



**Request for Proposal
for
The City of Wilmington**

**CITYWIDE TREE AND
STUMP REMOVAL**

RFP: S12-0125.1

PROJECT MANAGER

Aaron Reese

Email: aaron.reese@wilmingtonnc.gov

Phone: 910-341-0078

SUBMIT PROPOSALS TO

Christine R. Karem, Sr. Contract Specialist – M/WBE Coordinator

929 North Front Street

P O Box 1810

Wilmington, NC 28401

Phone: 910-765-0463

Email: christine.karem@wilmingtonnc.gov

Date Issued: December 13, 2024

Date Due: Thursday, January 02, 2025 at 3:00 PM

MANDATORY PRE-BID MEETING AND SITE VISIT: will be held
on December 19, 2024 at 10:30am, at the below address:

MLK Community Center

401 S. 8th St.

Wilmington, NC 28401

ADVERTISEMENT FOR BIDS
CITY OF WILMINGTON, NC
CITYWIDE TREE AND STUMP REMOVAL

CONTRACT NUMBER: S12-0125.1

Sealed proposals addressed to the Sr. Contract Specialist Office, P. O. Box 1810, 929 N. Front Street, 10th Floor, Wilmington, NC 28401, and marked “**CITYWIDE TREE AND STUMP REMOVAL**” will be received until 3:00 pm. on Thursday, January 02, 2025, at the Purchasing Division, 929 N. Front Street, 10th Floor, Wilmington, NC.

PROJECT DESCRIPTION: The scope of work consists of CITYWIDE TREE AND STUMP REMOVAL

In order for your proposal to be considered responsive, it must adhere to the submittal requirements that follow. The successful contractor will be selected based on its pricing, qualifications, experience, and expertise. Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina and possess all the accreditations and licenses necessary to conduct commercial services in the State of North Carolina.

MBE/WBE/HUB/DBE OBLIGATION: The City and its contractor agree to ensure that MBE/WBE/HUB/DBEs have the maximum opportunity to participate in the performance of the contract and subcontracts financed in whole or in part with the City of Wilmington funds provided under this agreement. In this regard, bidders and contractors shall take all necessary and reasonable steps in accordance with N.C.G.S. § 143-128 to ensure that MBE/WBE/HUB/ DBE firms have the maximum opportunity to compete and perform under this bid, any change orders, and any subsequent contract. The City of Wilmington and its contractors shall not discriminate based on race, color, national origin, or sex in the award and/or performance of this contract. A complete copy of the City of Wilmington’s MBE/DBE policy is available for inspection at the Purchasing Manager’s Office. A complete copy of the City of Wilmington’s MBE/WBE policy is available for inspection at the Purchasing Manager’s Office.

The City of Wilmington does not discriminate based on race, sex, color, age, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

Bids for this project shall be guaranteed by all bidders for a period of 90 calendar days following the bid opening.

THE CITY OF WILMINGTON RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Christine R. Karem
Sr. Contract Specialist
December 13, 2024

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.

5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 2024.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice
President or Assistant Vice President only)

ATTEST:

(Secretary, Assistant Secretary,
Cashier or Assistant Cashier only)

(CORPORATE SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)

_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,

_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)

corporation, and that by authority duly given and as the act of the corporation, the foregoing Affidavit

was signed in its name by its _____,
(President, Vice President, Assist. Vice President)

sealed with its corporate seal, and attest by himself (or herself) as its

_____.
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

Rev. 3/98 AFF-MBE.DOC

GENERAL SPECIFICATIONS
&
INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this Invitation to obtain bids for the CITYWIDE TREE AND STUMP REMOVAL, as outlined in the Scope of Work. You are requested to submit your bid on the enclosed Proposal Sheet and return the entire package to Christine R. Karem, Sr. Contract Specialist, City of Wilmington, 929 N. Front St., 10th Floor, Wilmington, North Carolina 28401-1810. Proposals must be received no later than Thursday, January 09, 2025 @ 3:00 p.m.

Marking of Envelopes/Email Bids must be contained in a sealed envelope, plainly marked, showing the name, Proposal number, date, time (if time is specified), and the bidder's name.

Late Bids Will Not Be Considered

Bids received after the due date and time will not be considered.

Compliance with Specifications

Your bid must be in strict compliance with the specifications and offer the same services as requested in the Proposal.

