<u>Amount (per Cycle)</u>	<u># of Cycles</u>	<u>Subtotal</u>
1	Clean Up Mowing (Urban System-Multilane Divided)	Linear Miles	38.00	\$270.00	\$10,260.00	5	\$51,300.00
2	Clean Up Mowing (Urban System-Undivided)	Linear Miles	17.50	\$270.00	\$4,725.00	5	\$23,625.00
3	State Highway Streets	Linear Miles	78.45	\$120.00	\$9,414.00	5	\$47,070.00
4	Municipal Streets	Linear Miles	31.28	\$120.00	\$3,753.60	5	\$18,768.00
5	Litter and Debris Removal (Urban System-Multilane Divided)	Linear Miles	38.00	\$305.00	\$11,590.00	12	\$139,080.00
6	Litter and Debris Removal (Urban System Undivided)	Linear Miles	17.50	\$305.00	\$5,337.50	12	\$64,050.00
7	Guardrail Maintenance (Urban System-Multilane Divided)	Linear Miles	24.00	\$475.00	\$11,400.00	2	\$22,800.00
8	Zero-Turn or Grooms Mower/Center Discharge Chute (Designated Streets and Interchanges)	Linear Miles	2.00	\$2,500.00	\$5,000.00	5	\$25,000.00
9	String Trimming (Walks, Posts, Hydrants, Signal Boxes and Interchanges)	Linear Miles	2.00	\$1,800.00	\$3,600.00	2	\$7,200.00

TOTAL AMOUNT PER CYCLE \$ 65,080.10

TOTAL AMOUNT \$398,893.00

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.

CITY OF DURHAM

THOMAS J. BONFIELD
CITY MANAGER

Attest:

City Clerk

DIXIE LAWN SERVICE, INC.

JAMES M. MCHENRY, JR.
VICE PRESIDENT

(Affix Corporate Seal)

Attest:

Secretary

CONTRACT CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY of DURHAM

ACKNOWLEDGMENT BY CITY OF DURHAM

I, a Notary Public in and for the aforesaid County and State certify that _____ personally appeared before me this day, and acknowledged that he or she is the City Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract was signed in its corporate name by its City Manager, sealed with its corporate seal, and attested by its said City Clerk. This the _____ day of _____, 201_.

Notary Public

My commission expires:

STATE OF NORTH CAROLINA
COUNTY of _____

ACKNOWLEDGMENT BY _____

I, a Notary Public in and for the aforesaid County and State, certify that Margaret C. Huddleston personally appeared before me this day and stated that he or she is Secretary of Dixie Lawn Service, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract with the City of Durham was signed in its name by its Vice President, whose name is James M. McHenry, Jr., sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary. This the _____ day of _____, 201_.

Notary Public

My commission expires:

PERFORMANCE BOND AND PAYMENT BOND

Date of Contract:

Contract Name and Number:

Name of Principal (Name of Contractor):

Name of Surety:

Name and Address of Surety's NC Resident Agent:

Contracting Body: **CITY OF DURHAM**, a North Carolina municipal corporation

Amount of Performance Bond (in words and figures):

_____ Dollars (\$_____)

Amount of Payment Bond: same dollar amount as the dollar amount of Performance Bond.

Date of Execution of these Bonds:

* * * * *

KNOW ALL PERSONS BY THESE PRESENTS, that we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract

and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to with respect to the Work, scope of work, and specifications.

* * * * *

KNOW ALL PERSONS BY THESE PRESENTS, that we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the Work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the Work, scope of work, and specifications.

* * * * *

The Performance Bond and the Payment Bond are being combined here only for purposes of convenience in signing and acknowledging and the obligations of the Principal and of the Surety are the same as if the bonds were on separate documents. Each bond is in the dollar amount stated above, and the amounts of these bonds are not combined. The Surety agrees that both of these bonds are fully binding on it whether or not the Principal executes these bonds. These bonds are given pursuant to Article 3 of Chapter 44A of the NC General Statutes.

* * * * *

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument (for both the Performance Bond and the Payment Bond) under their several seals on the date of execution indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

James M. McHenry, Jr. (Vice President)

ATTEST BY:

_____ (Secretary)

_____ (Vice President)

(Affix corporate seal)

_____ (Name of Surety)
fact)

_____ (Attorney-in-

(Affix corporate seal)

(Note: If you use a raised corporate seal, press hard enough to make it legible.)

