



# City of New Bern

Public Works Department

P.O. Box 1129

New Bern, NC

28563-1129

Three Centuries of North Carolina Heritage

PHONE (252) 639-7501  
Fax (252)636-1848

Mark A. Stephens, P.E., Director

January 18, 2012

Memo to: Mayor and Board of Aldermen

From: *MAS*  
Mark A. Stephens, PE, Director of Public Works

Re: **Hazardous Trees, Stumps, and Limbs Contract and Resolution**

**Background Information:**

This contract will finalize the City's remaining debris removal items from Hurricane Irene. The debris removed will be hazardous trees, stumps, and limbs that required FEMA validations before removal. FEMA has completed the project worksheet and submitted reimbursement requests based upon the outcome of this bid document. Four bidders responded to the request for bids, with TNT Disaster Services, LLC as the low bidder at \$48,501.75.

**Recommendation:**

The Public Works department recommends approval and requests the Board adopt a resolution and execute the contract between the City of New Bern and TNT Disaster Services, LLC in the amount of \$48,501.75.

If you have any questions concerning this matter, please call.

Enclosures

Cc: Bobby Aster, Fire Chief  
Harold Best, Public Works Superintendent  
Mike Epperson, City Manager

**RESOLUTION**

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the Hazardous Trees, Stumps and Limb Removal Agreement dated January 24, 2012 by and between the City of New Bern and TNT Disaster Services, LLC, copies of which are attached hereto and incorporated herein by reference, be and the same are hereby approved, adopted and ratified by the Board of Aldermen of the City of New Bern.

APPROVED THIS 24TH DAY OF JANUARY, 2012.

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MAYOR

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CITY CLERK

THIS HAZARDOUS TREES, STUMPS, AND LIMB REMOVAL AGREEMENT (“Agreement”) is made and entered into this 24<sup>th</sup> day of January, 2012, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina (“City”); and TNT DISASTER SERVICES, LLC, a limited liability company organized and duly existing by virtue of the laws of the State of Alabama, and doing business in Craven County, North Carolina (“Contractor”).

**WITNESSETH:**

THAT WHEREAS, as a result of Hurricane Irene, the City desires to retain services related to disaster debris removal and clearance services; and

WHEREAS, Contractor provides professional services related to disaster debris removal and clearance services; and

WHEREAS, the City issued a Request for Bids related to such services; and

WHEREAS, the Contractor submitted a responsive and compliant bid response in relation to the same; and

WHEREAS, the City desires to employ the Contractor for those matters contained in this Agreement, and the Contractor desires to render said services to the City; and

WHEREAS, the City and the Contractor have reached an agreement with respect to said provision of services and desire to reduce their agreement to writing.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the City and Contractor as follows:

**1. Contractor’s Obligations**

1.1. During the term of this Agreement, and subject to the conditions and terms contained herein, Contractor agrees to provide those services as more fully set forth in Attachment “A”. Attachment “A” comprises the City’s Request for Bids related to the services agreed to herein, as well as the Contractor’s response thereto. In the event of any conflict or ambiguity between this Agreement, the City’s Request for bids, and the Contractor’s response thereto, the provisions of this Agreement shall govern; thereafter, the provisions of the City’s Request for Bids shall govern; unless otherwise mutually agreed by the parties.

1.2. Contractor shall begin providing services under this Agreement no later than February 1, 2012, and shall complete all such services no later than March 31, 2012, time being of the essence.

1.3. Contractor shall provide its services hereunder timely, using that degree of care and professionalism as exercised by similar professionals providing such services.

1.4. Contractor shall at all times comply with all requirements of federal, state and local laws, rules, regulations and requirements, including but not limited to FEMA and NC-DEM reimbursement requirements that apply to, or govern, the City as related to the services provided hereunder.

1.5. Contractor shall assist the City in the City's monitoring and documenting all debris removed hereunder, in order to fully assist the City in obtaining reimbursement from federal and/or state agencies.

1.6. Upon removal of debris, Contractor shall use its best efforts to remove all debris, and leave the work site in a clean and orderly condition, and will immediately repair any and all damage thereto.