Price Corrections

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be made by striking through instead of using a liquid cover product and initialed by the individual signing the proposal page. No corrections will be permitted once bids have been opened.

Withdrawal of Bids

Bids may be withdrawn at any time before the due date and time specified upon written or personal request of the bidder. No bid may be withdrawn for a period of thirty (30) days after the scheduled opening time (if the time is specified) and date. Negligence on the part of the bidder shall not constitute a right to withdraw the bid after the bids have been opened.

Rejection of Bids

The City reserves the right to reject any and all bids.

Award

Award shall be made to the lowest responsible bidder taking into consideration quality, performance, and time specified in the bid for the performance of the contract. Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina.

If the business operates under an assumed name, what is the assumed name? Has a certificate of assumed name been filed in the New Hanover County Registry? _____

If so, please provide the recording information. Deed Book_____ at Page_____.

The City of Wilmington shall not be responsible for any oral instructions given by its employees or officers of the City regarding the bidding instructions, drawings, specifications, or contract documents.

Responsibility for Compliance with Legal Requirements

The bidder's products, service, and facilities shall be in full compliance with any and all applicable state, federal, local, environmental, and safety laws, regulations, ordinances, and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Taxes

The City of Wilmington is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

Terms and Conditions

Payment will be made by the City of Wilmington within 30 days after receipt of an approved invoice. **Terms and Conditions attached to the bid by the bidder may render the bid non-responsive and may be rejected by the City of Wilmington.**

Terms and Conditions included herein are an integral part of the contract document and shall prevail unless changes or attachments are agreed to in writing by the City of Wilmington prior to the due date and time of the opening of the Bids.

Validity of Bids

Bids shall remain open and valid for a period of ninety (90) days from the due date specified in the Invitation to Bid.

CITYWIDE TREE AND STUMP REMOVAL S12-0125.1

Tree Removal. Trees listed shall be removed in their entirety, including stump grinding. All debris resulting from the removal of trees shall be taken from the site and legally disposed of. This includes, but is not limited to, wood, limbs, leaves, fruit, sawdust, and wood chips.

Stump Grinding. Stump removal activities shall be performed in a manner consistent with Tree Care/Arboricultural and Landscape industry standards that ensure safe and lawful conduct of the work zone in proximity to roadways, pedestrian access areas, parked and moving vehicles, motorists, cyclists and pedestrians, underground utilities, and adjacent structures and improvements.

The stump and all surface roots will be expected to be ground to a depth of 24" or until stump/roots are completely removed, whichever is first. The Contractor is not responsible for grinding surface roots beyond a six (6) foot radius from the outside edge of the stump or into neighboring private property.

Each grinding area/stump hole shall be backfilled with material generated from grinding operations and compacted to a level approximately three inches above surrounding, existing grade to allow for decomposition/settling. Excess material must be removed from the site and disposed of. If extra fill material is required to avoid leaving a depression in the grinding area, contractor shall be responsible for obtaining and installing said extra material at no additional cost to the City.

Protection of Utilities. Tree/stump removal operations may be conducted in areas where electric, telephone, cable television, gas, fiber optic, stormwater inlets, and water/sewer facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to its operation. If the contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor. Prior to commencement of work, the contractor shall contact NC 811 (1-800-632-4949) to obtain locations of underground utilities and the City of Wilmington, Traffic Engineering Division for locations of underground traffic signal cables.

The contractor is responsible for securing utility locates prior to grinding. If buried infrastructure is encountered and measures taken to avoid them involve deviation from these standards, the Contractor will be responsible for notifying the Project Manager.

Protection of Property. The contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, or other real or personal property. Vegetation surrounding a tree/stump marked for removal shall be disturbed as little as possible

Pricing. Pricing (as detailed in Appendix A: Cost Proposal Form) is sought for the cost of a complete tree and stump removal, including removal of all wood, limbs, other tree parts, stump shavings, any uncovered trash or debris, compensation for any damages, and a final clean-up of the site.

Trees/Stumps to be Removed. A total of **27** trees/stumps are included in this contract. All trees/stumps are within public street rights-of-way or City parks. All trees/stumps listed must be removed by the close of the **60-day period** to avoid potential penalties. Candidates are encouraged to visually inspect all trees/stumps before submitting their costs for removal.