**ACKNOWLEDGEMENT OF CONTRACTOR'S EXECUTION OF CONTRACT
PERFORMANCE BOND AND PAYMENT BOND**

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public for the aforesaid County and State, certify that Margaret C. Huddleston personally appeared before me this day, and acknowledged that he or she is Secretary of Dixie Lawn Service, Inc. ("Contractor"), a corporation organized and existing under the laws of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing (1) Contract with the City of Durham and (2) Performance Bond and Payment Bond with respect to the Contract, were signed in its name by its Vice President, whose name is James M. McHenry, Jr., sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This the ____ day of _____, 201__.

Notary Public

My commission expires:

**ACKNOWLEDGEMENT OF SURETY'S EXECUTION OF
PERFORMANCE BOND AND PAYMENT BOND**

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public for said County and State, certify that _____ personally appeared before me this day and acknowledged that he or she is Attorney-in-Fact for _____, the Surety named in the foregoing Performance Bond and Payment Bond, in both of which bonds the contracting body is the City of Durham, and that he or she executed said bonds, under the seal of said Surety, on behalf of said Surety.

This the ____ day of _____, _____.

Notary Public

My commission expires:

(ATTACH CERTIFICATES OF INSURANCE AND PRIVILEGE LICENSE)

EXHIBIT A - SCOPE OF SERVICES

Scope of Services

The Contractor will provide right of way maintenance, including mowing; limited sidewalk and curb edging; string trimming around signs, poles, fire hydrants and guard rails; herbicide application where authorized to control weeds along guard rails, utility boxes, signs, steel or chain link fencing, sidewalks; and litter and debris removal on internal municipal and state streets, overpasses and underpasses, interstate highways both divided and undivided inside the City limits of Durham.

The Contractor will abide by Department of Transportation regulations for working on an interstate highway. Before operations begin, whether mowing, trimming or other activities, the work zone shall be established by the proper signage as required by the North Carolina Department of Transportation, and signs shall be removed from the work site at the end of the work day once work activity has ceased.

Mowing Specifics: Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensure smooth surface appearance without scalping or leaving any missed uncut grass. Grass will be cut between four and six inches to maintain consistent turf along internal streets, highways and interchanges. Mowing will be done carefully so as not to damage bark of trees or shrubs, intrude into ground cover beds, damage grassed berms, damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other site features. Mowing shall be done at a safe speed as not to rut turf areas. To prevent erosion, sharp turns shall be limited to situations where necessary and never at speeds that result in rutting of soil. Ruts made by Contractor deemed excessive by the City shall be repaired by Contractor at Contractor's expense. Mowing will not be done when weather or conditions will result in damaged turf, uneven cutting, or rutting grounds.

All tractor mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf.

Contractor is responsible for replacement of all damaged turf at Contractor's cost and City shall not be financially responsible for replacement of turf damaged by Contractor. If turf replacement is not complete within one week of written notification, City may replace and deduct the cost of replacement from the next monthly payment application.

Mowing Schedule: Maintenance schedule will be mutually agreed upon by the Contractor and the Project Manager or designee, and will occur at the frequencies described above.

(a) All equipment shall be parked safely away from traffic when work stops and or begins. No tractor/mower that is broken or disabled shall remain aside roadways for more than forty-eight hours and never on National Holidays without consultation with the Project Manager or designee.

(b) Grass clippings or debris caused by mowing, weed eating or trimming will be removed from adjacent walks, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a storm water inlet/catch basin(s) nor be allowed to enter into any body of water. Failure to follow these requirements may result in termination of the contract.

Cycle: The completion of line item as referenced in CONTRACT entitled "Schedule of Prices" per quantity and unit and will be mutually agreed upon by the Contractor and the Project Manager or designee.

Trimming and Edging:

(a) Trimming: Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by hand or hand powered shears or rotary nylon “fish line” cutting machines. Grass will be trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, play equipment, water fountains, grills, benches, picnic tables, trees, walls, cement medians. Berms shall be trimmed with a small trim mower only. Contractor shall use special care when trimming around trees to avoid damage to bark surface and/or the living cambium layer beneath, and when trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function. Trimming around fire hydrants is mandatory on all rights-of-way maintained by the Contractor. Area around fire hydrants shall be cleared sufficient to connect fire hoses.