1.7. Contractor shall indemnify and hold the City harmless against all expenses, liabilities and claims of every kind, including reasonable attorney's fees, incurred by the City arising out of Contractor's negligence or intentional acts in performing under this Agreement, as well as the negligence or intentional acts of Contractor's subcontractors, employees, agents and representatives.

## 2. **City's Obligations**

2.1. The City shall compensate Contractor for all services provided hereunder in the amount as set forth in the bid document attached hereto, known as Attachment "A" and respectfully submitted by Contractor on January 11<sup>th</sup>, 2012. Payment will be due within thirty (30) days following the City's certification that the Contractor has fully performed hereunder.

2.2. The City shall provide reasonable assistance to the Contractor in the performance of the Contractor's duties contained herein.

## 3. **Independent Contractor**

In the performance of its services hereunder, the Contractor, its subcontractors, employees, agents and representatives, shall at all times act as an independent contractor practicing their profession and not as an employee of the City. Contractor, its subcontractors, employees, agents and representatives, shall not have any claim under this Agreement or

otherwise, against the City for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any other kind.

4. **Miscellaneous**

4.1. **Conditions Precedent.** This Agreement shall not be a binding agreement until such time as Contractor has provided to the City, and in no event later than 5 p.m. January 27, 2011, a Certificate of Liability Insurance for coverage as required in Attachment "A", naming the City as the certificate holder.

4.2. **Entire Agreement; Modification.** This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties. It may not be amended or modified except by a written instrument executed by both parties.

4.3. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be Craven County, North Carolina.

4.4. **Severability.** If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

4.5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

4.6. **Assignment.** Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

4.7. **Headings.** Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

4.8. **Duplicate Originals.** This Agreement may be executed in duplicate originals, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN TESTIMONY WHEREOF**, the parties hereto have duly executed this Agreement in duplicate originals, a copy of which is retained by each of the parties, the day and year first above written. The individual signing on behalf of the Contractor certifies, represents and warrants that he/she is authorized to execute this Agreement.

CITY OF NEW BERN

By: \_\_\_\_\_  
Lee Wilson Bettis, Jr., Mayor

TNT DISASTER SERVICES, LLC

By: \_\_\_\_\_  
Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Keith Fiaschetti  
City of New Bern Finance Officer

# ATTACHMENT A

# CITY OF NEW BERN



## INFORMAL BIDDING NOTICE

### **Informal Bid Request for Proposal to Remove Hazardous Trees, Stumps, and Limbs in the City of New Bern**

The City of New Bern is currently accepting bids for removal of Hazardous Trees, Stumps, and Limbs as a result of Hurricane Irene. Bidders are asked to fax their respective proposals to (252) 636-1848. Deadline for submittal of bids will be 4:00 PM on Wednesday, January 11<sup>th</sup>, 2012 at which time the bids will be reviewed by staff for completeness and contractors abilities to perform the scope of work necessary to compete the job. Interested parties are recommended to contact the Public Works Department at (252) 639-7501 with any questions that relate to the scope of the work to be completed.

**The City of New Bern reserves the right to reject any or all project proposals and/or waive any informality or irregularity in any bid or bids received and to accept the bid or bids that is in the City of New Bern's best interest. It is the intent of the City of New Bern to award the contract to the lowest responsive, responsible bidder, provided the bid submitted does not exceed a fair and equitable rate. The City of New Bern, at its discretion may elect to award additional contract(s) to the next overall responsible bidder(s). Once awarded, the City also reserves the right to end all work at any time as it deems necessary and in the best interest of the City of New Bern.**

Proposals shall be submitted on the attached bid form and signed by an authorized representative of the business submitting a responsible, responsive bid proposal.

Best Regards,  
Mark A. Stephens, PE  
Director of Public Works  
City of New Bern

CITY OF NEW BERN - HAZARDOUS TREES, STUMPS & LIMBS  
DR-4019-NC



**REMOVAL OF HAZARDOUS TREES**

Removal of hazardous trees in the size categories listed (measured 24" above ground) and transport to Leaf & Limb Facility at 1803 Country Club Rd, New Bern, NC 28562.

