



MEMORANDUM

To: Mayor and Members of the City Council

From: Reginald Goodson, City Manager
Stacy Williams, Parks and Recreation Director

Date: March 4, 2026

Re: Consideration - Award of Bid, Cemetery Grounds Maintenance Contract

BACKGROUND:

On June 30, 2026, the current contract to provide grounds maintenance service to the nine (9) City-owned cemeteries will expire. The scope of work, which entails mowing, edging, and debris removal at each location along with other associated tasks will begin on July 1, 2026. This contract contains more detail in its scope of work, quality of work and expectations of the duties.

Parks and Recreation solicited bids for this project on January 14, 2026, and held the bid opening on February 13, 2026. We received two bids from landscape and maintenance companies: Sutton's Lawn Care and Landscaping and K-9 Lawn Care. Both responding companies are based in Elizabeth City. Staff is recommending the project be awarded to Sutton's Lawn Care and Landscaping for \$72,300.00 annually.

ANALYSIS:

The contractors were provided the updated contract requirements detailing the scope of work required for each cemetery throughout the year. The contents of the new contract will allow for more quality grounds services at the cemetery. K-9 Lawn Care's bid was higher for the yearly contracted amount equaling \$89,000 annually (\$267,000 for the full three-year term) in comparison to Sutton's Lawn Care who bid \$72,300 annually (\$216,900 for the full three-year term).

STAFF RECOMMENDATION:

By motion, authorize City staff to enter into a contract with Sutton Lawn Care and Landscaping in the amount of \$72,300 annually for the three-year contract beginning July 1, 2026.



CITY OF ELIZABETH CITY
CEMETERY GROUNDS MAINTENANCE CONTRACT
RFP#

SCOPE OF WORK

The contractor shall provide all labor, equipment, tools, supplies, transportation, materials, and safety gear necessary to perform complete landscaping and grounds maintenance services for nine (9) cemeteries on behalf of the Elizabeth City-Pasquotank County Parks and Recreation department.

LOCATION

The cemeteries are located throughout Elizabeth City, North Carolina including Old Hollywood, Highland Park, Love, Old Oak Grove, First Baptist Church, Christ Episcopal Church, Culpepper, Herrington, and Quaker Cemeteries

SITE LOCATIONS & LOT SIZE *(Please reference location map provided in the bid packet)*

SITE #	CEMETERY	ADDRESS	ACRES	SQ. FT.
1	Old Hollywood	1000 Peartree Street Elizabeth City, NC 27909	21.724758	946330.458047
2	Highland Park	000 Roanoke Avenue Elizabeth City, NC 27909	2.844218	123894.144362
3	Love	325 Burke Street Elizabeth City, NC 27909	0.150944	6575.136201
4	Old Oak Grove	1300 Peartree Road Elizabeth City, NC 27909	10.179988	443440.25717
5	First Baptist Church	300 W. Colonial Avenue Elizabeth City, NC 27909	0.151677	6607.052489
6	Christ Episcopal Church	514 Shephard Street Elizabeth City, NC 27909	1.813433	78993.13274
7	Culpepper	319 Culpepper Road	0.034413	1499.026864

		Elizabeth City, NC 27909		
8	Herrington	1100 Herrington Road Elizabeth City, NC 27909	0.268719	11705.392537
9	Quaker	900 S. Boston Avenue Elizabeth City, NC 27909	0.300494	13089.52276

GENERAL REQUIREMENTS

All work will be performed in a professional and workmanlike manner by experienced and well-trained personnel, utilizing clean, well-maintained equipment all year round.

WEEKLY:

- Removal of litter and debris from turf, planter beds, fence lines, and street curbs.
- Empty trash cans at all designated locations.

EVERY TWO WEEKS

- Mow lawns (2.5–3 inches height) from April 1–November 1, avoiding damage to gravesites and markers.
- Hard and soft edge around all fixed objects (headstones, fences, signs, trees, etc.). Use mechanical trimming (no chemical applications near stones).
- Blow clean parking lots, sidewalks, and roadways after mowing.
- Remove leaves and debris after each service. Prune tree branches (up to 6–8 ft from ground), maintain shrub shape, and remove dead branches.
- Apply contact herbicide to sidewalks and parking lots as necessary (no damage to surrounding turf).
- Apply mulch annually as directed by ECPC Parks & Recreation (materials reimbursed).