(b) Edging: Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, including all road curbs at interchanges, drives, exits and entry lanes onto highways. This may be accomplished by string trimmers, push blade edging machines or tractor mounted edging equipment.

(c) Trimming and Edging Frequencies: Edging and trimming are to be done during every mowing cycle when turf is mowed.

Litter and Debris Control:

(a) Litter shall be removed from designated turf mowing areas, out of bounds (No Mow) areas, plant beds and designated edge or extent of right-of-way ahead of the mowing operation. Litter removal follow up shall be needed where trash is cut up during mowing operations.

(b) Litter is to be removed entirely from the sites and disposed of in accordance with City of Durham Ordinances; at Contractor’s expense (no dumping on City property shall be permitted).

(c) City retains the right to request debris removal upon a finding by City staff that such services are necessary during the maintenance cycle.

Guard Rail Maintenance: Guard Rails that line median dividers, bridges and interchanges shall be maintained to keep the grass the same height as the areas being mowed along rights-of-way on interstate highways. There are exceptions and these areas are mostly on I-40 where this operation is not desired. Guard rails may be maintained by several options listed below.

Chemical Control: selective herbicide, pre-emergent, post emergent herbicides and grow regulators may be used to control weed growth around guard rails providing all laws governing spraying operations are followed. It may be in certain areas non-selective herbicide may be used upon mutual agreement with Project Manager or designee. Rolling Lane Drops may be used to apply chemicals were needed following the guidelines of the NC DOT for traffic control and at an agreed time with the NC DOT engineer in charge of Durham County North Carolina or their designee.

Records of herbicide applications must be maintained and kept by the Contractor as well as MSDS sheets for every chemical used in this Contract for review at the request of government officials in accordance with the laws of the State of North Carolina and federal regulation.

Manual Control: Use string trimmers to cut weeds and grass to proper height around guard rails. Robotic mowers may be used if desired by contractor. Entry is gained by specific breaks in guard rails for mowers access. No mechanical removal of guard rails will be allowed unless express permission is granted by NC DOT officials.

Rolling Lane Drop Guard Rail Mowing: A rolling lane drop must be utilized in accordance to safety guidelines from the NC DOT and at designated times agreed upon by the NC DOT Engineer in charge of

Durham County, NC or their designee. Inspection or tailgate discussion shall be made with Project Manager or designee before work begins. If the Project Manager or designee finds the operation not to be sufficient such operation may not start until situation is corrected all at the expense of the contractor.

At no time shall guard rail maintenance interfere with the flow of highway traffic during high volume periods.

Damages: Damage to landscape material due to any cause shall be immediately corrected by Contractor. This includes straightening and staking any fallen or leaning trees; removal of dead or damaged material; and minor grading and replacement of sod displaced by vehicles. Any pits left from tree removal shall be filled with good soil and sod lay to match existing grade the same day. (Contractor must contact City designee within twelve hours of such repairs.)

Contractor shall also replace any landscape, irrigation, or structures damaged by maintenance operations or due to neglect to perform these specifications. If the Contractor fails to repair damages or replace the damaged item the City shall charge cost of all labor & materials required to complete reinstallation, to maintenance contractors. (City designee will notify Contractor prior to replacement of repair.)

Reports: The Contractor shall be provided with a checklist to be filled out and returned to the General Services Project Manager or designee after each grounds maintenance operation. All maintenance operations and the dates they were performed shall be noted, and any repairs or damages shall be described. No payment will be made unless all reports are provided.

Schedule: Contractor shall co-ordinate a target schedule of daily activities to the Project Manager or designee a minimum of four weeks prior to beginning of scheduled work. Schedules will vary due to weather conditions. If it is deemed too wet to mow by the Project Manager or designee the contractor will cease operations until the area is sufficiently dry for proper mowing and the elimination of ruts along roadsides, streets, interchanges and interstate highways.

On a weekly basis, the Contractor shall fax, email or hand deliver to the General Services Project Manager or designee, a schedule of locations to be mowed and de-littered during that week.

Time Limits: All maintenance shall be performed in accordance with Contractor's approved time schedule, submitted after Notice of Award.