Detailed List of Trees/Stumps. Locations are provided by address and City maintenance grid number. Trees/stumps in any given grid are geographically close to each other. Locations that contain multiple trees/stumps will be shown as separate line items for each tree/stump present. **See Appendix A: Cost Proposal Form.**

References:

Provide references and contact information on the Reference Information sheet included in the bid package. Failure to provide this information may result in disqualification of bid.

PAYMENT AND BID:

Each bidder shall provide an individual cost for each tree removal and stump grinding. Rates shall be firm and effective for the contract period specified. The individual cost amounts shall be included on the Request for Bid sheet.

Bidder Qualifications

Qualified bidders must possess a current business license. A copy of your business license or business tax certificate must be included with your bid to be further considered.

Qualified bidders must provide at least three (3) references indicating past performance of tree and stump removal work performed under contract(s) similar in size and scope. For the sake of this request, size and scope would be approximately 25 trees and stumps of a minimum 20-inch diameter in various locations to be completed within a 30-day period.

Working Hours

The contractor shall schedule work between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding government holidays, unless otherwise authorized by the Project Manager.

Inspection of Work

Work performed under contract shall be reported to the Project Manager on a weekly basis. All work must be completed to the satisfaction of the Project Manager, or his/her representative, and any questions as to proper procedures or quality of workmanship will be resolved by same. The contractor shall be notified of all work not performed to the satisfaction of the Project Manager with the expectation that said items shall be completed within two (2) weeks. No invoices will be paid until the work is completed as specified.

Damage to Property

Any damage to property as the result of the contractor's operations shall be the responsibility of the contractor. Should the damage not be rectified within the time agreed upon or to the satisfaction of the Project Manager, the City reserves the right to repair or replace that which was damaged and assess the contractor such costs as may be

reasonable and related to damage caused by the contractor and deduct such costs from any payment due the contractor. The contractor shall inform the Project Manager of any damage caused by the contractor's operation on the day such damage occurs.

Personnel and Equipment

The contractor shall supply all material, equipment, and personnel necessary for the performance of this contract. All equipment must be in compliance with bid specifications and all applicable federal, state, and local rules and regulations. All bidders must have in their possession, or available to them by formal agreement at the time of bidding, all necessary equipment, devices, tools, materials, and supplies necessary to perform the work specified herein. The contractor shall provide the necessary resources to complete contract specifications as specified in completion schedule.

Work Crew Supervision

The contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the City.

Safety Standards

1. All equipment to be used and all work to be performed must be in full compliance with OSHA and the most current revision of the American National Standards Institute Standard Z-133 and A300 standards.
2. Blocking public streets shall not be permitted unless prior arrangements have been made with the Traffic Engineering Department. The contractor is responsible for having vehicles moved during arboriculture work.
3. The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work area. The contractor shall provide adequate barricades, flag person(s), signs, and/or warning devices during the performance of the contract to protect the motorists and pedestrians. All placements of cones, signs, and barricades must conform to the American Traffic Safety Standards. Flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection.

Debris and Chip Disposal

Legal disposal of all debris generated by work described within this contract will be the responsibility of the contractor. The contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include removal of sawdust, chips, soil, wood, etc. from the street, sidewalk, and general work area with appropriate tools for the job. All costs associated with removal of debris shall be included in bid price.

Schedule. This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted by the same number of days.

<u>Project Schedule:</u>	<u>Date</u>
Date of RFP Issue	December 13, 2024
Mandatory Pre-bid meeting/site visit*	December 19, 2024 @ 10:30 AM
Deadline for Written Questions	December 20, 2024 @ 5:00
City Response to Questions	December 23, 2024
Proposal Deadline/Bid Opening	January 02, 2025
City Council Meeting	TBD

***MANDATORY PRE-BID MEETING AND SITE VISIT:** A mandatory pre-bid meeting and site visit will be held on December 19, 2024, at 10:30am, at the below address:

MLK Community Center
401 S. 8th St.
Wilmington, NC 28401

	FY25 TREE AND STUMP REMOVAL RFP, SCORING BREAKDOWN	
	Category	Weight (%)
1	Qualifications and experience for the requested services	40
2	Qualifying assets/equipment	20
3	References	20
4	Price	10
5	M/WBE outreach experience	10

APPENDIX A: COST PROPOSAL FORM Complete cost proposal form by indicating in the space provided the cost in dollars for the complete performance of the tree removal, stump grinding, debris removal, and damage repair (as necessary). The prices below must include the total cost to complete the services, including, but not limited to, materials, labor, equipment, insurances, etc. as necessary to ensure proper delivery of services and/or products requested.

