



REQUEST FOR PROPOSALS LANDSCAPE MAINTENANCE ZONES 2 AND 3

Date: June 4, 2026

RFP Number: AVIA 26-32

Subject: Request for Proposals for the following services:

Landscape Maintenance Zones 2 and 3

This letter extends an invitation for the submission of a proposal to supply the Charlotte Douglas International Airport with the non-federally funded services as indicated above. Proposals for the above will be received via the e-bidding portal until **2:00 PM eastern time on July 7, 2026**.

A non-mandatory pre-proposal conference to review the RFP and answer questions regarding the project, will be held on **June 17, 2026 at 9:00 AM ET** via Microsoft Teams. Interested parties are encouraged to attend and to have a copy of the RFP with you at that time.

Changes to the terms, conditions or specifications stated in this Request for Proposals will be documented in a written addendum, issued by the Charlotte Douglas International Airport. These addenda will be accessible through the e-bidding portal.

Questions should be directed to the e-bidding portal's Q&A Board. Thank you in advance for your interest in doing business with the Charlotte Douglas International Airport. We look forward to your participation!

Charlotte Douglas International Airport (CLT), a City of Charlotte department does not discriminate based on disability. Auxiliary aids and services, written materials in alternative formats, and reasonable modifications in policies and procedures will be provided upon request to persons with disabilities. To make a request, please email ryan.lingholm@cltairport.com.

Sincerely,

Ryan Lingholm

RFP Project Manager

Checklist for submitting a Proposal:

- Form 1, Proposal Form
- Form 2, Proposal Qualifications and Requirements
- Form 3, Nondiscrimination Certification
- Form 4, CBI Program Requirements
- Form 5, Confidential Information
- Form 6, Pricing Worksheet
- Exceptions to any part of the RFP (stated and identified separately as "Exceptions")

The above items must be included in the Proposal. If awarded a contract, evidence of insurance that meets or exceeds the requirements set forth in Exhibit B (Sample Contract) are required.

SECTION 1: GENERAL INSTRUCTIONS

A. INTRODUCTION

Pursuant to this Request for Proposals (“RFP”), Charlotte Douglas International Airport (“CLT” or “Airport”), which is owned and operated by the City of Charlotte, North Carolina (“City”), is seeking Proposals from qualified and experienced companies (individually or collectively, the “Proposer”) interested in Landscaping Maintenance Services for Zones 2 and 3 (the “Work”). Details of the requested Work are attached hereto as **Exhibit A**. The RFP consists of the following components:

Section 1: General instructions and special conditions that apply to this proposal process and procurement.

Section 2: The required forms that a Proposer is required to complete and return as its Proposal (called the “Proposal Response Forms”)

Section 3: A contract substantially similar to the final contract the successful Proposer will be expected to sign, including **Exhibit A**, the details for the entire scope of work falling under this RFP (the “Specifications”).

Each reference to this RFP includes all components listed above as well as any addenda provided by the Airport. Please review each section carefully, including all attachments and exhibits. Proposers will be held accountable for having full knowledge of the contents of this RFP and for performing any due diligence that may be necessary to submit a binding Proposal. Failure to comply with the terms, conditions and requirements of this RFP may result in disqualification of the Proposer in the sole discretion of CLT.

The Work will be governed by a contract between the selected Proposer (“Company”) and the City, a sample of which is attached hereto as **Exhibit B** (the “Contract”). The term of the Contract shall be for three (3) years with two optional one-year renewals. Proposers are advised to carefully read and review the form Contract as they prepare their Proposal. CLT reserves the right to revise the terms of the form Contract at any time during the RFP process and to negotiate different terms with the Company.

B. SCHEDULE

DATE	ACTIVITY (All times are ET)
6/4/2026	Issue RFP
6/17/2026	Virtual non-mandatory pre-proposal conference at 9:00 AM
6/23/2026	Submission of written questions
7/7/2026	Proposals are due by 2:00 PM
9/14/2026	Tentative City Council date
10/21/2026	Estimated start date of services

CLT reserves the right to modify the deadlines set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum as described below.

C. INSTRUCTIONS TO PROPOSERS

1. Point of Contact

The point of contact for all submissions and correspondence regarding this RFP is Ryan Lingholm ("RFP Project Manager") who can be contacted through the Q&A Board online in the e-bidding portal. If there are technical questions regarding use of the e-bidding portal, please contact the RFP Project Manager at ryan.lingholm@cltairport.com.

2. Non-Mandatory Pre-Proposal Conference

A Pre-Proposal Conference will be conducted on the date and at the time stated in the RFP Schedule above.

Microsoft Teams Link:

<https://teams.microsoft.com/meet/261568483566989?p=8t7y8YSSIDvhR3uyD8>

3. Questions and Addenda

The Airport is committed to providing all prospective Proposers with accurate and consistent information to ensure that no Proposer obtains an unfair competitive advantage. To this end, from the date of this RFP through the proposals due date, no interpretation or clarification of the meaning of any part of this RFP will be made orally to any prospective Proposer except for questions answered at the pre-proposal conference.

Requests for interpretation or clarification must be submitted electronically to the RFP Project Manager via the e-bidding portal Q&A Board. All questions must be submitted no later than the date and time stated in the RFP Schedule as the deadline for submission of questions. Any questions received after that time may not be addressed prior to the proposal due date. When submitting a request for interpretation or clarification, Proposers are encouraged to utilize the following format:

Item #	Page #	Section #	Section Title	Question, Clarification or Modification

Interpretations, clarifications, supplemental instructions and/or changes to the terms, conditions or requirements of this RFP will be documented in written addendum and posted to the e-bidding portal.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Proposers are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP. The receipt of each addendum must be acknowledged using the space provided on **Form 1**

in **Section 2**. The Airport may not consider any RFP that fails to acknowledge receipt of each issued addendum.

4. RFP Acknowledgement

Proposers shall thoroughly examine and become familiar with this RFP, including forms, attachments, exhibits and any addenda that may be issued. The failure or the neglect of a proposer to receive or examine any RFP document shall in no way relieve it from any obligation with respect to its proposal or the obligations that flow from making a selected proposal. No claim based upon a lack of knowledge or understanding of any document or its contents shall be allowed.

5. Proposal Format

Proposals shall consist of all forms included in this RFP ("Forms") and any additional information relevant to the Work that the Proposer believes will help CLT in making its decision. Responses must be typewritten or completed in ink and signed by an authorized representative of the Company. Any erasures or corrections must be initialed and dated by the authorized representative that signs the Forms. CLT desires all Proposals to be identical in format to facilitate the evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal.

6. Submission Requirements

Proposals must be submitted through the e-bidding portal at <https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=5d56a1f5-a212-49cb-8b36-009b9d822b7a&bidpackageid=a8ad7022-93f0-44a7-bd54-6c379c37598f>.

The pricing must be submitted through the e-bidding portal. The forms herein must be completed and uploaded to the site by the proposal due date and time.

Submit separately, "Confidential and Proprietary Information," Trade Secrets and/or personally identifiable information (PII). The confidentiality caption stated above must appear on each page of Trade Secret or PII materials.

Failure of the Proposer to organize the information required by this RFP as outlined herein may result in CLT, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

7. Selection Criteria and Minimum Requirements

Upon review and evaluation of all qualifying proposals, including any interviews that CLT may require, the Evaluation Committee will select and recommend for award the Proposer that, in its sole judgment, is most responsive in meeting the requirements and objectives of this RFP as set forth below.

Experience	CLT will evaluate the Proposer based on its ability to meet the Experience requirements as set forth in the Specifications.
Operations Plan	CLT will evaluate the Proposers ability to meet the requirements set forth in the Specifications as detailed in the Proposer's Operations Plan.
Staffing Plan	CLT will consider the plan to provide necessary staffing and the experience of the individual team members proposed to provide the Work.
Compensation	CLT will evaluate the Proposer on the overall compensation proposed related to the provision of the Work.
CBI Program	CLT will evaluate the Proposer's plan to comply with the City of Charlotte's CBI Program as described on RFP Form 4. Proposers are required to complete and submit CBI Form #3 that lists certified firms that can be used for potential scopes of work.

8. Proposal Terms are Firm and Irrevocable

The signed Proposal shall be considered a firm offer on the part of the Proposer. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by CLT.

9. Evaluation Committee and Award of Contract

The Aviation Director, or his designee, will appoint an Evaluation Committee to review all Proposals. As part of the evaluation process, the Evaluation Committee may engage in discussions with any Proposer to determine in greater detail the Proposer's qualifications and to learn about the Proposer's proposed method of performance to facilitate arriving at an agreement that will be satisfactory to CLT.

CLT may in its discretion require one or more Proposers to make presentations to the Evaluation Committee or appear before CLT and/or its representatives for an interview. During such interview, the Proposer may be required to present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as CLT deems appropriate. Proposers will be notified in advance of the time and format of such interviews and/or meetings.

The Evaluation Committee will consider all relevant materials and information in making its selection and recommendation to the Aviation Director, the Proposer that it determines is best able to provide the Work.

CLT will inform the Company that it has been selected, subject to final agreement on all terms and conditions of the Contract. If CLT and the Company are unable to agree on the final terms, the Company will be excused from further consideration and CLT may, at its option, select another Proposer.

The City shall have no obligations under this RFP until the Contract has been executed by both parties.

10. Contract Award by City Council

The name of the selected Proposer will be submitted to the City Council or designee for final approval and award (if applicable). Prior to the recommendation to the City Council or designee, the successful Proposer must provide to the Airport an executed Contract which will be substantially similar to the contract in Section 3 **Exhibit B** of this RFP.

Upon approval of the Contract by City Council or designee, the Airport will execute the documents and send a copy to the successful Proposer. **The City Council or designee may, in its sole and absolute discretion, accept or reject the recommendation of the Evaluation Committee, the Contract and supporting ancillary documents.**

11. Accuracy of RFP and Related Documents

CLT assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, CLT will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents other than those provided by CLT through the issuance of addenda. In no event may a Proposer rely on any oral statement in relation to this RFP.

Should a Proposer find discrepancies or omissions in this RFP or any other documents provided by CLT, the Proposer should immediately notify CLT of such discrepancy or omission in writing, and a written addendum may be issued if CLT determines clarification is necessary. Each Proposer requesting a clarification or interpretation will be responsible for delivering such requests to CLT as directed in this RFP.

The information contained in this RFP forms, exhibits and attachments, hereto, and any addendum that may be issued, has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

12. Proposer's Cost of Proposal Preparation

Proposers are responsible for all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable). CLT will not accept any promotional items as part of the proposal process and any such items included will either be discarded or, if so requested, returned to the Proposer at Proposer's cost.

13. Attempts to Influence the Selection Process

Except for clarifying written questions sent to the RFP Project Manager, all Proposers, including any and all persons acting on their behalf, are strictly prohibited from contacting City staff on or regarding any matter relating to this RFP from the time the RFP is issued until the intent to award is communicated to Proposers with the exception of requests for additional information made by City Staff in their determination of

responsibility and responsiveness of the Proposer (the qualifications and experience of the Proposer).

CLT reserves the right to disqualify any Proposer who contacts a City staff or evaluation committee members concerning this RFP other than in accordance with this RFP.

14. RFP Not an Offer

This RFP does not constitute an offer by CLT. No recommendations or conclusions from this RFP process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of CLT unless CLT and the Proposer execute a Contract following award of such agreement.

15. Withdrawal of Proposal; Correction of Errors

Withdrawal of the proposal may occur at any time prior to the submission deadline as set forth in the RFP Schedule above, by written request, sent by email to the RFP Project Manager. A request for withdrawal will not be effective until CLT has confirmed, in writing, the receipt of such request. A request to withdraw a Proposal by telephone or facsimile shall not be considered a valid request to withdraw a Proposal. Withdrawal of one proposal will not preclude the submission of another timely proposal but no withdrawal will be allowed after the submission deadline.

If Proposer desires to amend a submitted Proposal before the Proposal Due Date, Proposer must follow the withdrawal procedures described in this Section and resubmit the amended Proposal on or before the Proposal Due Date in a manner consistent with the Submission Requirements. The Proposer further agrees that in the event of any obvious errors, CLT reserves the right to waive such errors in its sole discretion.

16. Disqualification of Proposals

Without in any way limiting CLT's right to reject any or all Proposals, Proposers are advised that any of the following may be considered as sufficient cause for the disqualification of a Proposer and the rejection of a Proposal: (i) failure to meet the eligibility requirements set forth in the Specifications or RFP; (ii) submission of more than one proposal by an individual, firm, partnership or corporation under the same or different names, including the names it does business under unless multiple or alternative proposals were specifically requested under this RFP; (iii) evidence of collusion among proposers; or (iv) improper communication as described above. Proposals will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate proposals or other irregularities of any kind. All the foregoing notwithstanding, however, CLT reserves the right to waive any such irregularities.