Special attention will be given to specified areas, as established by the City, prior to national holidays to ensure that the City is at its best during these times. Contractor will check area two days prior to the holiday and verify that maintenance has been properly performed.

Safety: All safety equipment must be used and OSHA compliance must be adhered to when performing work on City properties. The Contractor will adhere strictly to all OSHA regulations.

Definitions

Debris and Litter: Objects that are unsightly or present obstacles to mowing and other grounds maintenance operations, including but not limited to rocks in lawn areas, wind and storm damage items; paper, glass, trash, or debris deposited or blown onto the sites; metal, auto parts, tires, parts of tires and any material illegally dumped on the highways; and tree limbs.

Edging: The cutting of overhanging vegetation away from the hard surface (curbs, sidewalks, driveways, etc.).

Proper Vehicles: Any vehicle that is not in violation of any provision of this contract is a proper vehicle.

Shrub: A woody plant of relatively low height, distinguished from a tree by usually having several stems rather than a single trunk.

Trimming: The cutting of grass and weeds in areas that is inaccessible to mowers.

Weed: Any plant growing where it is not desired. Plants such as, but not limited to: clover, dandelions, purslane, chickweed, plantain, knotweed, black medic, and volunteer trees are also considered weeds. Grass in plant, rock and shrub beds, cracks in sidewalks, streets and parking lots is also a weed.

Street Names, Locations and Approximate Linear Mileages:

(a) City Streets Internal Mowing Central District

<u>Street name</u>	<u>Location</u>	<u>Miles</u>
Northeast Creek Pwy	from E Cornwallis Rd to So Hi Dr	0.7
So Hi Dr	from S Alston Ave to Ellis Rd	0.4
Enfield Dr	off So Hi Drive including blind curve	0.2
C-View St	from S Alston to Eastwood St	0.2
Eastwood St	from S Alston Ave	0.2
Rustica Dr	from S Alston Ave	0.1
Kirby Street	from Jerome to the end of Kirby	0.2
Ed Cook Rd	from So Hi Dr to Ellis Rd	0.2
Hickory Nut Dr	just off of Ed Cook Rd	0.1
Carter Ave	from Angier Ave	0.2
Post Ave	from Angier Ave	0.1
S. Briggs Ave	from Riddle Rd north to Lawson St	0.7
East End Ave	from Angier Ave to NC70	0.3
S Hoover Rd	from Angier to Ashe then to Miami Blvd	0.5
Hoover Rd	from Holloway St to Cheek Rd	0.5
Carolyn Dr	off Sybil off Hersey St	0.2
Chandler Rd	from Clayton Rd to NC98	0.6
Ross Rd	from Chandler Rd to Junction Rd	0.5
Heidelberg St	from Cheek Rd	0.05
Ellington St	from Heidelberg St	0.05
Catalpa Dr	from Cheek Rd	0.05
Rochester St	from Cheek Rd	0.05
Milan St	off E Geer St	0.2
Hardee St	from Liberty St to Geer St	0.7
Herbert St	from Holloway to dead end Ayers St	0.2
Joplin St	from Bernice St to Bacon St	0.05
Bernice St	from Pettigrew just past Joplin to dead end	0.1
Colfax St	between Linwood Ave and Simmons St	0.1
Simmons St	from Hickory St to dead end towards NC55	0.05
Bowen St	from Bacon St to Harrell Ave	0.2
Grant St	just off Pettigrew St	0.1
Mathison St	between Lakeland Ave and Linwood Ave	0.2
Ridgeway Ave	800 block of Ridgeway Ave	0.1