Street Number	Street Name	TREE REMOVAL	STUMP GRINDING	TOTAL COST
514	N 25TH	\$	\$	\$
19	N 5TH AV	\$	\$	\$
909	MARKET ST	\$	\$	\$
1108	WHISTLER AV	\$	\$	\$
1109	CHESTNUT	\$	\$	\$
111	S 16TH ST	\$	\$	\$
1602	ANN ST	\$	\$	\$
1416	MARKET ST	\$	\$	\$
1520	ORANGE ST	\$	\$	\$
1414	DOCK ST	\$	\$	\$
318	ORANGE ST	\$	\$	\$
3	S. 4TH ST	\$	\$	\$
305	S. 3RD ST	\$	\$	\$
102	NUN	\$	\$	\$
411	WILLARD ST	\$	\$	\$
110	GREENFIELD ST	\$	\$	\$
2210	OLEANDER DR	\$	\$	\$
2506	KINGSLEY RD	\$	\$	\$
1705	CHESTNUT	\$	\$	\$
115	S 17TH ST	\$	\$	\$
111	S 17TH ST	\$	\$	\$
1819	PERRY AVE	\$	\$	\$
1423	COUNTRY CLUB RD	\$	\$	\$
2818	PARK AVE	\$	\$	\$
4811	WRIGHTSVILLE AVE	\$	\$	\$
98	BUCCANEER RD	\$	\$	\$
98	BUCCANEER RD	\$	\$	\$
	TOTAL:	\$	\$	\$

LOCATIONS, REFERENCE GRID NUMBERS, AND NOTES:

Street Number	Street Name	Reference Grid	Notes
514	N 25TH	1	
19	N 5TH AV	1	
909	MARKET ST	2	NCDOT. MARKET SIDE NEAR 10TH
1108	WHISTLER AV	6	LARGE PINE ACROSS FROM ADDRESS
1109	CHESTNUT	7	
111	S 16TH ST	8	NCDOT
1602	ANN ST	8	NCDOT. 16TH ST SIDE
1416	MARKET ST	8	DOCK ST SIDE
1520	ORANGE ST	8	NCDOT. 16 TH ST SIDE
1414	DOCK ST	8	LEANING SYCAMORE IN UNIMPROVED ALLEY BEHIND HOUSE; LIMITED ACCESS
318	ORANGE ST	9	4TH ST SIDE
3	S. 4TH ST	9	
305	S. 3RD ST	9	ANN ST. SIDE
102	NUN	9	2ND ST. SIDE
411	WILLARD ST	10	IN ALLEY
110	GREENFIELD ST	10	LARGE WATER OAK ACROSS ST. FROM ADDRESS
2210	OLEANDER DR	20	NCDOT
2506	KINGSLEY RD	21	
1705	CHESTNUT	23	
115	S 17TH ST	33	NCDOT
111	S 17TH ST	33	NCDOT
1819	PERRY AVE	33	19TH ST. SIDE
1423	COUNTRY CLUB RD	34	NCDOT. OLEANDER SIDE
2818	PARK AVE	34	
4811	WRIGHTSVILLE AVE	42	
98	BUCCANEER RD	53	2 PINES AT INTERSECTION OF BUCCANEER RD AND MASONBORO SOUND RD
98	BUCCANEER RD	53	
			TOTAL: 27 TREES

APPENDIX B: QUALIFYING ASSETS

[illegible]

CONTRACT FOR SERVICES

THIS CONTRACT, made and entered into on the date hereof, by and between the CITY OF WILMINGTON, NORTH CAROLINA, a municipal corporation organized under the laws of the State of North Carolina (hereinafter called "CITY"), and [Company], a corporation organized under the laws of the State of North Carolina, having its principal place of office in _____, _____; hereinafter called "CONTRACTOR."

WITNESSETH:1. Purpose of Contract

(a) The CITY hereby agrees to purchase the services listed below from the CONTRACTOR and the CONTRACTOR agrees to provide all equipment, tools, materials, and/or supplies required to provide Services hereunder to CITY, as ordered in accordance with the provisions of this contract.