17. CLT's Rights and Options

CLT reserves the following rights, which may be exercised at CLT's sole discretion:

- i. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;
- ii. To issue additional requests for information;
- iii. To require a Proposer to supplement, clarify or provide additional information for CLT to evaluate its Proposal, including without limitation, requests to provide samples of items requested under this RFP;
- iv. To conduct investigations with respect to the qualifications and experience of each Proposer;
 - v. To waive any defect or irregularity in any Proposal received;
 - vi. To share the Proposals with City and/or CLT employees and contractors other than the Evaluation Committee as deemed necessary;
- vii. To award all, none, or any part of the Work set forth in this RFP to one or more Proposers as is in the best interest of CLT with or without re-solicitation;
- viii. To discuss and negotiate with selected Proposer(s) any terms and conditions in the Proposals including but not limited to financial terms;
- ix. To enter into any agreement deemed by CLT to be in the best interest of CLT;
- x. To reject any or all proposals submitted; and
- xi. To re-advertise for proposals using this RFP or a different RFP or solicitation.

18. Representation by Broker

The City will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of or contractors to the City and any potential or actual respondent broker or agent are not to be construed as an agreement to pay, nor will the City pay any such fees, expenses or commissions. By submitting its proposal, respondent agrees to hold the City harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

19. Ownership and Public Records Law

All proposals and supplementary material provided as part of this process will become the property of the City. Proposers are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Proposer may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. In submitting a proposal, each Proposer agrees that the CLT may reveal any trade secrets or confidential information to CLT staff, consultants or third parties assisting with this RFP and resulting Contract. Where information is marked Trade Secret or confidential, Proposer agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred relating to the City choosing to withhold any material based on Proposer's designation of said material as a trade secret or confidential.

20. Title VI Solicitation Notice

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

21. E-Verify

Where applicable, the successful proposer must agree to meet the E-Verify requirements as set forth in the sample Contract below.

22. NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel.

Where applicable, the successful proposer must certify that it meets the NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel as set forth in the sample Contract below.

23. Charlotte Diversity and Inclusion Programs

The City complies with three programs, the Charlotte Business INclusion ("CBI") Program, the Disadvantaged Business Enterprise ("DBE") Program and the Airport Concession Disadvantaged Business Enterprise ("ACDE") Program, depending on the funding source or location and service associated with the Work.

The CBI Program is based on the City's long history of creating and implementing strategies to support and encourage local business growth. In 2013, the City Council adopted the CBI policy to promote diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises ("MWSBEs"). A complete list of City of Charlotte certified Small Business Enterprises ("SBEs") and City of Charlotte registered Minority and Women Business Enterprises (MWBEs) is available on the City's website at www.charlottebusinessinclusion.com.

The DBE Program is based on the requirements of 49 CFR Part 26 – *Participation by DBE in Department of Transportation Financial Assistance Programs*. A complete copy of the City's DBE Program can be found at www.cltairport.com.

The ACDBE Program is based on the requirements of 49 CFR Part 23 – *Participation of Disadvantaged Business Enterprise in Airport Concessions*.

The information and requirements for the diversity and inclusion program applicable to this Contract are set forth in **Form 4** of this RFP.

SECTION 2: FORMS

FORM 1
PROPOSAL FORM

A. COVER LETTER

The Proposal must include a cover letter including the name, address and telephone number of the Proposer and the executive that has the authority to contract with CLT. It should also include an Executive Summary outlining how the Company best meets the requirements set forth in this RFP.

B. NON-COLLUSION AFFIDAVIT

In submitting this Proposal, Proposer hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company or parties submitting a Proposal in response to this RFP; and that it is in all respects fair and in good faith without collusion or fraud. Proposer represents to the City that, except as may be disclosed in an Addendum hereto, no officer, employee or agent of the City presently has any interest, either directly or indirectly, in the business of Proposer, and that any such officer, employee or agent of the City having a present interest in the business of Proposer shall not have any such interest at any time during the term of the Contract should it be awarded to the Proposer.

C. ACKNOWLEDGEMENT OF ADDENDA

Proposer further declares that it has examined the RFP including all Attachments, Exhibits and Addenda, as acknowledged below, and that he/she has satisfied himself/herself relative to the requirements, procedures and rights of this RFP. Acknowledgment is hereby made of receipt of the following Addenda (identified by number) since issuance of the RFP. ***Failure to acknowledge all addenda may result in disqualification of the Proposer.***

Addendum Number	Date

D. SUBCONTRACTORS

Proposer must list all proposed subcontractors, if any, in the table provided below. No change in the proposed subcontractors listed herein will be allowed without the express written consent of CLT. All proposed subcontractors must be able to demonstrate their ability to perform the Work proposed to the complete satisfaction of CLT.

Name of Subcontractor	Description of Work to be Performed

E. EXCEPTIONS

All Work requested in this RFP must be provided for the price(s) set forth in the Compensation Sheet, in strict conformance with the terms, conditions and specifications set forth in the RFP (including any addenda or amendments). Savings associated with the exceptions listed below should be listed separate from the base pricing and such exceptions may or may not be accepted in the sole discretion of the Airport. Exceptions representing material changes to the RFP’s terms (including the form Contract) are grounds for rejection of the Proposal. For each exception listed below include the relevant page number and section of the RFP. If none, state “None”.

Page & Section Number	Section Title	Exception and Proposed Change

F. VERIFICATION AND CERTIFICATION OF AUTHENTICITY OF PROPOSAL

The information contained in this Proposal or any part thereof, including its Forms, Attachments, Exhibits and other documents and instruments delivered or to be delivered to CLT, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CLT as to any material facts.

Submission of this Proposal is the duly authorized official act of the Proposer and the person(s) executing this Proposal and is in accordance with the terms and conditions as set forth in the RFP. The Proposer is duly authorized and designated to execute this Proposal on behalf of and as of the official act of Proposer, this _____ day of _____, 20__.

Company Name: _____

Address: _____

Signature: _____

Printed Name: _____

Title: _____

Phone Number: _____

E-Mail Address: _____

FORM 2
QUALIFICATIONS AND PROPOSER REQUIREMENTS

All statements contained herein must be true and correct. Any omissions or inaccuracies may result in the rejection of this Proposal by CLT. Proposers should note that some responses may require separate sheet(s) for response. Those responses should be appropriately marked corresponding to the question. Proposers should use as many additional sheets as necessary to completely answer the question.

The use of the term "Proposer" in this **Form 2** applies to Proposer and all subcontractors of Proposer that will be involved in the performance of the Work pursuant to the Contract unless otherwise noted.

A. FINANCIAL CAPACITY

Proposer is expected to have the financial ability to move forward with the Work, however, Proposer’s financial information will not be required as part of the Proposal. Upon inspection of the Proposals, CLT reserves the right to request all financial information it deems relevant in assessing the validity of the Proposal. Such materials may include, without limitation, an official bank statement, copies of account records certified by a CPA or a letter of credit. If, after reviewing the Proposals, the City requests that Proposer submit financial information as part of its Proposal, Proposer may choose to mark it "CONFIDENTIAL." Financial information submitted in this manner may not be subject to disclosure under North Carolina’s public records laws.

B. EXPERIENCE AND QUALIFICATIONS

Furnish a statement detailing Proposer’s background, experience and qualifications which at a minimum includes:

- Corporation type;
- State of incorporation;
- Number of years in business;
- Summary of services provided substantially like the Work requested under this RFP;
- Organizational chart reflecting key personnel for the Work including descriptions of their duties under the Contract. Key personnel shall include at a minimum managers and supervisors or the implementation team (as applicable); and
- Names and addresses of at least three (3) companies, excluding CLT, for which the Proposer provided substantially similar Work within the previous five (5) years, provided in the chart below. Additional references, including CLT, may be included in a second form.

	Client 1	Client 2	Client 3
Client Name:			
Description of the Work			

	Client 1	Client 2	Client 3
Dates Provided:			
Compensation:			
Point of Contact (POC):			
POC E-Mail Address:			
POC Telephone:			
Key Personnel Assigned to the Work:			

C. PROPOSER HISTORY

Question	Yes/No	If Yes, include an explanation
Has Proposer ever been subject to claims, actions, demands, suits or other litigation (collectively litigation) brought by any airport owner/operator or others over non-payment of rent or fees, or non-performance of similar Work as that requested under this RFP?		
Does the Proposer have any past due arrearages or is the Proposer in breach of any previous or existing contract with the City?		
Has Proposer declared bankruptcy in the past ten (10) years?		
During the past ten (10) years, have any of Proposer's contracts, leases or other agreements been terminated or cancelled, either voluntarily or non-voluntarily, by another Airport owner/operator?		

D. OPERATIONS PLAN

Proposer should attach an operations plan, clearly marked, that includes information on specific services provided by the Proposer as part of the Work. This could include, without limitation and as applicable, training plan, quality monitoring program, project schedule, implementation plan, transition plan or any other information related to how the Proposer intends to operate in

providing the Work to CLT.

E. STAFFING PLAN

Proposer should provide a staffing plan, which includes how staffing support will be provided to ensure the Work is provided in compliance with the Specifications. This could include, without limitation and as applicable, staffing numbers, schedules, types of positions, location of personnel or any other information that demonstrates how Proposer will provide staffing support for the Work.

FORM 3
NONDISCRIMINATION CERTIFICATION

The undersigned Proposer hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned discrimination, as defined in Section 2 below.
2. For purposes of this form, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of a person's race, color, gender, religion, national origin, ethnicity, age, familial status, sex (including sexual orientation, gender identity and gender expression), veteran status, pregnancy, natural hairstyle or disability, or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the proposal submitted with this certification and terminate any contract awarded based on such proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts or solicitation processes for up to two years.
3. As a condition of contracting with the City, the Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subconsultants regarding this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the proposal submitted by the Proposer and terminate any contract awarded on such proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder.
4. As part of its proposal, the Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. As a condition of submitting a proposal to the City, the Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

Company Name: _____
Signature: _____
Printed Name: _____
Date: _____

FORM 4

CHARLOTTE BUSINESS INCLUSION PROGRAM REQUIREMENTS

A. Overview

For this project, the City will negotiate an **MWSBE** participation goal ("Contract Goal") with the Company. The Contract Goal will be made part of the Company's Contract.

B. Submission Requirements

Although the CBI Program allows CLT to negotiate a goal with the Company, CLT would like to see how the Proposer expects to utilize MWSBEs throughout the course of the Work. Therefore, Proposers are required to complete and attach CBI Form #3 – Utilization Commitment to their Proposal.

CBI Form # 3 should be submitted for this section, stating the MWSBE company(s) that the Proposer intends to use, and a description of the scope of work for each MWSBE company identified, EXCLUDING % or dollar values.

CBI Form #3 is the **ONLY CBI form that should be attached to the Proposer. CBI Form #3 can be found on CLT's website at www.cltairport.com under "Business with CLT – Business Diversity Programs".

To search the database of certified vendors, please go to <https://charlotte.diversitycompliance.com> and click on "Search Certified Directory". The Directory will allow a search of all certified firms by certification and commodity code or scope of work description.

Additionally, a complete list of registered MWSBEs as well as a copy of the CBI Policy is available on the City's website at www.charlottebusinessinclusion.com.

C. Additional Information

The Company will also be required to submit CBI Form #4 – Letter of Intent for each MWSBE the Company commits to use to meet the Contract Goal. These forms are due no later than three (3) business days from the time they are requested by CLT, unless otherwise agreed by the parties. During the term of the Contract, the Company shall be required to submit CBI Form #6 – Payment Affidavit with each invoice submitted to CLT for payment.

Form copies of CBI Form #3 – Utilization Commitment, CBI Form #4 – Letter of Intent and CBI Form #6 – Payment Affidavit can be found on CLT's website at www.cltairport.com under "Business with CLT – Business Diversity Programs".

Company has read and agrees to comply with the above Diversity and Inclusion Program terms and conditions as well as any other terms and conditions set forth in the City's applicable Diversity and Inclusion Plan.

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

FORM 5
CONFIDENTIAL INFORMATION

Company agrees to comply with all Confidentiality Requirements set forth in this Section. Failure to comply with the Confidentiality Requirements set forth herein may result in the rejection of Company's Proposal or termination of the Contract.

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information in any medium (whether written, oral or electronic), obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
 - a. *Plans and Drawings.* Building plans of city-owned buildings or infrastructure facilities, including without limitation as-built drawings of the Facilities, as well as specific details of public security plans, as provided by N.C. General Statute 132-1.7 (a);
 - b. *Trade secrets.* For purposes of this RFP, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures;
 - c. *Security Plans.* Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system as provided by N.C. General Statute 132-1.7 (a);
 - d. *Privileged Information.* Any attorney / client privileged information disclosed by the City.
 - e. *Other Information.* Other information that is exempt from disclosure under the North Carolina public records laws.

For purposes of this Section, the term "Restricted Data" refers to and includes: (a) all Confidential Information that the City is restricted from disclosing under state or federal law; and (b) all Confidential Information that the City is permitted to withhold from disclosure under state or federal law and has elected to withhold from disclosure

The information described in Sections a and c is a subcategory of Confidential Information called "Highly Restricted Information." Highly Restricted Information is subject to all requirements applicable to Confidential Information, but is also subject to additional restrictions as set forth in this Contract if applicable.

The parties acknowledge that Confidential Information includes information disclosed prior to submission of a Proposal as well as information disclosed after submission.