Sima St	on Sima between Plum St and Lakeland Ave	0.1
Troy St	off Bowen St one block	0.1
Middle St	off Bowen St one block	0.1
Bacon St	between Capps St and Lantern Place	0.1
Pettigrew St	from Ellis Rd to Fayetteville St	1.5
E Main St	from Benjamine St to Miami Blvd	0.2
Liberty St	from Gary St to Herbert	0.2
Holloway St	from Hardee St to Mineral Springs Rd	2.5
Miami Blvd	from Geer St to Wellons Village	0.2
Drew St	on Drew St @ N Hyde Park	0.1
S Roxboro St	from Cornwallis Rd to Lawson St	0.8
Summit St	from S Roxboro to University Dr	0.1
Weaver St	from Weaver St Park to E Pilot St	0.2
E Pilot St	from Weaver St to Fayetteville St	0.1
Elmira Ave	from Dakota St to Medina St	0.2
Brighton St	off Hope Valley Rd down to Courtland St	0.05
South St	off S Roxboro towards Lakewood	0.3
Duke University Rd	from Oregon St east to NC751	0.5
Kangaroo Dr	off LaSalle St	0.2
Anderson St	south off Duke University Rd	0.2
Campus Walk Ave	between LaSalle and Morreene Rd	0.1
LaSalle St	from Erwin Rd to Sprunt St	0.5
Arrowhead Dr	off Indian Trail to dead end	0.2
Bridgefield Place	off Neal Rd	0.2
Bennett Memorial Rd	from NC70 business to dead end	0.9
Whitfield Rd	off Morreene Rd	0.1
Byrd Rd	off Sparger Rd	0.2
Gatehill Dr	off Hillsborough Rd (NC70 business)	0.1
Parthenia Dr	off Neal Rd	0.1
Milan St	off East Geer St	0.1
Lindmont Ave	off Milan St	0.1
Winburn Ave	off Milan St	0.1
Watson Rd	off East Geer St	0.1

(a) City Streets Internal Mowing Northern District

<u>Street name</u>	<u>Location</u>	<u>Miles</u>
Shoccoree Rd	from Cole Mill Rd to the dead end	0.4
Berini Dr	from Cole Mill Rd	0.3
Clarion Dr	from Cole Mill Rd	0.2
Nancy Rhodes Dr	from Cole Mill Rd	0.1
Valley Springs Rd	from Rose of Sharon Rd to end at curve	0.5
Rosewood Dr	off Rosebriar off Rose of Sharon	0.1
Old Rd	between Rose of Sharon and Guess Rd	0.1
Omah St	from Reichard St to Bertland	0.2
Bertland St	from Omah St	0.05
Leyburn Pl	from Bertland St to dead end	0.05
Cammie St	west on Cammie St off Guess Rd	0.05
Horton Rd	from Hillandale to Guess	0.1
Stadium Dr	from Horton Rd to Olympic Ave	0.5

Luther Rd	off Rose of Sharon Rd	0.1
Redmond Dr	off Guess Rd	0.05
Memory Ln	just off Redmond	0.05
Wanda Ridge Rd	off Latta Rd Wanda Ridge Rd @ Kinloch	0.1
Monk Rd	off Roxboro to Denfield St	0.2
Ryan St	from Roxboro Rd to Monk Rd	0.2
Wellington Rd	from Roxboro Rd to Holt School Rd	0.1
Holt School Rd	from Wellington Dr to Duke St	0.2
Broad St	from Guess Rd to Carver St	0.3
Chateau Rd	from Roxboro Rd	0.1
Oak Hill Dr	west off of Roxboro Rd	0.1
Stephens Ln	off Infinity Rd	0.3
Commons Blvd	off E Carver St	0.1
Belvin Ave	200 block just off Danube Lane	0.2
Maplewood Dr	1400 block east side of Dearborn Dr	0.2
Ader St	north side of street off Dearborn Dr	0.2
Allgood St	200 block of Allgood St	0.025
Meriwether Dr	west off Old Oxford Hwy	0.025
Piper St	between Allgood and Emily	0.025
Shari Ct	off Cannada St	0.025
Cannada St	between Dearborn Dr and Shari Ct	0.025
Martin St	off Dearborn Dr	0.1
Usher St	off Craven St	0.05
Craven St	off Old Oxford Hwy	0.05
Open Air Camp Rd	off Guess Rd to the dead end of Stacy	0.5
Lebanon Circle	loops off Guess Rd	0.7
Sundial Circle	off Nellowood loops all way around	0.3
Miriam Circle	off E Club Blvd	0.1
Marywood Dr	off Rose of Sharon Rd	0.1
North Point Dr	off Guess Rd	0.1
Sovereign St	off Guess Rd near I-85	0.025
Hillandale Rd ramp	between Hillandale Rd and Hillsborough Rd at bridge	0.025