(b) Contract Documents. This Contract for Services consists of the following contract documents, all of which are by this reference incorporated herein and made a part of this contract. The parties agree that only the terms and conditions outlined in this Agreement, not those described or referenced by any of the following contract documents, shall apply unless explicitly stated otherwise in the body of this Agreement:

(1) [Company] Proposal dated _____. Exhibit A

2. Scope of Services

(a) CONTRACTOR scope of services to include tree removal and stump grinding and removal services at various locations in the City of Wilmington, NC, and to supply labor and materials required to grind, gather, load, haul, and dispose of designated trees and stumps along city streets within the City of Wilmington per attached list. Cleanup including, but not limited to limbs, brush, wood, sawdust, stump grindings, etc.

(b) During the period of this contract, the CONTRACTOR and the CITY may negotiate and agree in writing to provide additional equipment and or services not herein described, but that are commonly provided by high-quality professional landscape vendors, and which may enhance the process and improve results.

3. Quantities and Prices

CONTRACTOR will provide the services required by this contract at the following price:

_____, (\$_____).

4. Contractor Submissions and Payment

(a) The CONTRACTOR shall submit invoices corresponding to each order to the CITY with sufficient details to enable a review and assure compliance with the terms and conditions of this contract.

(b) Payments shall be made by the CITY within 30 days after receipt of an approved invoice.

5. Term of Contract

The CONTRACTOR shall commence the work to be performed under this contract within ten (10) days of receipt of a written order from the Purchasing Manager and shall complete all work hereunder within 30 days of the date of beginning.

In the event that any work, service, object, or value, contemplated within the Scope of Work of the Agreement, was provided by the CONTRACTOR to the CITY and with the CITY's consent, prior to the execution of this agreement, then the terms of this agreement shall also govern all aspects of provision of that work, service, object, or value, unless such provision was governed by a previously written, valid, and executed Agreement between the Parties.

6. City Obligations

(a) CITY CONTACTS: the individuals listed below have been designated as the Officials responsible for communicating with the CONTRACTOR for the purpose of contract administration, including but not limited to conducting inspections on services performed, arranging for a mutually agreeable work schedule, ordering any special goods or services, reviewing and approving invoices, reporting and resolving problems, etc. During the period of performance, these officials and/or their designees will make themselves available to the CONTRACTOR via business/cell phones and email.

Anthony N. Caudle, City Manager
City of Wilmington
P.O. Box 1810
Wilmington, NC 28401-1810

cc: Aaron Reese, Urban Forestry Supervisor
City of Wilmington
1702 Burnett Boulevard
Wilmington, NC 28401
Phone: (910) 341-0078
Email: aaron.reese@wilmingtonnc.gov

7. Release and Indemnity

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep, and save harmless the CITY, its agents, officials, and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all

persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for CONTRACTOR or for whom CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CONTRACTOR, its agents, officials, and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit CONTRACTOR's responsibility to release, indemnify, keep, and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. § 22B-1.

8. Personnel

It is mutually agreed that the CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.

10. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

11. Suspension or Termination of Contract

(a) In the event that a review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S errors, omissions or negligent acts, the CONTRACTOR shall be in breach of this contract and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

(b) The CITY shall also have the right to suspend this contract upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY, the CONTRACTOR remains in violation of this contract at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this contract whereupon all obligations of the CITY to the CONTRACTOR shall cease.

(c) In the event this project is terminated prior to the completion of the services by the

CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (CONTRACTOR shall be paid for all reimbursable expenses, without markup, which are due him.)

(d) The CITY and the CONTRACTOR shall have the right to terminate this contract without cause upon a thirty (30) day notice to the other party.

(e) Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

12. Assignment of Agreement

It is mutually agreed by the parties hereto that this contract is not transferable by either party without the written consent of the other party to this contract.

13. Contract Disputes

In accordance with N.C.G.S. § 143-128.1(8) the parties agree to mediate contract disputes in excess of \$15,000.00. Within ten (10) days of such contract disputes, the parties shall select a mediator that is certified pursuant to all of the parties involved in the dispute. If the parties cannot agree on a mediator or do not timely select a mediator, the CITY shall select the mediator. The parties and the mediator shall agree upon the mediator's rate of compensation. The parties to the dispute shall share in the payment of the mediator's compensation with the CITY paying a minimum of one-third of the compensation if the CITY is a party to the dispute.

14. Insurance Requirements

Before commencing any work, the CONTRACTOR shall procure insurance in the CONTRACTOR'S name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

(a) COMMERCIAL GENERAL LIABILITY.