2. **RESTRICTIONS AND REQUIREMENTS.** The Company shall comply with the following restrictions and requirements regarding Confidential Information:

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- a. Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.
- b. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- c. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company who: (a) has a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Proposer, and (b) has executed a confidentiality agreement incorporating substantially the form of these requirements. Notwithstanding the forgoing, Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- d. Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized under these Confidentiality Requirements or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- e. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- f. Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by these Confidentiality Requirements.
- g. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert these Confidentiality Requirements as grounds for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- h. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- i. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- j. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by these Confidentiality Requirements. Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides

the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by these Confidentiality Requirements.

- k. Company shall ensure that each person who obtains access to Confidential Information through Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to these Confidentiality Requirements.
3. **EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- a. was already known to Company prior to being disclosed by the City;
 - b. was or becomes publicly known through no wrongful act of Company;
 - c. was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - d. was used or disclosed by Company with the prior written authorization of the City;
 - e. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the other party notice of such requirement or request;
 - f. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that these Confidentiality Requirements will be applicable to all disclosures under the court order or subpoena.
4. **REMEDIES.** Company acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.
5. **DATA.** The Company will treat as Confidential Information all data provided by the City or processed for the City or for citizens under these Confidentiality Requirements (including metadata). Such data shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Confidentiality Requirements.

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

FORM 6
PRICING WORKSHEET

Regardless of exceptions taken, Proposers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project.

In completing the compensation worksheet, the following instructions should be followed:

1. All price increases over the term of the contract should be noted.
2. If/when there is an error in extension prices, the unit prices, when available, shall govern.
3. If/when exceptions are taken, pricing must reflect the requested items as stated in the Specifications and as if the exceptions were not accepted by the City. However, in a separate section Proposer shall include any cost savings attributed to the exceptions if accepted by the City.
4. All discounts should be computed into the prices offered where feasible. When a prompt payment discount is offered, it will not be considered in the award of the Contract except as a factor to aid in resolving cases of identical prices.
5. Additional costs associated with the Work must be added as separate line items to the worksheet.

It is understood that the pricing, terms and conditions of this Proposal confirm with the requirements set forth in this RFP and are firm and irrevocable unless provided in writing to CLT.

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

SECTION 3: CONTRACT

EXHIBIT A SPECIFICATIONS

A. General Scope: The Charlotte Douglas International Airport (CLT) seeks to award a contract for landscaping maintenance services of common areas, including facilities, roadways, field & drainage areas, and inclusive of turf, shrubs, ground cover, and trees, mulching, bedding areas, annual color, trash control, and chemical application. The landscape maintenance service area is divided into multiple Zones (zones 2 and 3, also referred to herein as "Zone" or "Zones"). Zone 2 is primarily parking areas and mowing along Billy Graham Parkway and Minute Man Drive. CLT intends to award each Zone to separate companies; however, each company is encouraged to propose on any Zone for which they qualify. CLT reserves the right to award multiple Zones to a single company (also referred to herein as "Contractor") based on budget or qualifications.

Refer to Appendix A for a map of the landscape maintenance areas.

All work must meet accepted standards as set forth in industry documents and this scope of services. The Contractor must be able to perform the majority of work each weekday (Monday – Friday) with litter control occurring each day of the week, including weekends. Work may on occasion be required on Saturday or at night to accommodate traffic and safety concerns at the site.

Work is divided between regular maintenance, which is performed daily or weekly, and yearly maintenance, listed as annual for work that occurs an average of once each year.

The Contractor shall furnish all material, labor, tools, supplies, equipment, transportation, superintendence, insurance, taxes, contributions, and all services and facilities unless specifically excepted, required to maintain the property as set forth in this RFP.

Where not explicitly stated, frequencies to perform tasks will be at the discretion of the Airport Landscape Representative.

No on-site space will be provided. Contractors must commute on and off-site daily.

B. Regular Maintenance Scope of Work

1. Litter and Turf Maintenance: Zones 2 and 3

Litter Control: Litter must be removed each day of the week, Monday through Friday. The contractor shall maintain all grounds free of litter, debris, or other detriment. This shall include all buildings and common areas, lawns, bedding areas, flower beds, tree rings, parking, sidewalks, hard surface areas, roadsides, roadways, curbs, gutters, and fence lines or similar

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and natural areas. Areas shall be maintained free from paper, trash, stumps up to four inches (4") in diameter, limbs up to 4" in diameter, twigs, leaves, weeds, visibly dead or other undesirable material. All landscape debris must be removed and hauled away offsite and disposed of by the contractors. All trash collected on site can be disposed of in various dumpsters on CLT campus.

2. Turf Mowing: Zones 2 and 3

The work covered by this section consists of all labor, materials, equipment, and performance of all operations necessary or required to mow, trim, edge, control weeds, disease and/or pests, and otherwise maintain all turf for both common and building areas.

Quality Assurance: All work shall comply with applicable Federal, State, County, and Local regulations governing landscape materials and work. Work shall be in accordance with accepted standards and timelines as established by North Carolina State Extension and other applicable industry standards.

Clean-ups shall be performed immediately after all mowing operations and all edging operations. At no time shall clippings or debris remain upon any sidewalk, curb, gutter, or roadway after operations.

Grass clippings and debris are to be blown from walkways, curbs, driveways, concrete pads, buildings, or similar after each mowing or edging operation. Grass "rows" will not be allowed to accumulate on turf surface and will be blown clean or double mown at each mowing cycle. Grass and debris will not be blown or allowed to accumulate in parking lots, entrance doors, HVAC units, or other areas where it is unsightly or may cause damage. Grass and debris shall not be deliberately blown into storm drains, drain-ways, or bedding areas or where debris may strike pedestrians or vehicles. Bus shelters impacted by mowing operations shall be blown clean throughout the entire structure.

Mowing operations shall be avoided during excessively wet periods except when otherwise required by the Airport Landscape Representative. Mowing patterns will alternate, wherever possible, to reduce rutting and compaction upon the turf surface. Any, and all ruts, scalps, or other turf damage caused by mowing operations shall be repaired by the Contractor at their expense.

At no time will trash be cut or mown over during mowing operations. All trash, debris, etc. must be removed prior to cutting turf.

Turf mowing of slopes located on Wallace Neel Rd shall be done bi- weekly. Mowing is to be done to the secure fence.

Where turf areas are too narrow to allow mower access the Contractor will trim grass to a uniform level during each mowing cycle using a string trimmer. In the case of guardrails or similar the Contractor will trim beneath and both sides of the rail to a minimum distance of

three feet behind the rail or to a naturally occurring barrier whichever is greater. Chemical trimming may be used in Zones 2 with spray confined to the smallest possible area to achieve control.

Where applicable on primarily fescue turf the mower blades shall not be set lower than four inches (4") to prevent scalping. In the case of a homogeneous Bermuda turf the mowing height may be lowered to three inches (3") provided no scalping occurs.

Timeframe: Mowing operations must be completed within a four (4) daytime frame.

Edging: With each mowing cycle all bed edges shall be trimmed with a string trimmer or blade edger. If Bermuda creep is evident bed edges shall also be sprayed. All sidewalks, curbs, road islands or other hard surface areas will be edged with a blade edger only. Edges shall be maintained as clean lines or curves, without scalping of adjacent turf or detriment to other plant material or structures. All grass around buildings, drain ways, guardrails, medians, light poles, or any other structure on the property shall be trimmed with each mowing cycle. All curbing and sidewalk need to be blown after all edging and mowing work.

Drainage Areas: The Contractor shall consistently maintain all drainage areas lined with riprap, as well as bridges, overpasses, and drainage culverts, in a trimmed and weed free condition.

Mowers: Acceptable mower types include hydrostatic rider or walk-behind and push mowers for commercial applications. All mower blades shall be kept sharp to minimize tearing of the grass during cutting.

Edging Equipment: Acceptable edging equipment types include rotary, metal blade and monofilament trimmers for commercial applications. Metal blade edgers shall be used on landscapes, curbs, and bed lines. Monofilament trimmers shall be used adjacent to hard structures, hydrants, light poles, signs, brick walls, etc. Edging shall occur with each mowing cycle.

Roadsides: Shall be mowed to naturally occurring barrier or default of thirty feet (30') from road whichever is greater. Mowing strip shall pass for a minimum of two sweeps behind all roadway trees. Where street trees are on a slope without mower access, they shall be trimmed between trees and for a minimum width of three feet behind for clearance with each mowing operation. Trimming will occur with each mowing cycle.

The Contractor will not allow brush material from natural areas along roadside to encroach or lean heavily over mowing area and will maintain the tree line in a neat edge to the turf area. Turf shall not be allowed to grow onto road shoulders.

3. Flower Beds: Zones 2 and 3

Flower beds are defined as all areas with annual and perennial flowers, ornamental grasses or

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similar. The Contractor shall consistently maintain beds in a weed, disease, and pest free condition and shall remove and replace dead annual plants as necessary at their expense throughout the entire Zone. Constant blooming shall be maintained in flower planting beds for as long as local climatic conditions permit. Watering in annual areas is required throughout the year. Watering shall be performed as often as needed to maintain a full and healthy stand of annual material. There is limited irrigation available on CLT properties. Where irrigation is available, the Contractor shall be responsible for maintaining the system including winterization for shrub, flower beds and turf areas.

This work shall include fertilization, trimming, training or other pruning, disease, weed and insect control as needed.

Quality Assurance: No trash or debris shall be allowed. A neat and even grass edge around flower beds shall be always maintained. All material will be controlled within the confines of the bedding area. Tall, weeping or spreading material will not be allowed to negatively impact walking areas, driving areas, signage, or other plant material.

Weed control shall be performed within the beds by hand to prevent damage. Turf edge shall not be allowed to encroach into any landscape or annual bed. At no time shall chemicals be allowed to damage annual or perennial material. Any desirable material damaged by chemical controls or other maintenance activities shall be replaced by the Contractor at their cost.

Perennials shall be selectively pruned or deadheaded as needed to encourage re-bloom, proper form, and removed to the ground after fall brown out where applicable. Cut perennial beds shall be mulched to a depth of two inches (2") once per year after fall removal, utilizing double-hammered hardwood mulch. (See Section: Unit Work: Mulching) will need a section reference from procurement. Mulch for annual beds shall be provided by the Contractor.

4. Fence Line Clearing Zones 2 and 3

Fence lines shall be maintained free of wild vines, brush, weeds, trash, leaves or other debris. Base of fence line shall be sprayed with Monsanto round up or equivalent to a width no greater than one foot (1'). Brush or tree line shall be maintained a minimum distance of two feet (2') from the back of the fence and at no time shall be allowed to contact or grow through fence material. This work will cover all fences within Zones including secure perimeter fence where access is possible, parking lots, tenant occupied space, etc. Where fence lines are currently not cleared the contractor shall trim edges to maintain at current condition and will take over all maintenance when they are cleared and returned to clean condition by CLT

5. Fire Ant Control: Zones 2 and 3

All Zones shall be maintained free of fire ants. Where mounds may affect pedestrian pathways or are highly visible, they shall be treated with contact insecticide immediately, the area baited, and the mounds removed once dead. Where the mounds do not pose these issues; the mounds may be baited only. Dead mounds shall be flattened and re-seeded in highly visible

areas.

Chemical selection is at the Contractor's discretion. At no time shall chemical applications negatively impact waterways, drainways, environmentally sensitive areas or pose other environmental detriment. Many of the parking lots drain to creeks and are of an environmentally sensitive nature. All chemicals used shall have no residual soil activity. Any material accidentally applied to hardscapes shall be blown or swept into mulch or grass areas to prevent run off.

6. Slope Maintenance: Zones 2 and 3

This work incorporates all labor, material, supplies equipment and performance of all operations to trim and maintain slopes. Slope work is defined as areas that cannot be accessed by a standard mower, or which would be damaged using a mower. Bush hogging areas are denoted as hatched areas on the maps. It is the Contractor's responsibility to review each area and determine maintenance method.

a. Grassed Slopes: Zones 2 and 3

CLT defines grassed slopes as those slopes with love grass, hard fescues, or other stabilizing grass types as the primary component. These primary grasses shall be allowed to grow to a natural height not to exceed one foot (1'). These areas will have all woody material or weed material removed from the stand once per year. Woody material shall be cut to ground, stumps sprayed, and debris removed from the slope. Other weed materials shall be cut to ground and sprayed. The entire stand shall be cut back once per year and allowed to re-grow.

b. Brush Slopes: Zone 2 and 3 (noted by hatched lines on map)

Both bush hogging and brush slopes are denoted in hatched lines and may be a mix of both. Contractor is responsible for viewing sites and determining methods of control. Brush slopes are defined as those consisting of general brush material that cannot be accessed with ride-on equipment due to grade or other factors. These areas shall not exceed two feet (2') of height and when cut will be brought to a maximum height of six inches (6") and material dropped in place, including all grass, weeds, saplings, and other overgrowth vegetation. Work must ensure that adjacent trees are not damaged during operations. Work will include string trimming around obstacles such as foundations or other hard objects as needed to maintain the overall height of the stand. The slope at the corner of Minuteman and First Flight Drive shall also have all kudzu sprayed out of the stand.

c. Turf Slopes: Zones 2 and 3

Where the turf is maintained at a standard height of 4-6" and mowers would cause rutting, the lawn shall instead be maintained with a string trimmer with each mowing operation. Example areas include but not limited to, the Old Dowd and Overlook Intersection slope, The Leyland Slope behind the CLT Center, and the Yorkmont Oak Slope.

