



**Town of Waynesville
Purchasing Department**

Bid Request #IBR 225-21

October 02, 2020

**Request for Proposal
*Town of Waynesville Right of Way Tree Trimming***

Pursuant to General Statutes of North Carolina, Section 143-131 as amended, bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following materials and services. There will be a mandatory pre-bid meeting on October 15, 2020 at 10:00 am in the Training Room at the Public Works Facility, 129 Legion Drive, Waynesville. All COVID-19 safety protocols will be followed to include masks and social distancing. There will be an opportunity for questions and a site visit. Sealed bids will be received by the Town of Waynesville Purchasing Department until 2:00 p.m. on October 22, 2020. Proposals should be delivered to:

Town of Waynesville Purchasing Department
Attn: Lisa Burnett
129 Legion Drive
Waynesville, NC 28786

Inquiries regarding this solicitation should be directed to Lisa Burnett, Purchasing Supervisor or Willie Smith, Electric Superintendent at (828) 456-3706 or email at lburnett@waynesvillenc.gov or wsmith@waynesvillenc.gov.

The Town of Waynesville is accepting bids to provide all necessary labor, equipment, materials and insurance for the power line right-of-way clearance for the Town of Waynesville Electric Department. Only bids submitted by qualified **licensed** contractors will be considered.

LOCATION OF WORK

All tree trimming work to be completed within the right-of-way of the Town of Waynesville.

DESCRIPTION OF WORK

Tree Trimming -

This work is for the trimming of trees/limbs in the right-of-way that are determined by the Town to constitute a safety hazard. Limbs and brush to be removed by the contractor.

Tree Removal –

This work is for the removal of trees in the right-of-way that are determined by the Town to constitute a safety hazard. The trees will be marked by the Town prior to their removal. All limbs and brush to be removed by the contractor.

In both instances above, the contractor will fell trees/trim trees in a manner preventing injury to remaining vegetation. Also, fell trees/trim trees in a manner that personal property will not be damaged. Tree locations are to be marked by the Town prior to start of work and verified after work is completed.

Special Provisions:

- ❖ Contractor will be responsible for providing any equipment needed, including notifying and coordinating any activities with the utility companies for the proposed work to be completed.
- ❖ Contractor shall have roads opened, clear and safe for travel when work is being performed and shall provide appropriate traffic control as to facilitate safe travel during work being performed, or any acceptable alternative approved by the municipality prior to start of work.
- ❖ The lowest responsible bidder must comply with the minimum insurance requirements and provide copies to the Town of Waynesville if awarded the contract.
- ❖ The municipality reserves the right to reject any and all bids.

Site Locations of Work

Site clean-up to include grinding all brush and removing all large limbs and tree trunks.

Pigeon Street	Take down and remove two (2) Oak trees and Jack Pine.
97 Sunnyside Road	Take down and remove three (3) Oak trees.
1207 East Street	Side trim Oak tree
29 Oak Street	Side trim Oak tree.
21 Tate Street	Take down and remove White Oak tree.
Hillside Street	Take down and remove eight (8) Oak trees and side trim four(4) other trees.
1129 East Street	Take down and remove Poplar tree.
29 Sunset Drive	Take down and remove large Oak tree. (Set up on Assembly St)
188 Boyd Avenue	Take down and remove one (1) White Pine, two (2) large wild Cherry trees and top a Maple tree.

Price Schedule:

Tree Trimming – Tree Removal Lump Sum \$ _____
Site clean-up for all locations

I certify this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder.

Business Name

Signature of Owner

Date

Contractor Number

IDEMNIFICATION

The Contractor agrees to indemnify, defend, and save the Town of Waynesville and all their officers, agents and employees harmless from liability and legal defense costs which may arise out of its suits, actions and claims brought for or on account of any injuries or damages received or sustained by any person, persons, or property, or from the said Contractor, or by or in consequence of any neglect or omission on the part of the Contractor or his or its agent or employees. The lump sum price of the bid in the contract sum quoted includes all labor, material, and equipment.

TERMINATION OF CONTRACT

The Township may terminate the Contract if the Contractor:

1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
2. Persistently disregards laws, ordinances, or rules, regulations, safety precautions or orders of the person(s) having authority over the project or
3. Otherwise is guilty of a material breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town of Waynesville may without prejudice to any other rights or remedies of the Town and after giving the Contractor five (5) days written notice, terminate employment of the Contractor and finish the work by whatever reasonable method the Town may deem expedient.

When the Town of Waynesville terminates the Contract for one of the reasons stated, the Contractor shall not be entitled to receive further payment other than for the work already performed for which compensation has not yet been paid.

CONTRACT DOCUMENTS

Bid Specifications/Contractors Bidding Documents, Attachments, Agreement, Insurance Certificates, Worker's Compensation Certificates and any written changes to the scope of the project.