(1) CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate shall be twice the required limit.

(2) CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(3) The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 10 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officers, officials, agents and employees, will be carried by Subcontractor performing installation.

(4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.

(5) The CONTRACTOR'S Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(6) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(b) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

(1) CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

(2) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

(3) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(c) BUSINESS AUTO LIABILITY.

(1) CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 for each accident.

(2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

(3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

(4) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

(5) The CONTRACTOR'S Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(d) CONTRACTOR waives all rights against the City of Wilmington, its officers, officials, agents and employees for recovery of damages to the extent these damage are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to Section 11.C.1 of this agreement. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City of Wilmington is insured under the policy.

(e) MISCELLANEOUS INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to the City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.

(2) If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(f) ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by the City of Wilmington.

(g) EVIDENCE OF INSURANCE.

(1) The CONTRACTOR shall furnish the City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

(2) Evidence of additional insured status shall be noted on the certificate of insurance.

(3) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to the City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

(h) SUBCONTRACTORS.

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONTRACTORS' coverage, and the CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officer, officials, agents and employees, will be carried by Subcontractor performing installation.

(i) CONDITIONS.

(1) The insurance required for this contract must be on forms acceptable to the City of Wilmington.

(2) The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements in shall not be canceled, terminated, or modified by the CONTRACTOR without prior written approval of the City of Wilmington.

(3) The CONTRACTOR shall promptly notify the Safety & Risk Manager at (910) 341-5864 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

(4) Failure of the City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of the City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance.

(5) By requiring insurance herein, the City of Wilmington does not represent that coverage and limits will necessarily be adequate to protect the CONTRACTOR and such coverage and limits shall not be deemed as a limitation of CONTRACTOR'S liability under the indemnities granted to the City of Wilmington in this contract.

(6) The City of Wilmington shall have the right, but not the obligation of prohibiting CONTRACTOR or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City of Wilmington.

15. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this contract are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the CITY.

16. No Presumption.

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

17. Subcontracts

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this contract without the written approval of the CITY.

18. Entire Agreement

This agreement constitutes the entire understanding of the parties.

19. Binding Effect

This contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

20. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

21. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

22. Interpretation

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

23. Interpretation/Governing Law

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Wilmington, New Hanover County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation, or enforcement of this Agreement be determined.

24. Minority Business Enterprise (MBE) The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

(a) Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes, and constitutional provisions the procurement of goods, services in connection with construction projects for minority owned business enterprises.

(b) Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

(c) Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.

(d) Provide technical assistance as needed.

(e) Promulgate and enforce contractual requirements that the general contractor on all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

(f) The CONTRACTOR shall ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is in compliance.

25. Immunity Not Waived

This contract is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this contract.

26. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

27. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any

permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with, and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. § 681.1 and in accordance with N.C.G.S. § 132-1.10 and § 75-65.

28. Amendments

This contract shall not be modified or otherwise amended except in writing signed by the parties.

29. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this contract because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this contract and may result, at CITY'S option, in a termination or suspension of this contract in whole or in part.

30. Non-Appropriations Clause

In the event no CITY funds or insufficient CITY funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the CITY will immediately notify CONTRACTOR of such occurrence and this Agreement shall create no further obligation of the CITY as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the CITY of any kind whatsoever.

31. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

32. No Publicity

No advertising, sales promotion or other materials of the CONTRACTOR or its agents or representations may identify or reference this Contract or the CITY in any manner absent the written consent of the CITY. Notwithstanding the forgoing, the parties agree that the CONTRACTOR may list the CITY as a reference in response to requests for proposals and may identify the CITY as a customer in presentations to potential customers.

33. CITY Not Liable for Special or Consequential Damages

The CITY shall not be liable to the CONTRACTOR, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the CITY, or any other consequential, indirect, or special damages or lost profits related to this Contract.

34. Public Records

CONTRACTOR acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If CONTRACTOR believes documents related to the Agreement contain trade secrets or other proprietary data, CONTRACTOR must notify the CITY and include with the notification a statement that explains and supports CONTRACTOR'S claim. CONTRACTOR also must specifically identify the trade secrets or other proprietary data that CONTRACTOR believes should remain confidential.