7. Bush hogging: Zones 2 and 3 (delineated on the maps in hatch lines)

Both bush hogging and brush slopes are denoted in hatched lines and may be a mix of both. Contractor is responsible for viewing the site and determining methods of control. These areas consist of general meadows or rough turf and can be accessed with ride on equipment. These areas shall be cut every other week during the growing season March to October. Grass rows shall not be permitted. String trimming around man-made obstacles and at curbs is required.

There are some areas on the site for bush hogging that are inside fenced areas. These areas, denoted by hatched lines, shall be opened once to twice a month depending on needs, all material cut and dropped, and all hardscapes and gravel areas sprayed. Heavy clippings shall be raked out and removed.

8. Detention Pond Maintenance (BMP): Zone 2 and Zone 3 (delineated on the map in dark blue)

The Contractor shall be responsible for mowing around these detention areas near Employee Lot 2 and Employee Lot 1 on the regular mow cycle. The banks of these areas will be trimmed from April to October to a height between three inches (3") and six inches (6"). The sand filters will be raked four (4) times a year. Sand filters shall be always checked and maintained free of obstruction and debris, to ensure proper drainage. Remove any debris or vegetation which accumulates and prevents proper flow of water. Additional sand may need to be added, which will be done as additional work. All rip rap areas shall be maintained free of weeds.

Zone 2 has a grass detention pond (located beside the old museum) and should be mowed along with the areas around the detention area. The rip rap shall be kept weed free. Remove any debris or vegetation which accumulates and prevents proper flow of water.

9. Leaf Removal: Zones 2 and 3

The entire site shall be maintained free of fallen leaves. All leaves shall be removed from all grassed, mulched, and hard surface areas consistently throughout the entire Zone to maintain a clean appearance. Leaves shall be collected from gutters and roadsides, parking lots etc. and removed from the site at contractor's expense. Leaves shall not be piled in landscape beds. Areas with high visibility or pedestrian impact shall be addressed first in all leaf removal operations to prevent slip and fall or other safety concerns associated with leaf material. The Contractor will maintain all gutters, drain ways or other waterways free of leaf material.

At no time will the Contractor deliberately blow material into a storm drain, gutter, culverts, and roads or similar. Piles may not be left in streets, on sidewalks or in any area where they may impact traffic or pedestrian access. Leaf removal operations shall not impact traffic conditions. The Contractor will remove all leaf debris from the site.

10. Pruning Operations General Guidelines: Zones 2 and 3

The work covered by this section consists of all labor, materials, equipment, and performing of all operations necessary or required to prune, trim, shape, control disease and/or pests, and

otherwise maintain all evergreen, deciduous, ornamental and/or flowering shrubs and trees within both common and building areas. No dead, dying or diseased material will be allowed to remain in plant bed. These general guidelines are incorporated to control all aspects of pruning operations. The Contractor shall maintain and prune all shrubbery throughout the Zone regardless of size. Contractors shall provide a lift and lift operator and traffic control as needed.

Quality Assurance: Maintenance shall be in accordance with the generally accepted standards of the American Association of Nurserymen and the International Society of Arboriculture and shall comply with all Federal, State, County and Local regulations governing landscape materials and work.

Work found to create open holes, ragged cuts, and irregular growth or otherwise create a detriment to the plant, or the landscape shall be considered as sub-standard and must be corrected by the Contractor immediately. In the case of diseased or infected material, all pruning tools shall be sanitized before working on uninfected material.

Removal of Pruned Material: All cut material must be promptly removed after pruning. No debris shall be left anywhere on the property or on other plant material. All areas including lawns, hardscapes, gutters, roads etc. shall be cleaned of all debris at the end of each day of pruning operations. All cut materials shall be cleaned from the cutting area and shall not be blown under plants.

Equipment: Equipment used in pruning shrubs and trees shall be maintained in a clean, sharp condition to minimize tearing of plant material.

Signage: All building, marketing, regulatory, and/or informational signage up to a height of twelve feet shall be always maintained free of visual obstruction by shrubs or tree foliage.

All pruning performed for line of sight shall leave the material in as aesthetically pleasing a condition as possible. Extreme changes are subject to the approval of the Airport Landscape Representative, the name of which will be provided to the Contractor.

Trees, shrubs, vines, etc. within natural areas that lean, grow, or otherwise impact the mowing clearance or visual sign clearance of the site will be cut back to within natural area limits or to provide clear line of sight to all signage.

Some pruning operations may occur at night to establish a safe working Zone out of conflict with traffic patterns. When work is required to be performed at night, the Contractor and the Airport Landscape Representative will adjust the work schedule/plan accordingly in writing.

All pruning operations must be approved by the Airport Landscape Representative

prior to beginning work. No major tree pruning operations will occur without the prior consent of the Airport Landscape Representative.

a. Tree and Shrub Pruning – Elevated Shrub Pruning Zones 2 and 3

The Contractor shall prune all large-scale material throughout the entire Zone. This incorporates all large-scale shearing work to a height of fifteen feet (15') on average but may incorporate material up to forty feet (40'). Contractors shall provide their own lift or other equipment as needed. Hard pruning or corrective pruning of mature shrubs to rejuvenate plantings will be accomplished in late winter or early spring.

Shearing work shall use sharp blades and create a smoothly defined edge of cut. Tops of flat hedges will be level without variance and shaped to American Nursery Men Standards (i.e., hedge rows) may consist of a flat top and gently curved sides with a slight slope outwards as approaching the bottom. Except where specifically requested no square cuts are permitted on the site. Upright ornamentals will have an even slope to the apex.

Minute Man Way hollies and wax myrtles shall have all material trimmed as needed to maintain a clean and formal line. All other large shrubs over fifteen feet shall be shaped on average once per year but may be greater based on growth.

b. Tree and Shrub Pruning – Selective Zones 2 and 3

This incorporates all work to properly prune plant species or designs which benefit most from selective hand pruning. This material is identified primarily as specimen trees, camellias, laurels etc. Hand pruning shall use sharp appropriate type cutters, i.e., bypass or anvil. Cuts shall be in accordance with nursery pruning standards for plant type.

Tender young vines and similar climbing material shall be controlled through selective hand pruning to their support structure. Where required they will be trained or woven to their structures during this operation. At no time will such material be allowed to escape their structure or invade neighboring plant material. Established vining material may be lightly sheared to shape the fronts and tops. Edges must be trained to the structure to encourage coverage of the support and filling of any gaps. At no time will mechanical shears be used on any rose.

c. Tree and Shrub Pruning - Mechanical Zones 2 and 3

This incorporates all work to properly prune and maintain hedge rows, upright shrubs etc. throughout the site using mechanical shears. When work is required to be performed at night, the Contractor and the Airport Landscape Representative will adjust the work schedule/plan accordingly in writing.

d. Pruning – Tree Canopy Elevation Zones 2 and 3

This incorporates all work to remove root and branch suckers, crossing branches, drooping, damaged or otherwise detrimental limbs of ornamental trees upon the site.

All tree material shall be maintained to provide a clear line of sight to all pedestrian walkways, sidewalks, driveways, signs, and intersections. Within the landscape beds an average clearance of seven feet (7') shall be maintained to provide a clear view of the landscape. Tree canopy shall be lifted to an average height of seven feet (7'), where feasible based on current size. All water sprouts, suckers, crossing branches, dead and dying limbs or other detrimental material shall be removed to a height of twelve feet (12'). Average height of canopy is generally accepted to be seven feet (7') but may vary based upon location, size of material, impact on roadways etc. Final canopy level is at the discretion of the Airport Landscape Representative. At no time shall any tree be "topped" by the Contractor. The Charlotte Tree Ordinance assesses penalties for 'topping' protected trees, which shall be borne by the Contractor for any trees within the boundaries shown in Appendix A that are found to be "topped" by the Contractor. Pruning of tree leaders shall be avoided while pruning of secondary leaders for subjugation purposes is encouraged where possible and relevant to the species in question. All trees shall be maintained in such manner as to follow the natural growing shape of the plant. All trees shall be pruned to encourage strong branch attachments, dominant leaders, and good air flow throughout the canopy. "Lion Tailing" is not an acceptable practice.

11. Weed Control and Chemical Use General Guidelines: Zones 2 and 3

This incorporates all work to remove, prevent, control, and maintain in a weed free condition all mulched, hard surface and turf areas throughout the Zone, including all parking lots, sidewalks, road shoulders, stairs, etc.

a. Application of Herbicides and Pesticides: Zones 2 and 3

All chemical applications will follow the safety guidelines, standards and application methods as set forth by the NC Department of Agriculture regarding ornamental and turf sections of the applicators license. The product label and Material Safety Data Sheet (MSDS) must be available onsite during chemical applications. Chemical application records must be provided to the Airport Landscape Representative upon request. All liquid chemical applications shall use blue tracker dye. Special care shall be taken to prevent herbicide contact with shrubs, ground covers and trees. In the event of damage caused to the turf or landscape from chemical the Contractor is responsible for all renovation or replanting costs and will water and maintain all replaced material for one (1) year from date of install at their cost. Sucker growth shall not be sprayed. The Contractor is responsible for providing all required personal protective equipment (PPE) for staff for all chemical operations. CLT requires all staff working on the site to meet the minimum safety standards for work being performed. Additionally, the Contractor shall not allow faulty, leaking or otherwise detrimental equipment to be used upon the site. The Contractor is responsible for all cleanup and damage resulting from or relating to any spill or other incident occurring from herbicide/pesticide use by their staff on the site. All spills must be reported to the Airport Landscape Representative. CLT is a commonly windy site. The Contractor is responsible for all equipment and practices required to reduce drift contamination of chemical. Weeds that have exceeded a maximum height of four inches (4")

will be trimmed and sprayed or removed by hand. Chemical application must be performed in such manner to complete the work throughout the Zone within a one-week time frame.

b. Weed Control Post Emergent Beds and Tree Rings: Zones 2 and 3

This incorporates all work to maintain all planting beds, tree rings, and other mulched areas free of weeds. Weeds that have exceeded a maximum height of four inches (4") will be trimmed and sprayed or removed by hand. Where chemical use is not viable or approved weeds shall be removed by hand. Examples: within stressed juniper beds, adjacent to sensitive material such as roses, perennials, annuals etc. All mulched areas shall be maintained free from all weeds, vines etc. If weed material has encroached and spray out is unsightly, the material shall be sprayed and trimmed or pulled and the area lightly mulched to maintain a clean appearance.

c. Hard surfaces: Zones 2 and 3

All hard surface areas shall be maintained free of weeds. This section incorporates all work to maintain all hardscapes including sidewalks, curbs, gutters, parking lots, parking lots, parking barriers, cracks, road shoulders, underpasses, pole bases, sign bases, and similar free from all weed material. At no time will chemicals be allowed to contact desirable material or pose run-off issues.

d. Weed Control Pre-Emergent Guidelines: Zone 2 and 3

Numerous areas of the CLT drain to creeks or other environmentally sensitive areas. The Contractor is responsible for the safe application of chemical to the site and will be held responsible for all damages caused from said applications. Appropriate chemicals for targeted application will be used. The Contractor is responsible for determining chemical mixes for best efficacy. Desired result is best control with least residual activity for post emergent chemical. If current stand of weeds is evident and pre-emergent is being used for successional control the current stand of weeds must be treated with a post-emergent herbicide prior to application of pre-emergent.

e. Pre-Emergent Weed Control – Mulched Areas: Zones 2 and 3

Control shall be applied to all mulched areas with type based upon targeted species. Chemicals shall be broadcast across area and will be blown, rinsed, or otherwise safely removed from desirable material. At no time will chemical applications impact roadways, driving conditions or otherwise detrimentally affect the site or its clients.

Unit Work for Annuals and Installation: Zone 3 Only

The Contractor shall provide all material, labor, and equipment necessary to perform all operations necessary each spring and fall to test, amend, and prepare flower planting beds as well as installation, watering, fertilization, and mulching of annual flowers at all current plant bed locations throughout the Zone. The Contractor will water all annual beds regularly (as needed) throughout the year as part of regular maintenance. Bed amendments include but are not limited to compost, improved soil mixes, aged pine fines or similar. Contractor will

provide any bed amendments. All supplies must be provided by the Contractor. Annuals will be installed twice per year and mulched with aged pine fines of good quality or similar and uniform composition no greater than two inches (2"). The Contractor must hold a City of Charlotte water permit allowing direct fill of tanks from the fire hydrant system. This permit is required for work on the site.

Contractor shall have 60 days from issuance of contract to obtain permit. The Contractor is responsible for replacing all annual material lost due to lack of water, pest, poor fertilization, or disease. Annual planting plans are the responsibility of the Contractor and must be approved in writing by the Airport Landscape Representative prior to each seasonal installation. Plans must be submitted a minimum of five (5) months prior to installation to allow time for procurement.

Quality Assurance: Flower bed preparation, installation, and maintenance of flowers shall be in accordance with the generally accepted standards of the American Association of Nurserymen and shall comply with all Federal, State, County and Local regulations governing landscape materials and work. All beds and flowering materials shall be maintained free of all pests, disease, or other issues. Amendment quantities will be enough to maintain all beds at approximately six inches (6") above grade.