(b) City Streets Internal Mowing South District

<u>Street name</u>	<u>Location</u>	<u>Miles</u>
Carpenter Fletcher Rd	between S Alston Ave and E Woodcroft Pkwy	0.5
Carpenter Fletcher Rd	between E Woodcroft Pkwy and Barbee Rd	0.3
Penrith Dr	just before Penrith @ Lake Elton intersection	0.1
Barbee Rd	from NC54 to Fayetteville Rd	1.1
Archdale Dr	from MLK Jr. Pkwy to Cornwallis Rd	0.3
Cook Rd	from Fayetteville to Juliette St	1.0
Cook Rd	from Juliette Rd to Fayetteville	0.3
Belgreen Rd	from Fayetteville Rd to end	0.4
Middleton Rd	5300 block Middleton Rd off Penrith	0.1
Kemmont Rd	vacant property off Kemmont Rd	0.2
E Woodcroft Pkwy	from Carpenter Fletcher 2 blocks west	0.1
Buckingham Rd	at intersection downhill just off Dixon Rd	0.1
Dixon Rd	on Dixon Rd between Cheviot and Tarik	0.1
Mossdale Ave	vacant lots along Mossdale Ave from University Dr	0.2

Oxford Dr	just off University on Oxford Dr	0.2
Hanson Rd	off Fayetteville Rd	0.1
Azalea Dr	off Lumley Rd	0.1
Kristen Marie Ln	off NC54	0.1

(c) State Streets Internal Mowing Central District

<u>Street name (SR#)</u>	<u>Location</u>	<u>Miles</u>
S Alston Ave (1945)	from E Cornwallis Rd to Riddle Rd	1.5
S Alston Ave (1945)	from Riddle Rd to NC55	0.4
S Alston Ave (1945)	1826 S Alston at Nixon St (bank mowing)	0.1
Riddle Rd (1171)	from Fayetteville to Ellis Rd	1.5
Ellis Rd (1954)	from Angier Ave to S Miami Blvd	4.0
Cheek Rd (1800)	from Geer St to Clayton Rd	2.0
Clayton Rd (1825)	from Cheek Rd to NC98	1.5
Junction Rd (1821)	from E Geer St to Cheek Rd	1.0
Junction Rd (1838)	from Cheek Rd to NC98	1.0
Geer St (1670)	from Roxboro Rd to Junction Rd	2.5
Ferrell Rd (1671)	from Junction Rd to E Geer St	0.2
Lynn Rd (1998)	from NC98 to Pleasant Dr	1.1
Gibson Rd (2019)	from Lynn Rd to end of city limits	0.1
Hersey St (1985)	from Lynn Rd west to Sybil St	0.2
Midland Terrace (1827)	from Cheek Rd to Camden Ave	1.0
Angier Ave (1926)	from NC55 to Pleasant Dr	2.0
Muldee St (1856)	from NC98 to Cheek Rd	0.3
Duke St (1445)	from NC15-501(University Dr) to I-85	0.7
Erwin Rd (1320)	from NC751 to W Main St	0.8
Morreene Rd (1317)	from Neal Rd to Erwin Rd	3.0
Hillandale Rd (1321)	from Hillsborough Rd to I-85	0.2
Neal Rd (1317)	from NC70 to Morreene Rd	0.8
Neal Rd (1314)	from Morreene Rd to Hillsborough Rd	0.2
Sparger Rd (1400)	from Bennett Memorial to I-85	0.2
Comfort Lane (1387)	from Neal Rd to dead end	0.05
Hillsborough Rd	NC70 business from Orange County line to Cole Mill	0.8

(d) State Streets Internal Mowing Northern District

<u>Street name (SR#)</u>	<u>Location</u>	<u>Miles</u>
Hillandale Rd (1413)	from I-85 to Rose of Sharon Rd	2.0
Cole Mill Rd (1401)	from I-85 to end of city limits	1.5
Sparger Rd (1400)	from I-85 to Cole Mill Rd	1.4
Howe St (1494)	from Sparger to Orange County Line	0.2
Rose of Sharon (1404)	from Cole Mill to Guess	1.8
Carver St (1407)	from Hillandale Rd to Danube Lane	1.0
Crystal Lake (1412)	west off Guess Rd to dead end	0.2
Horton Rd (1443)	from Guess Rd east to Duke St	0.6
Latta Rd (1448)	from Guess Rd to Roxboro Rd	1.0
Guess Rd (NC157)	from Broad St to Dover Ridge Lane (city limits)	5.0
Denfield St (1641)	from Roxboro Rd to dead end	1.0

