



# **Tree, Limb, and Debris Removal Contract Proposal**

**Questions Due By: March 8, 2023**

**Bid Due By: March 15, 2023 at 10:00 AM**

**Name of Bidder:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

\_\_\_\_\_

**Return Bids to:**

**Christina Amos  
Village of Marvin  
10006 Marvin School Road  
Marvin, NC 28173**

## INSTRUCTIONS TO BIDDERS

### PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by Village of Marvin with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. A bid bond or deposit is not required when submitting a bid for this project.
12. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE VILLAGE MANAGERS OFFICE AT 10006 MARVIN SCHOOL ROAD, MARVIN, NC 28173**
13. The sealed bid must display the following statement on the front of the sealed envelope: **TREE, LIMB, AND DEBRIS REMOVAL CONTRACT PROPOSAL TO BE OPENED AT 10:00 A.M. ON WEDNESDAY, MARCH 15, 2023.**
14. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Christina Amos  
Village of Marvin  
10006 Marvin School Road  
Marvin, NC 28173**

The award of the contract, if it is awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-10) of the 2018 Standard Specifications for Roads and Structures. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. The Village of Marvin reserves the right to reject all bids.

# **PURCHASE ORDER CONTRACT**

## **General Provisions**

### **GENERAL**

This contract is for providing tree, limb and debris removal on various roads in the Village of Marvin. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the current North Carolina Department of Transportation Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawing, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

### **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Village of Marvin Engineer, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed, the rate of progress of the work, and all questions which may arise as to the interpretation of the contract to include the acceptable fulfillment of the contract on the part of the Contractor. The Engineer's decision shall be final, and he shall have executive authority to enforce and make effective such decisions.

### **DEFAULT OF CONTRACT**

The Village of Marvin shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

## **AVAILABILITY OF FUNDS - CONTRACT TERMINATION**

Payments on this contract are subject to availability of funds. If the Village of Marvin fails to maintain adequate funds, the Village of Marvin reserves the right to terminate this contract.

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

## **BANKRUPTCY**

The Village of Marvin, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

## **BASIS OF PAYMENT**

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery, tools and materials necessary for the prosecution and completion of the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project. In no case will the total amount paid to the contractor exceed the total contract quote by more than ten percent without prior written request from the Engineer.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. All requests for payment shall be made on the form furnished to the Contractor by the Village of Marvin. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

Any claims for additional compensation and/or extension of the completion date shall be submitted to the Engineer with detailed justification within sixty (60) days after receipt of the final estimate payment. The failure on the part of the Contractor to submit the claim(s) within sixty (60) days shall be a bar to recovery. See Section 107-24 "Right of the Contractor to file Verified Claim."

The Contractor's attention is directed to the fact that Article 104-5 pertaining to revised contract unit prices will not apply to this contract.

Quantities for this work are unknown but will be determined on an as needed basis. Determination of the apparent low bidder will be made by extending the unit prices quoted on the bid proposal form for the following quantities:

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

**Note:** The advertised bid quantities are considered to be approximate **only** and are given as the basis for comparison of bids. The VOM may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. The Contractor will be paid for only the quantities used and accepted as satisfactory by the Engineer.

## **PAYMENT**

Payment will be made at the various contract unit prices. Prices and payment will be full compensation for all work covered.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

All work items necessary to complete the work other than listed on the "Bid Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be a basis for cancellation of the contract.

Invoices should be sent to:

The Village of Marvin  
10004 New Town Road  
Marvin NC, 28173

**NOTE: Invoices should also be sent to AMT Engineering for approval. Contact information for AMT Representative will be provided after contract is awarded.**

## **SAFETY AND ACCIDENT PROTECTION**

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect

property in connection with the performance of the work covered by the contract.

Traffic Control is total responsibility of Contractor and is coordinated with Village Town Engineer. The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the work area. Blocking of public streets shall not be permitted unless prior arrangements have been made with the Village Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with State, County, and Local highway construction codes.

## **INSPECTION**

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his work efforts and when work is considered accomplished.

## **SUPERVISION BY CONTRACTOR**

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available 24 hours a day while the work is in progress. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have available one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized should be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

## **UTILITY CONFLICTS**

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide

uninterrupted service. In the event that any utility service is, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of construction personnel and the public.

## **INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the Village of Marvin its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Village of Marvin or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Village of Marvin from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Village of Marvin or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Village of Marvin for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Village of Marvin, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Village of Marvin, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

## **POSTED WEIGHT LIMITS**

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project.

# **PURCHASE ORDER CONTRACT**

## **Special Provisions**

### **SCOPE OF WORK**

**Tree and Limb Removal** - At various times Village of Marvin will need to have damaged trees, limbs removed from within or overhanging the right of way or located in common areas. Unsafe trees shall be cut so that no portion of the remaining stump(s) protrudes more than four (4) inches above ground level. The responsibility of the Contractor is to furnish the necessary personnel and equipment to remove and dispose of the trees and limbs which need cutting, **as determined by the Engineer or his representative.** The contractor must remove excess material and clean up the site before departure. For the purposes of this contract, a crew shall include a bucket truck, debris truck, chipper, and sufficient personnel to operate said equipment and perform traffic control.

**Debris/Litter Removal** - An abundance of non-organic trash in a multitude of forms is occasionally deposited along the roadsides of the designated highways and common areas. These conditions detract from the visual quality and/or safety of the roadside landscape.