Equipment: Bed Preparation- A rotary tiller shall be used to amend and prepare flower planting beds to a minimum depth of twelve inches (12") during each annual's operation. Beds shall be evenly raked with a crowned center to allow for proper drainage and prevent standing water.

The Contractor shall install provided flowers in properly prepared planting beds. Flowers shall be installed on six-inch (6") centers, staggered in each direction on average for winter annuals, and twelve-inch (12") centers, staggered in each direction on average for summer annuals. Actual spacing will be determined by plant selection and operational needs.

Specifications For Annuals

- a. The Contractor shall agree to the following specifications upon acceptance of the Purchase Order Number for the plant order. The lack of adherence can result in rejection of plant material supplied for the City of Charlotte.
- b. **There shall be no substitutions of plant varieties or sizing by the supplier without prior approval.** Should crop failure or other issues requiring substitution occur, prompt notification shall be given to the Landscape Supervisor of CLT. At which point CLT is released from any obligations to the Contractor and may obtain the plant material from an alternate source.
- c. Size of plants, spread of roots shall be in accordance with American Standard for Nursery Stock, latest revision, as published by the American Association of Nurserymen, Inc. All plants of each variety shall be uniform in size and configuration

and shall be labeled with correct plant name and size.

- d.** Plant nursery labels shall be durable and legible, stating the correct plant name and size in weather-resistant ink or embossed process lettering. Nursery labels shall be attached securely to plants, bundles, and containers of plant materials of each specified type delivered at the following units of measure:

Flats	1 label per Flat
Containers	1 label per containerized plant
Gallons	1 label per container

- e.** Soil mix shall be of a quality to promote healthy, vigorous growth of the root system and the plant. Soil mix shall be sterile -- free from weeds, insects, and diseases. The pH of the soil mix shall be proper for the variety being grown. Soil type shall not shrink excessively upon drying and shall have good drainage.
- f.** Plants shall have a well-developed root system that holds soil in place once removed from the container. The root system shall not be root bound (a condition where the root system is dense in mass), excessively intertwined, or have an established circular growth pattern.
- g.** All material shall be full to the edge of the pot, deeply and firmly rooted. When planted in multiples per pot material shall be full to the center without large gaps or spacing, deeply rooted and the entire root ball shall be intact when lifted gently, but not root bound.
- h.** Plants shall be disease and insect free. All plant foliage shall be well branched, uniform, and compact. Plants shall not be leggy or tall in growth habit and shall have sturdy stems. Foliage shall have good color resulting from a well-balanced fertilizer program.
- i.** A representative from the Landscape team of CLT may visit the Contractor/subcontractor's (grower's) operation two weeks prior to the delivery date to view the plant material being grown. During this visit the plant varieties will be verified, the health of the plants will be assessed, and the stage of development will be determined. The grower shall be present during this visit.
- j.** Plants must be acclimated to tolerate the prevalent weather conditions at the time of delivery and thereafter.
- k.** Just prior to delivery, plants shall be well watered.

I. Definitions:

- 1801 flat
 - 3 1/8 x 3 1/8 x 3 Deep with 18 individual plants
 - Minimal soil amount is 30.5 cubic inches

- 601 Flat
 - Tray of 6 square sections per tray with a height of 2 1/4"
 - Minimal soil amount is 11.85 cubic inches

- 1 gallon
 - 8" x 5" deep
 - One gallon of annual flowers may be planted with 3-4 individuals. All shall be full to the edge of the pot, with no gaps between and a minimum of 6" tall based on material.
 - Ornamental grasses shall have a single plant only.
 - Minimal soil amount is 173.25 cubic inches

- 4" Round pot
 - 4.25" x 2.75" x 3" deep.
 - Tray of 4" pots shall have a total of 10 pots per tray.
 - Minimal soil amount is 43 cubic inches

- 6" Round Pot
 - 6" x 5-3/4"
 - Trays of 6" pots shall have a total of 6 pots per tray.
 - Minimal soil amount is 25.75 cubic inches

C. Unit Work Mulching: Zones 2 and 3

The work covered by this section consists of all materials, labor, equipment and performing of all operations necessary or required to mulch all existing beds, ornamental and/or flowering shrubs, trees, natural areas, and flower beds within both common and building areas through the entire Zone. Leaf removal shall be performed before mulch operations. Mulch within annual bed areas shall conform to Annual Mulch specifications, where applicable the edges shall be mulched in the fall per this section. Mulch shall be applied at an average depth of 2-3" **and shall not contact the base of trunks, shrubs or other material.** Mulch rings which have exceeded an overall depth of four inches (4") shall be raked out to reduce height and reformed. If excess mulch cannot be reformed to new tree ring it shall be raked out and removed. In both cases a new top dress of mulch shall be applied to a depth no greater than two to three inches (2-3").

All bed lines will be hard raked or tucked and clearly defined with a smooth even edge. Mulch will not be thrown into or allowed to sit on plant material. Perennial material damaged or reduced by mulching operations will be replaced by the Contractor at their expense. If mulch is applied with a blower unit special care shall be taken to clear all tree crotches, branches,

and adjacent hard surfaces of debris. At no time will adjacent vehicles, pedestrian paths, or roadways be negatively impacted by blowing operations.

Mulch must consist of hardwood product no greater than two inches (2") in size on average and sourced primarily from lumber operations. Material must be free from all soil, rocks, debris, grass, leaves, bags, or other deleterious material. All quantities must be properly aged and heated to prevent weed contamination and avoid "green" effect of nitrogen on the soil. Material must be reasonably consistent in dark brown color and texture across all loads. Shredded or powdery mixes will be rejected. Material that is too fine and becomes hydrophobic shall be removed or mechanically loosened at the contractor's expense.

Contractor is responsible for maintaining these areas in a clean condition and shall not impact regular operations of the site.

Contractor is responsible for the purchase, supply, and installation of mulch materials in all Zones. Mulch should be hardwood mulch.

Quality Assurance: Mulching shall be in accordance with the generally accepted standards of the American Association of Nurserymen and shall comply with all Federal, State, County and Local regulations governing landscape materials and work.

The Contractor shall top dress mulch in any areas that have been damaged or rutted throughout the year as needed.

D. Irrigation: Zone 3 Overlook Only

As outlined, the Contractor shall perform the tasks identified herein.

Once a week, the Contractor shall check actual flow rate and working pressure for each irrigation shift under regular operating conditions (i.e., when the system is active for at least half an hour and stabilized), compare the data collected to the benchmark data, and check that the water reaches the ends of all the driplines.

Once a month, the Contractor shall check the pump's flow rate and pressure at its outlet and flush the driplines. (A higher or lower frequency may be required, depending on the type and quality of the water). If the filtration system is automatic, initiate flushing of the filter/s and check that all the components work as planned. If pressure-regulating valves are installed, check the pressure at the outlet of each one of them and compare these figures with the benchmark data.

Once a growing season starts, the Contractor shall perform the following twice or three times in a growing season, depending on the type and quality of the water used. Check all the valves in the system. Check the level of dirt in the system (carbonates, algae and salt sedimentation).

Check for occurrence of dripper clogging. Flush the piping - main line, sub-mains and distribution pipes.

Inspection of the pump once a month: Visually inspect the pump for integrity and for leaks from its impeller chamber (if applicable), inlet, outlet pipes and accessories. Make sure the pump and its immediate environment are clean and free of any unrelated objects that might obstruct proper aeration of the pump's motor or block accessibility for maintenance. Check the screen at the pump's inlet for clogging. Check for rust on the pump and its accessories. Make sure the electrical supply to the pump is properly isolated and protected from moisture. Make sure the pump starts smoothly (In the long term, start-up vibrations might damage the pump). Check that the pump sounds as usual, free of hiss or irregularity that might suggest stress or a mechanical problem within the pump. Check the flow rate and the pressure at the pump's outlet and compare the results to the benchmark data.

Visually inspect each valve for integrity and for leaks. Activate each valve - manual, hydraulic or electrical - and make sure it opens and closes according to its specific function and purpose. Visually inspect air relief valves for dripping that might suggest faulty sealing of the valve mechanism. If pressure-regulating valves are installed, check the pressure at the outlet of each one of them and compare it to the benchmark data. Make sure the flushing valves are installed at the dripline flushing manifold open when dripline flushing is initiated

At the start of the irrigation sequence, when the flow and pressure are stabilized, visually inspect the driplines for integrity and for leaks. (In SDI systems, check for puddles that might suggest the existence of leaks). Check the pressure at the end of the furthest dripline when the flow and pressure are stabilized. At the end of the irrigation sequence, visually inspect the wetting pattern on the soil. Dry areas or an uneven pattern might suggest clogging in the dripline.

Flushing the irrigation system reduces the accumulation of pollutants to a minimum, by pushing them out of the system. The system must be flushed at regular intervals. The frequency depends mainly on the water quality and the maintenance program. Flushing of the irrigation system is comprised of 3 processes: Filter backflushing. Flushing main and sub-main lines. Flushing driplines.

Flushing of main, sub-main and distribution lines: Flushing may be automatic or manual. Manual flushing of main, sub-main and distribution lines should be carried out as follows: Flush the pipes in this order: main line, sub-main lines, distribution lines. Open the flushing valves of each one of them in turn while under pressure. The process of flushing the main, sub-main and distribution lines consists of two waves for each: The first wave removes contaminants collected at the end of the pipe. The second wave removes contaminants from the pipe. The color of the water is not as dark as in the first wave, but the process takes more time. Flushing must continue until the water is visually clean.

Flushing should be performed as often as needed to keep the driplines clean; this depends on seasonal water quality and the effectiveness of the system filter. All the driplines in a plot should be flushed in sequence in a single flushing event. Driplines should be flushed until the flushed water runs clear. Flushed water should be disposed of properly to avoid deteriorating the system's inlet water quality and/or the quality of the environment surrounding the site.

At the end of the growing season Inject chemicals for the maintenance and flushing of the main line, the sub-main lines, the distribution pipes and the driplines. Flush the driplines. Prepare the system for the inactive period between the growing seasons. Perform winterization of the system in regions where the temperature might drop below 0°C (32°F).

E. Tree Planting Reference: (damaged trees only) Zone 2 and 3

This information is provided as a reference if the Contractor is at fault for damages to a tree and CLT wishes that the Contractor correct and/or mitigate those damages. All pruning work shall be in accordance with International Society of Arboriculture (ISA) standards. Large caliper installations will occur in the winter during the dormant season. Every effort will be made to avoid planting any trees in warm weather. CLT's written consent is required for this work outside the scope of this agreement.

All Trees shall have any crossing, or poorly structured material removed from the canopy prior to installation.

Trunks shall be straight and undamaged.

The root flare will be visible and the topsoil level of the root ball even.

Final level of the root ball and root flare will be level with original soil grade. Roots will be free of any visible girdling or root bound conditions.

Burlap and wire shall be removed from the top half of balled and bur lapped material.

All material shall match American Nursery Standards for the type and size of the specific plant. Back fill will be broken or tilled and gently tamped to prevent shifting.

Plant To Ground Relationship: Contractor shall observe proper plant to ground relationships for all shrubs and trees as follows:

Plant material that begins to lean shall be straightened and stabilized by guying or other acceptable methods under the scope of this contract.

Plant material installed by the Contractor that is deemed by industry standards to have been planted too low, has settled, or been planted improperly, will be replanted, or replaced by the

Contractor at their expense.

Plant material installed by the owner that is deemed to have been planted too low, has settled, or been planted improperly will be priced by the Contractor to be removed and replanted at the proper depth.

Plant materials shall not be righted, straightened, moved, or carried by their trunk or branches. Any material damaged by such treatment by the Contractor will be replaced at their expense.

All guy wires and other stabilizing methods used on newly planted trees shall be inspected monthly for tension and removed one year after installation, or when the tree is well established. Subsequent checks shall be made every six months on all guyed trees until all trees are found stable and all guying has been removed.

Tree straps on all landscape trees are to be removed as soon as tree is stabilized to prevent future girdling of growing trees.

Any damage occurring to the landscape through the negligent actions of the Contractor, their sub-Contractor or either's staff shall be repaired or replaced at the Contractor's expense.

Tree rings shall be a minimum of three feet (3') from trunk on all sides, well formed with clean edges. Root flares shall be clearly visible. Where trees form a dense grove and have shaded out turf, they shall be mulched as a single large bed with the edges clearly defined in a smooth mowing line.

All bed lines will be hard raked or tucked and clearly defined with a smooth even edge. Mulch will not be thrown into or allowed to sit on plant material. Perennial material damaged or reduced by mulching operations will be replaced by the Contractor at their expense. If mulch is applied with a blower unit special care shall be taken to clear all tree crotches, branches, and adjacent hard surfaces of debris. At no time will adjacent vehicles, pedestrian paths, or roadways be negatively impacted by blowing operations.

Mulch rings which have exceeded an overall depth of four inches (4") shall be raked out to reduce height and reformed. If excess mulch cannot be reformed to new tree ring it shall be raked out and removed. In both cases a new top dress of mulch shall be applied to a depth no greater than two inches (2").

F. Pricing:

The Landscape Airport Representative will not approve payment for work performed that has not previously been approved.