8" to 18.99" diameter

CODE	Unit Price	Qty	Amount
T1	\$275 <sup>00</sup>	11	\$3025 <sup>00</sup>

19" to 36.99" diameter

T2	\$375 <sup>00</sup>	17	\$6375 <sup>00</sup>
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Greater than 37" diameter

T3	575 <sup>00</sup>	5	\$2875 <sup>00</sup>
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SUBTOTAL FOR TREES:

\$12,275<sup>00</sup>

**REMOVAL OF HAZARDOUS STUMPS**

Removal of hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. All holes and ruts left by excavation of the stump shall be backfilled. Debris shall be transported to Leaf & Limb Facility at 1803 Country Club Rd., New Bern, NC 28562.

24" to 35.99" diameter

CODE	Unit Price	Qty	Amount
S1	\$400 <sup>00</sup>	12	\$4800 <sup>00</sup>

36" to 47.99" diameter

S2	Ø	0	Ø
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Greater than 48" diameter

S3	\$850 <sup>00</sup>	1	\$850 <sup>00</sup>
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SUBTOTAL FOR STUMPS:

\$5650<sup>00</sup>

**REMOVAL OF HAZARDOUS LIMBS**

Removal of all hazardous hanging limbs over 2 inches in diameter and transport to Leaf & Limb Facility at 1803 Country Club Rd., New Bern, NC 28562.

CODE	Unit Price	Qty	Amount
H1	\$172.75	177	\$30,576.75

SUBTOTAL FOR LIMBS:

H1 \$30,576.75

GRAND TOTAL:

\$48,501.75

Company Name:

TNT Disaster Services, LLC

Authorized Representative:

Lara Painter

Title:

Auth Rep

Date:

1/11/12

Lara M. Painter  
386-597-3419

**CITY OF NEW BERN - HAZARDOUS TREES, STUMPS & LIMBS  
DR-4019-NC**



<b>REMOVAL OF HAZARDOUS TREES</b>			<b>TNT Disaster</b>	<b>Poor Boys Inc.</b>	<b>Asplundh</b>	<b>Coastline Dev.</b>
Removal of hazardous trees in the size categories listed (measured 24" above ground) and transport to Leaf & Limb Facility at 1803 Country Club Rd, New Bern, NC 28562.						
	<b>CODE</b>	<b>Qty</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>
8" to 18.99" diameter	T1	11	\$ 3,025.00	\$ 5,344.68	\$ 10,362.00	\$ 4,895.00
19" to 36.99" diameter	T2	17	\$ 6,375.00	\$ 11,651.80	\$ 22,015.00	\$ 12,614.00
Greater than 37" diameter	T3	5	\$ 2,875.00	\$ 6,254.00	\$ 9,855.00	\$ 12,075.00
SUBTOTAL FOR TREES:			\$ 12,275.00	\$ 23,250.48	\$ 42,232.00	\$ 29,584.00
<b>REMOVAL OF HAZARDOUS STUMPS</b>						
Removal of hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. All holes and ruts left by excavation of the stump shall be backfilled. Debris shall be transported to Leaf & Limb Facility at 1803 Country Club Rd., New Bern, NC 28562.						
	<b>CODE</b>	<b>Qty</b>	<b>Amount</b>			
24" to 35.99" diameter	S1	12	\$ 4,800.00	\$ 3,427.20	\$ 5,760.00	\$ 7,116.00
36" to 47.99" diameter	S2	0	\$ -	\$ -	\$ -	\$ -
Greater than 48" diameter	S3	1	\$ 850.00	\$ 365.50	\$ 659.00	\$ 1,037.00
SUBTOTAL FOR STUMPS:			\$ 5,650.00	\$ 3,792.70	\$ 6,419.00	\$ 8,153.00
<b>REMOVAL OF HAZARDOUS LIMBS</b>						
Removal of all hazardous hanging limbs over 2 inches in diameter and transport to Leaf & Limb Facility at 1803 Country Club Rd., New Bern, NC 28562.						
	<b>CODE</b>	<b>Qty</b>	<b>Amount</b>			
	H1	177	\$ 30,576.75	\$ 22,356.87	\$ 13,275.00	\$ 47,436.00
SUBTOTAL FOR LIMBS:			\$ 30,576.75	\$ 22,356.87	\$ 13,275.00	\$ 47,436.00
<b>GRAND TOTAL:</b>			<b>\$ 48,501.75</b>	<b>\$ 49,400.05</b>	<b>\$ 61,926.00</b>	<b>\$ 85,173.00</b>