Insurance-

1. The Contractor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from its operations under this Agreement or by anyone directly or indirectly employed by the Contractor:

- A. Claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed in amounts as required by State statute; \$100,000 for each accident and \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.
 - B. Claims for damages because of bodily injury, or death of any person other than its employees.
2. The Contractor's Comprehensive General Liability Insurance shall be written for not less than the limits of liability as follows:

Bodily Injury, Personal Injury and Property Damage Liability for limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

GENERAL REQUIREMENTS

1. A contract crew shall consist of all necessary personnel and all necessary tools and equipment to safely and efficiently complete the work. The Contractor may be given permission to park vehicles and equipment at the Town of Waynesville substation. Otherwise, Contractor shall be responsible for parking vehicles and/or storing equipment at locations other than the Town owned facilities and paying all associated costs in doing so.
2. All motor trucks and other vehicles provided by the Contractor to perform the work shall bear the Contractor's number and shall be well marked and identified with company insignia or name designating the vehicles as property of the Contractor. Contractor shall furnish aerial lift devices that can reach a height of 125 feet and dielectric rating of 765 kv. The Town of Waynesville shall not render payment for and charges in connection with lost productivity due to equipment failure or malfunction.
3. Contractor shall observe all generally recognized safety rules (including without limitation the Provisions of the National Electrical Safety Code and ANSI Z133.1), regulations and methods to prevent injury to all employees and other persons or damage to property of the Town of Waynesville or the public arising from its operations. Contract workers will be with 10 feet of energized electric lines. Contractor shall observe all laws and regulations applicable to its operations including without limitations OSHA requirements, NC Department of Transportation requirements and Worker's Compensation.

4. Contractor shall promote a drug and alcohol-free working environment.
5. Contractor shall not perform or solicit any type of private tree trimming work on customer's property while actively engaged in performing work for the Town under this contract until all work for the Town of Waynesville is completed.
6. Contractor shall repair and restore at its sole expense any damage done to property owner. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to the Town immediately.
7. Contractor shall avoid placing heavy equipment on sidewalks and curbs that will cause damage to these structures. Any damage caused by the contractor's operations shall be repaired at his expense. The contractor shall also take special care to avoid damage to existing roadway shoulders, side ditches and drainage structures.
8. Under no circumstances shall logs or debris be left for the public and adjacent homeowners to clean up. Vendors shall provide at least three (3) references for which Contractor has provided services of similar size and scope to that proposed herein. The Town of Waynesville will contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. Such information will be considered in the evaluation of the proposal as well as attendance to the mandatory pre-bid on October 15, 2020.
9. This project will begin no later than December 1, 2020 and conclude no later than February 28, 2021. Once work begins, contractor will be required to stay on the job until the project is completed. The Town will negotiate with winning bidder an agreed upon start date based on the time frame referenced above. Any exceptions to the agreed upon schedule will be considered by the Public Works Director, Jeff Stines and Electric Superintendent, Willie Smith. Weather could certainly pose problems during this time and will be adjusted accordingly.

Vendor Reference Form

Please provide the following information for three (3) customers of comparable size and scope as outlined in this Solicitation, particularly North Carolina public sector customers that the vendor has been under Contract with during the past five (5) years, as well as any additional municipality references.

References may be called at any time during the procurement process. The Town will not notify vendors before reference checks begin.

The Town of Waynesville reserves the right to check any other reference(s) that might be indicated through the explicitly specified contracts or that result from communication with other entities involved in similar projects.

REFERENCE 1:

Name of Client: _____

Address: _____

Primary Contact: _____ Phone: _____

Email: _____

Summary and Scope of Services Provided: _____

REFERENCE 2:

Name of Client: _____

Address: _____

Primary Contact: _____ Phone: _____

Email: _____

Summary and Scope of Services Provided: _____

REFERENCE 3:

Name of Client: _____

Address: _____

Primary Contact: _____ Phone: _____

Email: _____

Summary and Scope of Services Provided: _____

Instructions to Bidders
Town of Waynesville IBR 225-21
Right of Way Tree Trimming

1. It is the intent of this Solicitation to contract for the Town of Waynesville Right of Way Tree Trimming.

The Town of Waynesville reserves the right to reject one or all bids, including, without limitation, the right to reject any or all non-conforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if the Town believes it would not be in the best interest of the Town to make an award to that bidder. The Town of Waynesville also reserves the right to waive informalities.

2. The Bidder must submit their quotation on the enclosed Quotation Form.

Bids may be rejected if they show any omissions, alterations or unauthorized additions to the form; or for conditional bids, or for any irregularities of any kind.

3. No additional charges OF ANY KIND will be allowed on the awarded vendor's invoices. Any and all costs for the bidder, MUST be included in the bidder's quotation. Terms of payment must also be noted, or Terms of Net 30 will be applicable.
4. All questions concerning these bid requirements and/or specifications are to be forwarded in writing to Lisa Burnett, Purchasing Supervisor, no later than October 19, 2020 at 2:00 pm. In order to be fair to all known bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any other part of this package. In the event of a major change to requirements and/or specifications, the Town reserves the right to postpone the bid opening, with advance notice via Addendum to all known bidders.
5. This contract shall be awarded to the lowest responsive, responsible bidder, taking into consideration quality, performance and time of delivery. The Town of Waynesville reserves the right to reject one or all bids, including, without limitation, the right to reject any or all non-conforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if the Town believes that it would not be in the best interest of the Town to make an award to that bidder.

6. Quotations and all supporting documentation as required in these specifications must be submitted in a sealed envelope, addressed to:

**Town of Waynesville IBR 225-21
Right of Way Tree Trimming Bid Enclosed
Attn: Lisa Burnett, Purchasing Supervisor
129 Legion Drive
Waynesville, NC 28786**

This will not be a Public Bid opening