The price(s) proposed shall apply for the entire term of the Contract unless CLT approves a price adjustment in writing in accordance with the following terms:

Price increases shall only be allowed when justified in CLT's sole discretion based on legitimate, bona fide increases in the cost. No adjustment shall be made to compensate the Contractor for inefficiency in operation or for additional profit.

To obtain approval for a price increase, the Contractor shall submit a written request via email to the CLT Landscape Airport Representative, together with written documentation sufficient to demonstrate that the increase is necessary based on legitimate increase in the cost. The request must state and fully justify the proposed price increase per unit over the price originally bid.

No proposed price increase shall be valid unless accepted by CLT in writing. CLT may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the CLT's sole discretion. If CLT rejects such price increase, the Contractor shall continue to perform under the Contract.

If CLT approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, CLT shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Contractor shall notify CLT in writing if the market factors on which CLT granted the increase change such that CLT's reasons for granting the increase no longer apply.

G. Work Schedule:

A schedule/plan of work to be performed shall be submitted via email to the Airport Landscape Representative each week. If work schedules/plans need to change due to weather, a special event or other occurrence, the Contractor and Airport Landscape Representative will coordinate changes.

All work must be completed in a timely manner. All mowing operations on average four (4) days across the entire Zone. Spraying operations average one (1) week across the entire Zone. Pruning operations on an average of one (1) week or less across the entire Zone. Exceptions due to weather will be made with communication from the selected Contractor to the Airport Representative. In the event of equipment failure, the Contractor will have three (3) days to repair equipment after which they must provide other equipment to complete the work at the Contractor's expense.

H. Reports:

The Contractor shall submit via email a monthly written report to the Airport Representative detailing large scope activities to include the work accomplished during the prior month and a plan of work for the following month. Report(s) are due no later than close of business on the fifth (5th) day of each month. Additionally, the Contractor must email a written weekly schedule of operations for each Zone and review any adjustments from the Airport Representative prior to beginning work.

I. Product Specifications and Standards:

All products used on the site must be industry recognized brand name. The use of generic or discount brands is disallowed unless specifically approved in writing by the Airport Landscape Representative prior to use. All products must be clearly labeled and in original containers. No damaged, rotted, outdated or otherwise poor-quality materials shall be allowed.

J. Quality Standards:

Documents used to determine standards and quality of work include but are not limited to: Contract specifications, American Standards for Nursery Stock, American National Standards for Tree Care Operations, The North Carolina Agricultural Chemicals Manual, American Horticultural Society Publications and The NC State Extension Turf Files and similar documents. The CLT Landscape Supervisor will have final authority in the application, performance, technical aspects, and standards of all work performed upon the property.

K. Training:

The Contractor shall be responsible for training all necessary personnel, as well as new or additional employees as needed on an on-going basis. The Contractor shall ensure competence of all its personnel for all equipment, chemical, or other operations necessary to perform maintenance operations upon the site and in using the Contractor's products or systems necessary under this Contract.

L. Contractor Personnel:

Project / Account manager: to perform all training of staff, oversight of daily work and schedules, scheduled and un-scheduled ride through of site with Airport Landscape Representative and all other operations necessary to provide well maintained and smooth-running landscape maintenance operations. Must be familiar with all industry standards, practices, and equipment and available by phone each workday.

On Site Foreman / Site Superintendent: to perform all operations necessary to complete the work as defined in this scope. This person will be responsible for their crew and experienced in all work being performed. Must be able to communicate with all staff and be reachable in-field as needed. Must be able to observe and address safety issues and prevent accidents. Must be willing and able to contact CLT Landscaping management staff for assistance with any situation they cannot address in-field.

Crew leader shall be on site whenever work is performed and will possess educational degrees or certifications relating to landscaping. Personnel listed in the RFP must be those assigned to the site unless otherwise first approved in writing by CLT.

M. Environmental Preferable Purchasing:

CLT promotes the practice of environmentally preferable purchasing in acquiring products. Attributes that may be taken into consideration as environmental criterion include the following: recycled content, renewable resources, recyclability, packaging, biodegradability, reduced toxicity, energy and water efficiency, low volatile organic compounds durability and

take back options. Environmental preferable purchasing includes products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. The Contractor is encouraged to supply products that contain environmentally preferable attributes. Certification of environmental standards and other environmental claims must be signed by a senior Contractor official and provided to CLT.

N. Sequence of Operations:

All aspects of the landscape maintenance including shall be performed sequentially, by facility or area, to consistently present a complete, finished, well-maintained image throughout the CLT property.

All work must be completed each week or within agreed time frame, barring adverse weather. Any work found to be substandard, or incomplete may delay payment(s).

When an event delays or prevents the Contactor from completing work, the Contractor must notify the Airport Landscape Representative immediately and propose an alternate work schedule. If the proposed work schedule is not approved by Airport Landscape Representative, the Contractor must provide an alternate means to complete the work at the Contractor's expense.

O. Safety Guidelines:

Contractor is responsible for providing the appropriate methods to ensure the safety of their staff and the safety of any client that may be affected by maintenance operations. Additionally, all staff must always wear high-visibility clothing and have the Contractor name, logo, and individual staff name clearly displayed upon the exterior of the uniform. All vehicles must bear a clear Contractor logo. Watering trucks or other large vehicles must pull completely out of the road whenever possible to perform work. When this is not possible Contractor must provide traffic safety and redirection in the form of safety cones or barrels, signage, flags, etc. as appropriate to safely close a lane. When lane closures are necessary, they must be approved in advance by the Airport Landscape Representative. In low visibility conditions additional lights may be required.

Contractor is required to meet all city, state, and federal guidelines for work within right of ways, roadsides, and other public areas. The Contractor must provide necessary warning devices and personnel for safety instructions to pedestrian and vehicular traffic within the landscape maintenance services area. The following documents are provided as reference:

- The current edition of the Charlotte Department of Transportation (CDOT) Work Area Traffic Control Handbook (WATCH) for City maintained streets.

<https://www.charlottenc.gov/files/sharedassets/city/v/1/growth-and-development/documents/cldsm/2014-work-area-traffic-control-handbook-watch.pdf>

- The current edition of the North Carolina Department of Transportation NCDOT Standard Specifications for Roads and Structures and the NCDOT Standard Roadway Standard Drawing, Division 11 for state-maintained roads.

<https://connect.ncdot.gov/resources/Specifications/2024StandardSpecifications/2024%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>

<https://connect.ncdot.gov/resources/Specifications/2012%20Roadway%20Standard%20Drawings/Division%2011%20-%20Work%20Zone%20Traffic%20Control.pdf>

- The current edition of the United States Department of Transportation, Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) for federally funded highways.

<http://mutcd.fhwa.dot.gov/>

P. Inspections:

The Contractor shall accommodate scheduled and unscheduled inspections of the site, materials, supplies and equipment by the Airport Landscape Representative or a designee. The Contractor shall be responsible for providing a management representative to participate in inspections.

Inspections shall occur on average once per week per Zone. Areas found to be deficient or of unacceptable work quality will be documented by the Airport Landscape Representative during the inspections. The Contractor and Airport Landscape Representative shall agree in writing on the corrective action(s) including a timeline for completion of work.

Q. Wounds and Disease:

All plant materials shall be thoroughly inspected for damage, disease, or pest infestations during all maintenance activities. Contractor is responsible for proper application of all treatments or cultural controls to maintain plant material in a disease and pest free condition. All damage must be reported to the Airport Landscape Representative immediately. In the event shrubs, ornamentals, evergreen, or deciduous trees are damaged due to an act of God or an outside force, the Contractor shall immediately notify the Airport Landscape Representative and prescribe a proper course of action to salvage, eliminate or replace the plant material. Replacement cost will be borne by CLT. Replacement work shall be priced as a separate scope of work upon request by the Airport Representative only. Any loss caused by Contractor activities shall be repaired, replaced and or maintained, for the duration of the establishment period, by the Contractor at their expense.

R. Special Conditions:

All Foremen must be always reachable by phone during work hours.

Zone 3 has work inside secure areas. Personnel must be able to pass federal background checks to receive access and must follow all security protocols. Additional information and requirements are located at www.cltairport.com/credentialing.

Zones 2 and 3 Foreman must be present each day for the entire day as part of the work crew.

S. Planting (Reference): Zones 2 and 3

The Contractor is responsible for replacing all annual installation material that dies or is damaged throughout the Zone with cost to be borne by the Contractor. All planting activities shall follow American Nurserymen or similar standards. All materials shall be of appropriate size in relation to the container, weed, insect and disease free at time of installation and as closely matched to any existing material as possible. Any material found to be of sub-standard quality will be returned to the Contractor at their expense.

Where shrubs are installed individually the hole shall be dug to a minimum of twice the width of the root ball with sidewalls at a forty-five (45) degree to the base of the hole. Roots shall be redirected from any girdling or root bound conditions. Where applicable the root flare of the trunk shall be exposed to establish proper planting level. The top level of the root ball shall be level with original soil line. Original soil will be broken or tilled to a fine texture before back filling to prevent standing water or air pockets within the root Zone.

Where shrubs will be planted in groups such as for a hedge or mass planting the entirety of the bed area shall be tilled to a uniform and minimum depth of twelve inches. Amendments appropriate to modify the soil structure and create a well-drained, fertile root Zone, shall be incorporated to the full depth of the till. Examples include aged compost and aged pine bark fines of not more than a quarter inch in size with smaller being preferred. Beds may be rolled to expedite settling of the soil with a roller no larger than three feet that may be operated by hand.

Material will be planted following all guidelines for solitary installation. Perennials shall be planted following the guidelines for grouped shrubs.

Acceptable bed amendments will include but not be limited to aged pine bark fines, compost or composted cow manure and screened mixes, peat moss, or similar. Use of perlite, sand or stone is not allowed unless approved in writing by Airport Landscape Representative. All amendments must be approved in writing by the Airport Landscape Representative prior to installation.

Future Projects: Zone 3 only

There will be several projects that will be installed over the course of this contract. As these projects are completed, they will become a part of the contract and must be maintained according to specifications. Once those projects are installed, the pricing provided can be

invoiced accordingly.

Maintenance of these areas will begin as soon as final installation is complete. These two areas below should be priced as one.

Appendix B – Wallace Neel 1st Slope to Maintain

Appendix C – Wallace Neel 2nd Slope to Maintain

1. **Post Award Conference.** A post-award conference may be scheduled as soon as practical after the award of the Contract. The Contractor shall attend the conference along with the Contractor's prospective Project Manager and any anticipated major subcontractors and shall provide at such conference a written schedule for the delivery of any Work for which no delivery dates have been specified in this RFP.
2. **Notice to Proceed.** The Contractor shall not commence work or make shipment under this RFP until duly notified by receipt of the executed Contract from the Airport. If the Contractor commences work or makes shipment prior to that time, such action is taken at the Contractor's risk, without any obligation of reimbursement by the Airport.
3. **Options and Accessories.** The Airport may in its discretion purchase from the Contractor options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness and defeat the purpose of the procurement statutes or policies.
4. **Warranty.** All equipment and goods supplied under these Specifications shall be covered by the manufacturer's normal written guarantee and/or warranty (minimum of one year) against defects in materials, workmanship and performance.
 - a. Two copies of the manufacturer's written warranty shall be supplied with the equipment.
 - b. It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.
 - c. Warranty repairs shall be performed by the contractor at the customer's site on request.
 - d. The equipment warranty will become effective on the date of installation of the equipment by the Airport but shall not exceed 24 months after receipt by the Airport.
5. **Preparation for Delivery.**
 - a. Condition and Packaging. All containers and packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Contractor shall make shipments using the minimum number of containers consistent with the requirements of safe transit and available mode of transportation. The Contractor will be responsible for confirming that packing is sufficient to assure that all materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - b. Marking. All cartons shall be clearly identified with the Airport purchase order number and Project Manager's name. Packing lists must be affixed to each carton identifying all

contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of the carton in relation to the total number shipped (i.e. 1 of 4, 2 of 4, etc.).

6. **Installation.** Only experienced professionals should install all Work. All work must be performed according to the standards established under this Contract and meet manufacturer's specifications and industry standards. It shall be the obligation of the installer to obtain clarification from the Airport's Project Manager concerning questions or conflicts in any drawings and the terms of this Contract in a timely manner as to not delay the progress of the work. All licenses, permits and inspections are the sole responsibility of the Contractor.
7. **Returns and Restocking Charges.** The Contractor must pick up the Work to be returned within twenty-four (24) hours from notification. The Airport will not pay restocking fees for Work that have been returned unless it is a specialty item and the Airport has been notified, as the time of placement of the order, of the potential restocking charge. The Contractor will issue a credit memo to the Airport within seven (7) calendar days of the return.
8. **Quality.** Unless the Contract specifically states otherwise for an item, all components used to manufacture or construct any supplies, materials or equipment or goods provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest-grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new," the Airport means that the item has been recently produced and has not been previously sold or used.
9. **Items under Contract.** The Airport reserves the right to add or delete items to the Contract. If items should become discontinued the Contractor shall provide an equivalent or the upgraded version at no additional cost.
10. **Documentation.** The Contractor will provide, where applicable, for all Work purchased under this Contract, written or electronic documentation that is complete and accurate, and sufficient to enable Airport employees with ordinary skills and experience to utilize such Work for the purpose for which the Airport is acquiring them. Such documentation may take the form of user manuals or online instruction.