The work covered by this provision shall include the pickup, removal and recycling of litter/debris and the disposal of same into state approved landfills and single-stream recycling facilities. A crew shall include debris vehicle and sufficient personnel to pick up, remove and dispose of the debris/litter. Debris/litter items may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, building supplies, metals, household furnishings, cardboard, plastics, ladders, brush and other items not considered normal to the right of way or common areas.

This item includes all traffic control necessary to provide a safe work area. The work shall include the furnishing of all equipment, tools, materials, transportation and labor necessary for the successful completion of the work.

No separate payment will be made for providing, installing, and maintaining traffic control devices, etc., or for any other cost associated with maintaining the control of traffic. Traffic control will be considered incidental to the contract and will be included in the Bid Items as listed on the Contract Bid Form.

**NOTE: The Engineer or his representative must furnish prior approval for the use of any additional crew(s). Each crew will be reimbursed at the per hour bid price if approved.**



## **CONTRACT TIMES AND LIQUIDATED DAMAGES**

This contract will be effective for one year beginning April 1, 2023 and ending April 1, 2024. **The Village of Marvin reserves the right to renew this contract for two (2) additional one-year periods as described below.**

**EMERGENCY RESPONSE TIME:** In instances of an emergency (as determined by the Engineer or his representative), Village of Marvin will contact the Contractor (by email) where limb(s), leaning tree(s) or debris are an imminent danger to the traveling public. The expected response time to a danger area is within two (2) hour. **A 24-hour “hotline” shall be established for the Engineer to call when a problem arises. A response crew must arrive on- site within one hour of initial contact.**

**NON-EMERGENCY:** In instances which Village of Marvin does not consider as an emergency, the expected response time to remove tree(s), branches or debris is within **seven (7) days.**

The Liquidated Damages for noncompliance with the emergency response time as described above is **Three Hundred and Fifty Dollars (\$350.00)** per hour.

The Liquidated Damages for noncompliance with the non-emergency response time is **Two Hundred Dollars (\$200.00)** per calendar day.

**BASIS OF PAYMENT:** Emergency or Non-Emergency Response Time shall be paid **per crew hour.** The time is to start when the crew(s) arrives at the job site, as the total time will be recorded by the Engineer’s representative(s). **It is the responsibility of the contractor to notify the Engineer or his representative when he will arrive at the job site.** This shall include the cost of all personnel and equipment needed to remove and dispose of the trees, limbs and/or debris.

**MOBILIZATION:** Mobilization will be incidental to the bid items. There will be **no pay item** for Mobilization.

## **RENEWAL OF CONTRACT (CPI PRICE ADJUSTMENT)**

The contractor shall submit his bid for one (1) year. At the option of the Village, this contract may be extended for two (2) additional periods of one (1) year each [maximum three (3) years total].

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application of renewal of the contract, or thirty days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve-month period as published by the US Bureau of Labor and Statistics at <http://www.bls.gov/cpi> to be applied to new work order assignments. The Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982- 84=100, not seasonally adjusted will be used. If the amount of the requested adjustment is more than ten percent, the Village of Marvin reserves the right to cancel this contract. The CPI will be determined from a 12-month period. Example below:

CPI for current period (December 2022) 296.8  
Less CPI for previous period (December 2021) 278.8  
Equals index point change 20.0  
Divided by previous period CPI 296.8  
Equals 0.0674  
Result multiplied by 100 i.e.  $0.0674 \times 100$   
Equals percent change 6.74%

This price escalation method will not be applied to items of work that are separately covered under commodity price escalation clauses. No other changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing, 30 days prior to contract expiration, if the contract may be extended. The Contractor must notify the Engineer in writing within 30 days of notification of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

## **PROSECUTION OF WORK**

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations.

## **HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL**

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately.

## **REMOVAL AND DISPOSAL OF DEBRIS**

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of the materials shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division.

**THIS CONTRACT SHALL BE SUBJECT TO IMMEDIATE TERMINATION IF THE CONTRACTOR IS FOUND GUILTY OF ILLEGAL DUMPING OR IMPROPER DISPOSAL OF DEBRIS.**

**STOCKPILING OF DEBRIS ON THE HIGHWAY RIGHT-OF-WAY SHALL NOT BE PERMITTED.**



**MINORITY BUSINESS ENTERPRISE, WOMEN BUSINESS AND DISABLED ENTERPRISE**

It is the intent of the Village of Marvin to encourage participation by qualified disadvantaged businesses; Minority Business, Women Business and Disabled Business (as described in G.S. 136.28.4 and Executive Order No. 150) in the contracting for commodities and services. It is also the Village of Marvin's intent to ensure that equitable opportunities are afforded for their participation. If your company qualifies as one of the above, please check the appropriate space:

**MINORITY BUSINESS ( ) WOMEN'S BUSINESS ( ) DISABLED BUSINESS ( )**

The contractor agrees and understands by signature below that this agreement does not constitute exclusive contract, and that the Village of Marvin may enter into other contracts as it deems necessary to fulfill the need for fully operated equipment.

Indicate the number of employees performing services within your company not including yourself:

\_\_\_\_\_

This proposal and the Village of Marvin purchase order indicating its acceptance shall constitute the rental agreement as executed below:

COMPANY NAME: \_\_\_\_\_  
(Type or Print)

TITLE OF PERSON SIGNING: \_\_\_\_\_

NAME OF PERSON SIGNING: \_\_\_\_\_  
(Type or Print)

SIGNATURE: \_\_\_\_\_  
(Authorized Company Representative)

EMAIL ADDRESS: \_\_\_\_\_

ADDRESS OF COMPANY: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
Telephone Number Federal Tax I.D. Number Social Security Number

WITNESSED BY: \_\_\_\_\_ DATE: \_\_\_\_\_