In the event the CITY determines it is legally required to disclose pursuant to law any documents or information CONTRACTOR deems confidential trade secrets or proprietary data, the CITY, to the extent possible, will provide CONTRACTOR with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so CONTRACTOR may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for CONTRACTOR to seek court ordered protection or other legal remedies as deemed appropriate by CONTRACTOR. If CONTRACTOR does not obtain such court ordered protection by the expiration of said time period, the CITY may release the information without further notice to CONTRACTOR.

35. Authority to Act

Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant, and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the CITY has caused this contract to be duly executed in its name and behalf and the CONTRACTOR has caused this contract to be duly executed in its name and behalf.

CITY OF WILMINGTON, NORTH CAROLINA

BY: _____
Anthony N. Caudle, City Manager

WITNESS:

Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

Gina Essey, Assistant City Attorney

FINANCE OFFICER’S CERTIFICATION STATEMENT

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

This ____ day of _____, 2025.

Martha Wayne, Finance Director

Project String: _____

Org _____ Obj _____ Project _____

Amount \$ _____

Requisition No.: _____

Federal ID Number: 56-6000239

[Company]

By: _____
President/Vice President, Secretary, Treasurer

WITNESS:

Secretary, Assist. Secretary, Trust Officer

[CORPORATE SEAL]

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. _____ personally came before me this day and acknowledged that he (she) is the _____ of _____, a Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms. _____, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer.

WITNESS my hand and official seal this the _____ day of _____, 2025.

Notary Public

My Commission Expires: _____ [SEAL]

INSURANCE CERTIFICATES

CITY OF WILMINGTON

NORTH CAROLINA

**PROPOSAL
FOR
CITYWIDE TREE AND
STUMP REMOVAL
S12-0125.1**

1. The undersigned, having carefully examined the site of the proposed work, the entire Bidding Document, including but not limited to the Advertisement, General Specifications Instruction to Bidders, Specifications Requirements, Affidavit of Non-Collusion, Contract with/Insurance Requirements, Proposal with/bid sheet attached hereto, all of which are fully understood and hereby agreed to, proposers to furnish all materials, labor, and equipment necessary to complete in-place the specified improvements, in strict accordance with the above mentioned bidding documents.
2. Where an interpretation as to specifications is necessary, or as to the character of the work performed, or as to further instructions relating to the work, before or during services the undersigned bidder hereby agrees that (hereinafter called "ARBORISTS") shall be the authority and his word shall be final.
3. The prices, as stated, are for the work completed and also to include all charges and expenses for furnishing all labor, materials, equipment and removal for completing the specified work in the manner specified in the specifications, and according to the instructions of the ARBORISTS, unless otherwise shown in the Proposal.
4. If awarded this contract, the undersigned agrees to begin construction on the date to be specified in the written order by the Purchasing Manager and to complete all work within 30 days of the date of beginning.
5. The undersigned hereby certifies that this Proposal is made without connection with any person or persons making bids or proposals for the above work, and that the bid is in all respects fair and without collusion or fraud.
6. All extra work shall be done using actual payroll and material costs, and a profit of ten percent (10%) of the total cost shall be added thereto. All items of materials shall be billed to the CITY on the extra work invoice, and a delivery slip from the vendor shall be submitted therewith to verify actual cost. No additional profit will be allowed on materials other than the normal overall ten percent (10%) above stated. Items not provided for above shall be agreed upon between the CONTRACTOR and the ARBORISTS prior to invoicing.

7. The undersigned understands that, if awarded this contract, he must guarantee, for a period of one year after date of final payment, all work accomplished under this contract to the extent that he will repair any defects due to faulty workmanship, or materials which may appear in his work during this period.

8. The undersigned supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

8.1 Please indicate type of business organization:

- (a) Proprietorship _____
- (b) Partnership _____
- (c) Corporation _____
- (d) Limited Liability Co. _____

8.2. If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

Firm is incorporated in what state?

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? _____

8.3 If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

_____ Is this
a limited or general partnership? _____

If a limited partnership, what is state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

8.4 If business is a Proprietorship, please answer the following:

Name of owner: _____

8.5 If business is a limited liability company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company? _____

What is state of organization? _____

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? _____

8.6 For all bidders:

If the business operates under an assumed name, what is the assumed name?

Has a certificate of assumed name been filed in the New Hanover County Registry?

If so, please provide the recording information. Deed Book _____ at Page _____.