11. **Compliance With Security Measures.** Contractor acknowledges and agrees that:

The City's Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States ("Airport Security Program") and enforced by the Transportation Security Administration;

Access to the Aviation Department, to the airfield or other secured area by Contractor's officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;

Contractor's officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges ("Security Badges") issued by the Aviation Director;

Contractor shall ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing; and

Contractor may also have to comply with additional project specific requirements, which if applicable, will be included in the Specifications or scope of work of this Contract; and

City shall not be liable to Contractor for any diminution or deprivation of Contractor's rights hereunder on account of the inability or delay of Contractor or his officers or employees to obtain a Security Badge, regardless of the reason; and

Pursuant to the discretion of CLT, the Contractor may be required designate at least two personnel as "authorized signers." The authorized signers must hold a valid CLT badge and are responsible for all required training and the completion of all required documents and process steps to secure and retain valid CLT badges for the employees and subcontractor employees. The authorized signers may need to conduct these activities at the CLT airport.

Badging is not anticipated for work in Zone 2. Zone 3 will require a Contractor's employee to be badged, as there is work within the Air Operations Area (AOA).

12. Safety and Health.

- a. The Contractor agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Contractor's commitment to comply with all federal (OSHA), state and local laws and regulations. The Contractor agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly mitigate all hazards and unsafe conditions its onsite investigation reveals.
- b. The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the CLT has undertaken or assumed any part of that responsibility.
- c. The Contractor will provide employees with safety and health orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment. The Contractor agrees to pay employees for attending such orientations and training. The Contractor will not ask or allow any employee to work or operate any equipment until the employee has received all relevant safety and health training.

- d. The Contractor will furnish, at its expense, all safety and personal protective equipment (PPE) required by the hazard assessment conducted by the Contractor prior to beginning work for the protection of employees.

13. **Other Agencies.** At the option of the Contractor, the services and/or products provided under the Contract resulting from this solicitation may be provided to other governmental agencies, counties, and cities under the same terms and conditions (such as price, services, and products) that are described in this Contract. Each governmental agency allowed by the Contractor to purchase goods and/or services in connection with this Contract shall do so independently of the City; such agency is responsible for its own purchases and must review the goods and/or services prior to acceptance. The City shall have no liability to any entity arising from such third party's purchase of goods and/or services from Contractor in connection with this Contract.

EXHIBIT B

SAMPLE CONTRACT

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

CONTRACT NO. _____

CONTRACT TO PROVIDE:

**Landscape Maintenance Zones 2
and 3**

This Contract (the "Contract") is entered into as of this [insert date] (the "Effective Date"), by and between [insert vendor legal name], a [insert business type i.e. corporation] registered under the laws of the State of [Insert state] and doing business in North Carolina (the "Company"), and the City of Charlotte, a municipal corporation of the State of North Carolina (the "City").

Statement of Background and Intent

- A. The City is the owner and operator of the Charlotte Douglas International Airport ("Airport");
- B. The City issued a solicitation dated [insert date] requesting submissions from qualified firms to provide the City with [insert product/service description] hereafter referred to as the "Work";
- C. The Company submitted a response to the solicitation on [insert date]; and
- D. The Company wishes to provide the Work to the City in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

AGREEMENT

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to the Contract and incorporated into and made a part of this Contract by reference:

Exhibit A: Specifications

Exhibit B: Proposal

Exhibit C: Invoicing Requirements

Exhibit D: Letters of Intent

Any conflict between language in Exhibits and the Contract shall be resolved in favor of the main body of this Contract.

2. **TERM.** The term of the Contract will be for three years from the Effective Date with an option to renew for two additional one-year terms. The Contract may be extended only by a written amendment to the Contract signed by both parties.

COMPENSATION. The Company shall provide the Work in accordance with the Specifications set forth in **Exhibit A** to this Contract. The City shall pay the Company for the Work delivered in compliance with the Specifications and at the prices set forth in **Exhibit B**. This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in **Exhibit B**.

3. **BILLING.** Each invoice sent by the Company shall reference the appropriate contract number, purchase order (PO) number and PO line number for each item on the invoice. The City prefers *not* to receive invoices for goods and services paid for via a purchase card (P Card). When presenting an invoice that has been paid via a P Card, indicate the total dollar amount due as "\$0.00".

All invoices must include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. Invoices shall be provided by the Company to the City at the frequency set forth in **Exhibit A** or where the exhibit is silent, invoices should be submitted monthly. However, at no time should invoices be submitted for Work that has yet to be completed. The Company shall send one (1) copy only of each invoice to: cocap@charlottenc.gov with copy to the City's Project Manager.

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the services.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Detailed billing information is set forth in the Invoice Requirements, attached hereto as **Exhibit C**.

4. **GENERAL WARRANTIES.** Company represents and warrants that:
 - 4.1. It is a legal entity, validly existing and in good standing under the laws of the State or Country where it is registered, and is qualified to do business in North Carolina;
 - 4.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 4.3. The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 4.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 4.5. In connection with its obligations under this Contract, it, and any of its subcontractors, shall comply with all applicable federal, state and local laws and regulations and shall obtain and provide to the City all applicable permits and licenses within ten (10) days of the Company receiving notice of award and within twenty-four (24) hours of demand at any time during the term; and
 - 4.6. The Company shall not violate any agreement with any third party by entering into or performing this Contract.
 - 4.7. The Company has sufficient expertise and resources to perform under this Contract.
 - 4.8. The Work shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 4.9. The Company guarantees the materials and workmanship on all materials and services provided under the Contract and that it will fix any defects at its own expense that are discovered during the guarantee period at the time designated by and to the satisfaction of the Airport;
 - 4.10. All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge; and
 - 4.11. The Work provided by the Company under this Contract will not infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.
5. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the City and the City's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Company's performance, or allegations thereof, under this Contract, except to the extent that the claims, losses, damages, obligations, liabilities and expenses are caused by the negligence of the City, or the City's officers, agents and employees. Such liabilities shall include those arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any of its subcontractors. Company shall purchase insurance, as described in Sections 8 and 9 of the Contract, which shall include coverage for the contractual liability described herein. In any case in which Company provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. This provision shall survive the expiration or early termination of the Contract.
6. **INSURANCE.** The Company shall provide and maintain at its expense during the term of this Contract the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the City as approved by the City's Risk Management Division and evidence of such programs satisfactory to the City shall be delivered to the City

on or before the effective date of this Contract. Such evidence shall specifically identify this Contract and shall contain the express condition that the **City is to be given written notice within ten (10) days of any modification or termination of any program of insurance.**

- 6.1. Automobile Liability. Evidence of current automobile insurance (attach copy of automobile Policy declarations Page(s) in the case of Personal Auto) which show the vehicle and coverage amounts as the appropriate one of the following:
 - 6.1.1. If the Company owns or leases commercial vehicles to provide goods or perform a service under this Contract, Automobile Liability must be provided at a limit of not less than \$1,000,000 per accident, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
 - 6.1.2. If the Company does not own or lease any vehicles, but has employees using their vehicles to perform a service under this Contract, Company must provide Hired/non-owned Automobile Liability coverage at a limit of not less than \$1,000,000 per occurrence aggregate.
 - 6.1.3. If the Company does not own or lease any commercial vehicles to perform services under this Contract, and has no employees using their vehicles to perform services under this Contract, but uses his or her own personal vehicle to perform services under this Contract, Personal Automobile Liability may be provided at limits of not less than \$100,000 each person, \$300,000 each accident and property damage liability of \$50,000.
 - 6.1.4. If the Company is trucking fuel, the Automobile Liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. Company must also supply the City with evidence of motor carrier endorsement MCS-90 as required by the Federal Motor Carrier Safety Administration's Motor Carrier Act.
 - 6.1.5. However, if the Company has access to the Aircraft Operation Area (AOA), all automobile liability insurance limits shall increase to \$5,000,000.00 per accident, combined single limit, each occurrence.
- 6.2. Commercial General Liability. Insurance with a limit not less than \$1,000,000 \$5,000,000 (inside the fence) per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.
- 6.3. Worker's Compensation and Employers Liability. Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit. **If the Company does not employ more than 2 full time employees, Company must attest this fact on company letterhead and include such letter in this Contract.**

7. OTHER INSURANCE REQUIREMENTS.

- 7.1. "City of Charlotte, 600 East Fourth St. Charlotte, NC 28202" shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this Contract.
- 7.2. The Company shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this section and furnished the City with proof of insurance coverage by certificates of insurance accompanying the Contract.
- 7.3. The Company shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.
- 7.4. All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Company must submit evidence of the right to self-insure as provided by the State of North Carolina.
- 7.5. The Company insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this Contract. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees.
- 7.6. The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Company and/or subcontractor.

8. TERMINATION.

- 8.1. TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving thirty (30) days written notice to the Company.
- 8.2. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 8.2.1. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party;
 - 8.2.2. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 8.2.3. The other party ceases to do business as a going concern, makes an

assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

- 8.2.4. Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.
- 8.3. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 8.3.1. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the solicitation, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 8.3.2. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements or failure to provide the proof of insurance as required by this Contract.
- 8.3.3. The Company fails to meet delivery times or the Work does not comply with the terms of this Contract as set forth in **Exhibit A**.
- 8.4. TERMINATION CONVERSION. If the Contract is terminated by the City for cause but it is later conclusively determined that the Company has not in fact defaulted, the termination shall be deemed to have been effected for the convenience of the City and the Company shall be paid through the date of the termination.
- 8.5. NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 8.6. OBLIGATIONS UPON EXPIRATION OR TERMINATION. In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all services in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this

Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Work performed under this Contract to the date of termination.

8.7. NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of the Work or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

8.8. AUTHORITY TO TERMINATE. The Aviation Director or his designee is authorized to terminate this Contract on behalf of the City.

9. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Work, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion.

10. **REMEDIES.**

10.1. Right to Cover. If the Company fails to meet any completion date or resolution time set forth in this Contract (including all Exhibits), the City may take any of the following actions with or without termination this Contract, and in addition to and without limiting any other remedies it may have:

10.1.1. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Work from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and

10.1.2. Deduct any and all expenses incurred by the City in obtaining or performing the Work from any money then due or to become due to the Company and, should the City's cost of obtaining or performing the Work exceed the amount due the Company, collect the amount due the City from the Company.

10.2. Right to Withhold Payment. If the Company breaches any provision of this Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

10.3. Setoff. Each party shall be entitled to setoff and may deduct from any amounts owed to the other party under this Contract all damages and expenses incurred as a result of the other party's breach of this Contract.

10.4. Other Remedies. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy. However, under no circumstances shall the Airport be liable to the Company for damages arising from delay, whether caused by the Airport or not.

11. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
12. **AUDIT.** During the term of this Contract and for a period of three (3) years after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate the Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, related to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **RECORDS.** The Company shall be responsible for keeping a record that accurately states the number of hours worked or quantity of goods provided by the Company in the process of providing the Work under the terms of the Contract. The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Work performed under the Contract, and shall not be required to pay for Work which did not occur or which occurred in breach of the Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, whenever requested by the City.
14. **INSPECTION.** The Airport reserves the right to inspect the equipment, plant or other facilities of the Company to confirm that such conform with the requirements set forth in **Exhibit A** and are adequate and suitable for proper and effective performance of this Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company.
15. **ACCEPTANCE OF THE WORK.** The Work delivered under this Contract shall remain the property of the Company until the Airport physically inspects, actually uses and accepts the Work.
16. **COMPANY PROJECT MANAGER.** Where the Contract requires the Company to provide a Project Manager, their duties shall include, but are not limited to, the following:
 - 16.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
 - 16.2. Acting as the Company's point of contact for all aspects of the Contract administration, including invoicing for the Work, and status reporting;
 - 16.3. Facilitation of review meetings and conferences between the City and the Company's

- executives when scheduled or requested by the City;
- 16.4. Communications among and between the City and the Company's staff;
 - 16.5. Promptly responding to the City's Project Manager when consulted in writing or by e-mail with respect to the Work deviations and necessary documentation;
 - 16.6. Identifying and providing the City with timely written notice of all issues that may threaten the Company's ability to provide the Work in a manner contemplated by the Contract;
 - 16.7. Ensuring that adequate quality assurance procedures are in place through the duration of the Contract term; and
 - 16.8. Meeting with other companies working on City projects that relate to this effort as necessary to resolve problem and coordinate the provision of the Work.
17. **COMPANY PERSONNEL.** City has the right to require any additional personnel it deems necessary for the Services. The City also has the right to require removal and replacement of any personnel it deems unsatisfactory. The Company shall also assure:
- 17.1. That its employees, agents and sub-consultants who normally and regularly come in direct contact with the public shall be clearly identifiable by name badges, name tags, or identification cards.
 - 17.2. Where applicable, that its employees, agents and sub-consultants serve the public in a courteous, helpful, and impartial manner. All employees of the Company in both the field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior or language shall be the responsibility of the Company.
18. **DUTY OF THE COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner the following:
- 18.1. All information reasonably required by the Company to perform each task comprising the Work;
 - 18.2. The City's personnel whose presence or assistance may reasonably be required by the Company to perform each task comprising the Work; and
 - 18.3. Any other equipment, facility or resource reasonably required by the Company to perform the Work.