MONTHLY

- Aerate, seed, and fertilize as requested by ECPC Parks & Recreation (materials reimbursed).
- Remove dead flowers and unsecured decorations from headstones or tombstones by the first of each month per City ordinance (**§ 93.05 CEMETERY FLOWER REMOVAL**).
- Remove weeds; maintain shrubbery, hedges, and fence lines. Chemical spraying is permitted only in designated non-grave areas.

ADDITIONAL SERVICES

With prior written authorization from the Director of Parks and Recreation, the contractor may perform additional services such as fence repair (*periodic damage and or decay*), pressure washing (*surface clean buildings, fences, sidewalks & other amenities*), tree and shrub removal, or storm cleanup (*cut excessively overgrown greenery*). All additional services will be paid separately at approved rates.

EQUIPMENT

The contractor shall ensure that all equipment is in proper working condition and appropriate for the tasks required. This includes, but is not limited to, trucks, mowing equipment, snow removal equipment, string trimmers, blowers, hand tools, pesticide and chemical weed control sprayers, as well as any additional equipment and supplies necessary to perform the services outlined herein. All required equipment must be owned by the contractor or secured through a formal agreement at the time of contract award.

WORKING HOURS

Permitted working hours are 8:00 a.m.–5:00 p.m., Monday–Friday, excluding City holidays, unless otherwise authorized by the Director of Parks and Recreation or designee. No work shall occur during funerals or services in progress. In the event of weather or schedule disruption, the contractor must notify ECPC Parks and Recreation staff and reschedule within 72 hours. The City observes the following holidays: *New Year's Day, Martin Luther King Jr.'s Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve, Christmas Day and any other day designated by the City Manager.*

COMMUNICATION

Effective and timely communication is essential to the successful execution of this contract. Contractors are required to respond to all communications from the ECPC Parks and Recreation department within 24 hours. Failure to respond will result in a formal warning. Receipt of more than three (3) warnings may result in termination of the contract.

COMPENSATION AND CONTRACT TERM

The City agrees to pay for satisfactory services in accordance with the terms of this contract. Requests for payment will be forwarded to the Parks and Recreation Department for review and approval. Payments will be processed on a monthly basis upon receipt and approval of the contractor's invoice and verification of acceptable performance. Please allow up to 30 days for payment to be issued.

ECPC Parks and Recreation intends to enter into a thirty-six-month (3-year) agreement beginning July 1, 2026, and ending June 30, 2029. _____ submitted a bid of \$ _____ as compensation for the performance of this Contract. This amount will be paid in equal monthly installments of \$ _____ throughout the term of the agreement, commencing on July 1, 2026, and continuing on the first day of each month thereafter, provided the agreement has not been terminated earlier as outlined herein.

INDEPENDENT CONTRACTOR

Both the City and the contractor acknowledge and agree that the contractor shall operate as an independent contractor and shall not, at any time, represent itself as an agent or

employee of the City for any purpose related to the performance of duties under this Contract. Accordingly, the contractor shall be responsible for the payment of all federal, state, and local taxes arising from its activities under this Contract, including, but not limited to, federal and state income taxes, Social Security taxes, unemployment insurance taxes, and any other taxes or business license fees as required by law.

In performing the services outlined in this Contract, the Contractor is acting solely in the capacity of an independent contractor and shall execute all work in accordance with currently accepted methods and practices within the Contractor's professional field, as well as in compliance with the standards of applicable professional organizations and licensing agencies.

INSURANCE AND INDEMNITY

The contractor shall indemnify and hold harmless the City, its agents, and its employees from and against any and all actions, liabilities, claims, suits, damages, costs, or expenses of any kind arising from or related to injury, loss, or damage to persons or property resulting from the contractor's negligent performance of, or failure to perform, any obligations under this contract.

The contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and all persons directly or indirectly employed by them, to the same extent, as it is responsible for the actions and omissions of its own employees.

The contractor shall comply with the North Carolina Workers' Compensation Act and shall provide workers' compensation coverage for its employees as required by law. If the contractor is exempt from the requirements of the Act and does not voluntarily carry workers' compensation insurance, the contractor shall ensure that it and its employees maintain adequate medical and accident insurance to cover any injuries sustained during the performance of services. Proof of compliance with the Act or proof of adequate medical/accident insurance coverage shall be provided to the City upon request.