APPENDIX A: COST PROPOSAL FORM Complete cost proposal form by indicating in the space provided the cost in dollars for the complete performance of the tree removal, stump grinding, debris removal, and damage repair (as necessary). The prices below must include the total cost to complete the services, including, but not limited to, materials, labor, equipment, insurances, etc. as necessary to ensure proper delivery of services and/or products requested.

Street Number	Street Name	TREE REMOVAL	STUMP GRINDING	TOTAL COST
514	N 25TH	\$	\$	\$
19	N 5TH AV	\$	\$	\$
909	MARKET ST	\$	\$	\$
1108	WHISTLER AV	\$	\$	\$
1109	CHESTNUT	\$	\$	\$
111	S 16TH ST	\$	\$	\$
1602	ANN ST	\$	\$	\$
1416	MARKET ST	\$	\$	\$
1520	ORANGE ST	\$	\$	\$
1414	DOCK ST	\$	\$	\$
318	ORANGE ST	\$	\$	\$
3	S. 4TH ST	\$	\$	\$
305	S. 3RD ST	\$	\$	\$
102	NUN	\$	\$	\$
411	WILLARD ST	\$	\$	\$
110	GREENFIELD ST	\$	\$	\$
2210	OLEANDER DR	\$	\$	\$
2506	KINGSLEY RD	\$	\$	\$
1705	CHESTNUT	\$	\$	\$
115	S 17TH ST	\$	\$	\$
111	S 17TH ST	\$	\$	\$
1819	PERRY AVE	\$	\$	\$
1423	COUNTRY CLUB RD	\$	\$	\$
2818	PARK AVE	\$	\$	\$
4811	WRIGHTSVILLE AVE	\$	\$	\$
98	BUCCANEER RD	\$	\$	\$
98	BUCCANEER RD	\$	\$	\$
	TOTAL:	\$	\$	\$

LOCATIONS, REFERENCE GRID NUMBERS, AND NOTES:

Street Number	Street Name	Reference Grid	Notes
514	N 25TH	1	
19	N 5TH AV	1	
909	MARKET ST	2	NCDOT. MARKET SIDE NEAR 10TH
1108	WHISTLER AV	6	LARGE PINE ACROSS FROM ADDRESS
1109	CHESTNUT	7	
111	S 16TH ST	8	NCDOT
1602	ANN ST	8	NCDOT. 16TH ST SIDE
1416	MARKET ST	8	DOCK ST SIDE
1520	ORANGE ST	8	NCDOT. 16 TH ST SIDE
1414	DOCK ST	8	LEANING SYCAMORE IN UNIMPROVED ALLEY BEHIND HOUSE; LIMITED ACCESS
318	ORANGE ST	9	4TH ST SIDE
3	S. 4TH ST	9	
305	S. 3RD ST	9	ANN ST. SIDE
102	NUN	9	2ND ST. SIDE
411	WILLARD ST	10	IN ALLEY
110	GREENFIELD ST	10	LARGE WATER OAK ACROSS ST. FROM ADDRESS
2210	OLEANDER DR	20	NCDOT
2506	KINGSLEY RD	21	
1705	CHESTNUT	23	
115	S 17TH ST	33	NCDOT
111	S 17TH ST	33	NCDOT
1819	PERRY AVE	33	19TH ST. SIDE
1423	COUNTRY CLUB RD	34	NCDOT. OLEANDER SIDE
2818	PARK AVE	34	
4811	WRIGHTSVILLE AVE	42	
98	BUCCANEER RD	53	2 PINES AT INTERSECTION OF BUCCANEER RD AND MASONBORO SOUND RD
98	BUCCANEER RD	53	
			TOTAL: 27 TREES

APPENDIX B: QUALIFYING ASSETS

[illegible]

9. The undersigned understands that the award under this Proposal Will Be made to the lowest responsible bidder.

10. The undersigned acknowledges receipt of any issued Addendum to this Project by recording the Addendum number and date acknowledged below: _____ D _____

Addendum No.: _____

Dated: _____

If awarded the work, I/we agree to begin work as soon as given the notice to proceed and complete the work ready for occupancy within the time limits specified.

This Proposal is submitted by:

Company Name

Signed by: _____

Authorized Person's Signature

Type or Print Name of Person Signing Above

Title: _____

Address: _____

_____ Zip _____

Phone: _____

Date: _____

North Carolina Contractor's License Number: _____