Notwithstanding the foregoing, the Company shall not be entitled to request the City provide information, personnel or facilities other than those which **Exhibit A** specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources that is not required under **Exhibit A** or requested in writing. However, where the Company provides written notice and the City fails to provide included information, personnel, facility or resources, the Company shall notify the City in writing immediately in accordance with the notice provision of this

Contract. Failure to do so shall constitute a waiver by the Company for any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

19. **COMPLIANCE WITH SECURITY MEASURES.** Company acknowledges and agrees that:

21.1 The City's Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States ("Airport Security Program") and enforced by the Transportation Security Administration;

21.2 Access to the Aviation Department, to the airfield or other secured area by Company's officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;

21.3 Company's officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges ("Security Badges") issued by the Aviation Director;

21.4 Company shall comply and ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing;

21.5. Company may also have to comply with additional project specific requirements, which if applicable, will be included in the Specifications or scope of work of this Contract;

21.6 City shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or its officers or employees to obtain a Security Badge, regardless of the reason; and

21.7 Pursuant to the discretion of CLT, the Company may be required designate at least two personnel as "authorized signers." The authorized signers must hold a valid CLT badge and are responsible for all required training and the completion of all required documents and process steps to secure and retain valid CLT badges for the employees and subcontractor employees. The authorized signers may need to conduct these activities at the CLT airport.

20. **NON-DISCRIMINATION.** Vendor agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Vendor consents to be bound by the award of any arbitration conducted thereunder.

21. **FEDERAL CIVIL RIGHTS REQUIREMENTS.**

21.1. General Civil Rights. In all its activities within the scope of its airport program, the Company agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the

Civil Rights Act of 1964. This provision binds the Company from the solicitation period through the completion of the contract. The above provision also obligates the Company for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:

23.1.1 The period during which the property is used by the airport Sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

23.1.2 The period during which the airport Sponsor or any transferee retains ownership or possession of the property.

21.2. Civil Rights – Title VI Assurances. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the “Company”) agrees as follows:

21.2.1. Compliance with Regulations: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. The current version of the Title VI List of Pertinent Nondiscrimination Statutes and Authorities is included in Section 24 below.

21.2.2. Non-discrimination. The Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and the Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including amendments thereto.

21.2.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the Company’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

21.2.4. Information and Reports. The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Company is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

21.2.5. Sanctions for Noncompliance. In the event of a Company's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i)withholding payments to the Company under the contract until the Company complies; and/or (ii)cancelling, terminating, or suspending a contract, in whole or in part.

21.2.6. Incorporation of Provisions. The Company will include the provisions of paragraphs 23.2.1 through 23.2.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

22. TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

22.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

22.2. 49 C.F.R. Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964), including amendments thereto;

22.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

22.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving

- Federal Financial Assistance);
- 22.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 22.6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 22.7. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 22.8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodations, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 22.9. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).
23. **COMPANY WILL NOT SELL or DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
24. **WORK ON CITY’S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City’s premises, obey all instructions and directions issued by the City’s Project Manager with respect to work on the City’s premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city’s premises. Further, the Company shall be responsible for any damage to or loss of the City’s equipment or facilities arising out of the negligent or willful act or omission of the Company or its subcontractor.
25. **NO LIENS.** All products provided under this Contract shall be delivered and remain free and clear of all liens and encumbrances.
26. **BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under the Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under the Contract (collectively, the “Background Checks”). Each Background Check must include: (a) the person’s criminal conviction record from the states and counties where the person lives or has lived in the past seven years; and (b) a reference check.

- 26.1. The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.
 - 26.2. The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.
 - 26.3. The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background-checks conducted by the City are subject to public review upon request.
27. **CHARLOTTE DIVERSITY AND INCLUSION PLAN.** The City is committed to diversity and inclusion and complies with two different programs, the Charlotte Business INclusion (“CBI”) Program and the Disadvantaged Business Enterprise (“DBE:”) Program, depending on the funding source associated with the Work. The terms and conditions of the applicable program are attached hereto in **Exhibit B.**
28. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard
	Charlotte, NC 28208
	Phone: 704-
	E-mail:
With Copy To:	With Copy To:
	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard
	Charlotte, NC 28208

	Phone:
	E-mail:

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

29. MISCELLANEOUS.

- 29.1. Non-Exclusivity. The Company acknowledges that it is one of several providers of the Work to the City and the City is not obligated to contract with the Company for any particular project.
- 29.2. Time is of the Essence. Time is of the essence in having the Company perform all Work and deliver all items within the time frames provided by this Contract and **Exhibit A**, including all completion dates, response times and resolution time. Except as specifically stated in the Contract, there shall be no extensions of the stated time frames. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless the Contract provides otherwise for a specific situation.
- 29.3. Entire Contract. This Contract including all Exhibits constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and Bid, written or oral.
- 29.4. Amendment. No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.
- 29.5. Assignment, Transfer and Subcontracting. No part of this Contract shall be assigned, transferred or subcontracted by the Company, absent prior written approval by the City, which shall not be unreasonably withheld.
- 29.6. Service Changes and Change Orders. In the event changes to the Work (collectively "Change"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written amendment to this Contract executed by both parties. The amendment shall set forth in detail (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Work including the impact on all delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a written request for the Change. If the receiving party does not accept the Change within ten (10) days, the receiving party shall be deemed to have rejected the Change request. If the parties cannot reach an agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase the amounts payable by the City require execution by the Aviation Director or a designee depending on the amount. Some increases may require execution by the City Manager or a designee or approval by Charlotte City Council.

- 29.7. Governing Law and Jurisdiction. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 29.8. Binding Nature and Assignment. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 29.13 constitute an assignment.
- 29.9. Survival of Provisions. Those Sections of the Contract and the Exhibits which by their nature would reasonably be expected to continue after the termination or natural expiration of the Contract shall survive the termination or natural expiration of the Contract, including but not limited to all definitions and Sections 6.9, 6.10, 7, 10.5, 12, 14, 15 and 27.6.
- 29.10. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 29.11. No Manufacturer or Dealer Advertisement. No manufacture or dealer shall advertise on goods delivered to the Airport without prior approval by the Aviation Director, or his designee.
- 29.12. Waiver. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 29.13. Change in Control. In the event of a change in "Control" of the Company (as defined

below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

- 29.14. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay or interpretation in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond the control of that party including, but not limited to, court order, shortages of materials, acts of God, act of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or other circumstances for which such party is not responsible, which the party cannot reasonably circumvent or which are not in its power to control, for as long as such cause continues. This Section does not include strikes, slow-downs, walkouts, lockouts and individual disputes.
- 29.15. No Limitations on Disclosure. The Company agrees that the Airport shall be able to disclose and distribute to any persons or entities, without restrictions, all Work and samples provided under this Contract or solicitation. The Company specifically agrees that the Airport can and will provide samples of the Work provided under this Contract to the Company's competitors in any future procurement process.
- 29.16. No Bribery. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 29.17. Familiarity and Compliance with Laws and Ordinances. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Work. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 29.18. Taxes. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Work.
- 29.19. Prompt Payment. Provided that there has been no delay or default by City in making necessary funds available to it, Company shall make prompt and timely payment of all its obligations arising out of this Contract. Company shall pay out of its own funds any penalty, fine or like assessment resulting from any intentional or grossly negligent late payment of any obligation related to this Contract. City shall have the right to contact Company's vendors to verify compliance with this provision.

29.20. Ownership of Work Product. The City shall own title to and all intellectual property rights in and to all documents, reports, specifications, designs, developments, computations, and other materials prepared, obtained or delivered under the terms of this Contract (collectively the "Deliverables"). The City may use, transfer, copy and distribute the Deliverables without restriction or limitation. The City accepts responsibility for any changes made by the City to these Deliverables after final submittal by the Company. The City acknowledges and agrees that the Company may retain one copy of each Deliverable and use the Deliverable solely for its internal general reference. Any modification of the Deliverables by the City without the involvement of the Company shall be at the sole risk of the City. The Company shall cooperate with and provide reasonable assistance to the City as necessary to obtain or enforce any patents, copyrights or other proprietary rights in the Deliverables and to execute all Deliverables necessary to give the City full legal ownership of such Deliverables. The Company shall also take all necessary actions to ensure that all employees and approved subcontractors engaged by the Company in connection with the Contract are bound by the terms of this Section. The Company shall, as required for the performance under this Contract and otherwise upon the request of the City or upon expiration or termination of this Contract, deliver to the City all Deliverables. Company acknowledges that all information included in the material provided under this Contract is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Company may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. Company agrees that the City may reveal any trade secrets or confidential information to City staff, consultants or third parties assisting with this Contract. Where information is marked Trade Secret or confidential, Company agrees as a separate indemnity, to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with the City choosing to withhold any material based on Company's designation of said material as a trade secret or confidential.

29.21. Approvals. All approvals or consents required under this Contract must be in writing.

29.22. CLT Project Control Software. Company shall use the City's web-based project control software for records retention and management of the Work documentation. Documents, forms, and processes that will be used in such project include but are not limited to, any schedules, submittals, requests for information, change notices, change requests, project plan, letters, meeting notifications, meeting minutes, and other communication. If an item is not covered by the project control software, submission shall be made as directed by CLT. CLT will provide access, technical service, and training for the web-based project control software at no cost to the Company. Publicity and Other Public Statements. Advertising, sales promotion or other materials of the

Company or its agents or representatives shall limit the identification or reference to this Contract to the general physical description and location of the approved final design or product of the Work. Descriptions of conceptual or alternative designs or products considered for the Work shall not be included in advertising, sales or other materials. As a condition of entering into this Contract, the Company further agrees to refrain from the following, absent the City's prior written approval: (i) making any statement to the media or public regarding the subject matter of this Contract or the City's position on any issue relating to this Contract; or (ii) making any statement to the media or public on any issue which, in the City's judgment, is likely to cast doubt on the competence or integrity of the City or the Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Contract for default.

- 29.23. No Third Party Benefit. The provisions of this Contract are for the sole benefit of the Parties hereto. Except as expressly provided herein, this Contract neither confers any rights, benefits, or claims upon any person or entity not a Party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not Parties hereto.
- 29.24. E-Verify. Unless otherwise exempted, Company shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Company utilizes a subcontractor, Company shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- 29.25. Iran Divestment Act and Israel Boycott. By executing this Contract, the Company represents and warrants that it is eligible to contract with the City because it is not identified as an ineligible company on the State Treasurer's list created pursuant to G.S. 147-86.58 or identified as a restricted company for purposes of the Israel Boycott. The Company also agrees to immediately notify the City if it is identified as an ineligible company on either list at any time.
- 29.26. Construction of Terms. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.
- 29.27. Days. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days.
- 29.28. Conflict of Interest. The Company will not take any action that is or is likely to be perceived as conflict of interest under this Contract. The Company or its subcontractor has not made and will not make any gifts to City employees or officials in connection with this Contract.

30. **NON-APPROPRIATION OF FUNDS.** If the City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will

not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

[ENTER COMPANY NAME]

CITY OF CHARLOTTE

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

EXHIBIT A - SPECIFICATIONS

[To be inserted into final contract after RFP process.]

EXHIBIT B - PROPOSAL

[To be inserted into final contract after RFP process.]

EXHIBIT C – INVOICING REQUIREMENTS



City of Charlotte – Aviation

Finance
5601 Wilkinson Boulevard
Charlotte, NC 28208

Re: Invoice Payment with a Purchase Order Number

To Whom it Concerns,

In order to more efficiently process vendor payments for goods and services, the Aviation Department requests vendor compliance as follows:

1. Before delivering goods and/or services, request a purchase order (PO) from the Aviation Department contact for which the work is being performed. A PO is **not** required if a credit card is being used to facilitate the purchase transaction.
2. Once the request is received, the City of Charlotte (COC) will send an email notification to the vendor that provides the COC PO and/or contract number to include on the invoice.
3. Each invoice **should include** the following information:
 - o The current COC PO number and/or contract number,
 - o The PO line number for each good and/or service (for a multi-line PO),
 - o All applicable sales taxes as separate line. *The City of Charlotte is not exempt from sales tax; therefore, do not combine sales tax with the cost of goods and/or services.*
4. The invoice should be consolidated with the supporting documentation. If the invoice and supporting documentation are separate, clearly notate the invoice number and COC PO number on the supporting documentation.

Submit as a combined document the completed invoice, and supporting documentation, in PDF form either via email or U.S. mail using the billing information below:

Invoice Mailing Address:	Invoice Email Address
City of Charlotte Attention: Aviation Department - AP 5601 Wilkinson Blvd., Charlotte, NC 28208	COCAP@charlottenc.gov In the Subject Line of the email, add the word "AVIATION" & insert the current "PO Number".

Please note: If the Aviation Department has paid the invoice via a credit card, indicate on the invoice the total due as "\$0.00".

For questions about this memo or questions specific to an Aviation invoice, please contact Maria Teresa Allera by phone at 704-359-1869 or by e-mail: maria.teresa.allera@cltairport.com.

EXHIBIT D - LETTERS OF INTENT

[To be inserted into final contract after RFP process.]