Hebron Rd (1656)	from Denfield to Danube Lane	0.2
Danube Ln (1648)	from Hebron Rd to Old Oxford Hwy	1.0
Todd St (1646)	from Denfield to dead end	0.2
Mill St (NA)	from Todd St to Teal	0.1
Teel Dr (NA)	from Mill St to Todd St	0.1
E Carver St (1407)	from Commons Blvd to Danube Lane	0.2
Forrester St (1663)	Dearborn to Lake Dr	0.2
Lake Dr (1663)	from Forrester to Ruth St	0.1
Ruth St (1663)	from Lake Dr to Dearborn Dr	0.1
Cub Creek Rd (NA)	from Old Oxford to dead end	0.4
Camden Ave (1671)	from Avondale Dr to E Club Blvd	1.5
Wiggins St (1653)	off Old Oxford Hwy	0.2
Nellowood St (1689)	off Ruth St	0.1
NC75 (1004)	from Roxboro Rd to city limits	1.0
N Roxboro Rd (US501)	from I-85 to Tom Wilkins Rd	0.9
Duke St (1445)	from I-85 to US501 (Roxboro Rd)	0.4

(e) State Streets Internal Mowing South District

<u>Street name (SR#)</u>	<u>Location</u>	<u>Miles</u>
Scott King Rd (1103)	from Fayetteville Rd to Grandale Dr	1.5
Sedwick Rd (1102)	from Grandale Dr. to NC55	0.5
Sedwick Rd (1977)	from NC55 to S Alston Ave	0.25
Massey Chapel (1192)	from Fayetteville to NC751	0.25
Massey Chapel (1106)	from Fayetteville to Herndon Rd	0.75
Grandale Drive (1100)	from Barbee Rd to Scott King Rd	1.5
Fayetteville Rd (1118)	from NC751 to Southpoint	1.5
Fayetteville Rd (1118)	from Woodcroft Pkwy to MLK Pkwy	0.75
Fayetteville Rd (1118)	from MLK Pkwy to E Cornwallis Rd	0.25
Herndon Rd (1104)	from Scott King Rd to Fayetteville Rd	1.0
Barbee Rd (1106)	from NC54 to Herndon Rd	0.75
NC751 (NC751)	from Fayetteville Rd to Cornwallis Rd	3.0
Old Chapel Hill Rd (2220)	from Orange County Line to NC71	1.5
Mt. Moriah Rd (2294)	from Old Chapel Hill Rd to Orange County Line	0.35
Farrington Rd (1110)	from Old Chapel Hill Rd to city limits past NC54	3.0
Garrett Rd (1116)	from NC54 to Pickett Rd	3.0
Pickett Rd (1303)	from Garrett Rd to Cornwallis Rd	0.25
Southwest Durham Dr (1207)	from NC15-501 to Old Chapel Hill Rd	0.7
Western Bypass (1358)	from Pickett Rd to Cornwallis Rd	0.5
Colony Rd (1368)	from Pickett Rd at bridge north at guard rail	0.1
Sandy Creek Dr (1322)	from Pickett Rd south to dead end	0.5
South Alston Ave (1945)	from TW Alexander to Cornwallis Rd	2.75
Cornwallis Rd (1308)	from Ridge Rd to NC15-501 bypass	0.7
Cornwallis Rd (1585)	from NC15-501 to Fayetteville Rd	1.75
Cornwallis Rd (1121)	from Fayetteville Rd to RTP	1.9

(f) Interstate Mowing

<u>Interstate name</u>	<u>Location</u>	<u>Miles</u>
NC70	from I-85 to Miami Blvd @ NC70 intersection	5.0
I-85	from Orange County to the grass median @ MM179	7.5
NC147	from I-85 to RTP @ Ellis Rd plant bed	9.0
NC15-501 Business	from University Dr. to NC15-501 bypass	2.5
NC15-501 Bypass	from I-85 to Orange County	6.5
I-40	from Orange County to NC55 interchange	8.0
NC55	from I-85 to Wake County line	10.0
NC54	from RTP to Orange County	7.0

Included are all adjacent interchanges, overpasses, underpasses, signaled interchanges, signs and guard rails.

- a. Mileage is linear, NOT total shoulder mileage.
- b. Mileages are estimated and approximate, and are not the basis of payment.