Upon request by the City, the contractor shall furnish a Certificate of Insurance from an insurance company licensed to do business in the State of North Carolina and acceptable to the City, verifying the required insurance coverage. The Certificate must provide for a minimum of sixty (60) days' advance written notice to the City in the event of policy cancellation or termination.

SAFETY REQUIREMENTS

The contractor shall be responsible for initiating, implementing, and supervising all safety precautions and programs associated with the work performed under this contract. The contractor shall take all necessary measures to ensure the safety and protection of its employees, as well as any other individuals who may be affected by the work, and shall prevent damage, injury, or loss resulting from its operations.

NON-DISCRIMINATION

The contractor shall not discriminate against any employee or applicant for employment based on age, sex, race, creed, or national origin. The Contractor shall take affirmative action to ensure that all applicants are employed, and all employees are treated during employment, without regard to these protected characteristics.

If the contractor is found, by final order of an appropriate agency or court, to be in violation of any nondiscrimination provision of federal, state, or local law, or of this contract, the City may cancel, terminate, or suspend this contract, in whole or in part. Additionally, the contractor may be declared ineligible for future City contracts.

TERMINATION

Event of Default: Any failure to perform or comply constitutes default. The City may provide seven (7) days to cure and, if unresolved, terminate the contract after two (2) days' written notice. Termination for Convenience: Either party may terminate with sixty (60) days' written notice. No claim for lost profits will be honored.

7.1 EVENT OF DEFAULT

Any one or more of the following acts or omissions by the Contractor shall constitute an Event of Default under this Agreement:

- a. Failure to perform the services satisfactorily or in accordance with the established schedule;
- b. Failure to submit any required report; and/or
- c. Failure to comply with any other covenant, term, or condition of this

Agreement.

Upon the occurrence of an Event of Default, the City may exercise one or more of the following remedies:

1. Provide the Contractor with written notice specifying the Event of Default and requiring that it be remedied within seven (7) calendar days of the date of the notice, unless a different period is specified. If the Contractor fails to remedy the Event of Default within the required time, the City may terminate the Agreement effective two (2) days after issuing written Notice of Termination; and/or
2. Deduct from any payment due, or otherwise recover, any expenses incurred by the City as a result of damages arising from the Contractor's Event of Default; and/or
3. Treat the Agreement as breached and pursue any remedies available at law or in equity, including but not limited to damages and specific performance.

7.2 TERMINATION OF CONVENIENCE

This Agreement may be terminated, without cause, by either party upon thirty (30) days' written notice to the other party. The notice period shall begin upon the receiving party's receipt of the Notice of Termination. *Termination under either Section 7.1 or Section 7.2 shall not entitle either party to claim compensation for loss of anticipated profits.*

PENALTIES, BUYOUT, AND REMEDIES

Vendor Breach: The City may assess penalties or terminate for non-performance.
Contractor Buyout Option: Contractor may terminate early by paying the remaining contract balance. Notice Requirement: Sixty (60) days' written notice required for City termination. Continued non-performance may result in disqualification from future contracts for at least two years.

GOVERNING LAW

This contract shall be governed by, and construed in accordance with, the laws of the State of North Carolina. All actions arising out of or relating in any way to this Contract shall be brought exclusively in the General Court of Justice of the State of North Carolina or in the United States District Court for the Eastern District of North Carolina.

CONTRACT DOCUMENTS / AMENDMENTS

This contract, together with the purchase order and any attached exhibits, constitutes the entire agreement between the parties. No modification or amendment shall be valid unless made in writing, mutually agreed upon, signed by both parties, and attached to this Contract.

OTHER PROVISIONS

This contract shall be subject to any additional provisions contained in addenda executed separately by each party and attached to the contract.

SIGNATURES

CITY OF ELIZABETH CITY
A North Carolina Municipal Corporation

By: _____
Reginald Goodson, City Manager

By: _____
Stacy Williams, Director of Parks & Recreation

ATTEST:

April D. Onley, City Clerk

CONTRACTOR:

Name of Contractor: _____

By: _____
Owners) of Contractor _____

Address: _____

Phone: _____

Email: _____

CEMENTERY LOCATION MAP

