

The City of Tontitown, Arkansas, is seeking competitive bids for the removal of hanging limbs, and the removal and disposal of dangerous trees and stumps, from City rights of way and city owned property. The detailed specifications for the bids as described in the following proposed contract and bid packets may be picked up at The Building Official's office located at 235 E. Henri De Tonti Blvd. (HWY 412) in Tontitown. Deadline for submission of bids is March 26th, 2009 @ 4PM.

Bids should indicate unit price and total for each of three line items as well as bid total as indicated in contract attached.

Bids will be opened at the Tontitown City Council Meeting of the whole @ Tontitown City Hall @ 7PM 3/26/09

If you have questions please call the Tontitown Building Official @ 479-263-9216.

DEBRIS REMOVAL CONTRACT

**SCOPE OF WORK
FOR DEBRIS REMOVAL
RELATED TO FEMA-1819-DR-AR
IN TONTITOWN, ARKANSAS
Unit Price**

1.0 GENERAL.

The purpose of this contract is to remove hanging limbs (disposal will be City's responsibility) and to remove and dispose of all tree stumps and hazardous trees in city of Tontitown, Arkansas Rights-of-Way (ROW) and Tontitown owned property within the city. The area to be included as part of this contract is located within the city limits and is shown on the attached drawings. Reference is also made to the Tontitown GIS site which contains detailed location maps.

2.0 SERVICES.

- 2.1. The Contractor shall provide for hanging limbs removal only (City to be responsible for disposal) and removal and disposal of all tree stumps and hazardous trees in the City ROW and City owned property. Removal and disposal of stumps shall happen first, before the removal of hangers or trees.
- 2.2. The debris shall be taken to a Waste Management Landfill in Tontitown. All necessary permits shall be obtained by the Contractor.
- 2.3. The list items to be removed under this contract is shown on the individual bid schedule, this is only an estimate. A survey of debris and maps are attached for informational purposes only. The Contractor will be responsible for verifying the amount of debris. The lump sum price on the individual bid schedules will be used for payment.
- 2.4. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the City shall be present during this inspection. The Contractor shall provide photographic documentation which includes GPS locations of photographs. The documentation shall be submitted to the City prior to beginning the work.
- 2.5. Haul and Dispose. The work shall consist of cutting hanging limbs and placing within ROW, and removing all stumps and hazardous trees ROW of streets and roads.
- 2.6. Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging

in the tree and are threatening a publicly owned use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level. The Contractor shall not enter onto private property during the performance of this contract.

- 2.7. Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.
- 2.8. The contractor shall use equipment and perform work in a manner to prevent damages to the City's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City.. All equipment shall be approved by the City prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 2.9. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 2.10. The government reserves the right to inspect the site, verify quantities and review operations at any time.
- 2.11. All work shall be accomplished in a safe manner in accordance with City, County, State and OSHA standards.
- 2.12. The contractor's point of contact with the City shall be the City Building Official (CBO).

3.0 LOAD TICKETS.

- 3.1. Load Tickets shall be used for recording the particular area and identify the street on which stumps or trees were located. A copy of the load ticket to be used by the contractor shall be submitted for CBO approval prior to beginning work. Attached with the load ticket there should be a copy of a map with markings indicating items contained in this load.
- 3.2. Each ticket shall contain the following information:
 - Ticket Number
 - Contract Number
 - Contractor Name
 - Date

- Truck or Roll-off Number

3.3 The Contractor will furnish the City a load ticket for each load of debris hauled to the nearest cubic yard. The load tickets shall be submitted with the daily operational report.

4.0 DEBRIS CLASSIFICATION.

4.1 Eligible Debris. Eligible debris is considered all storm related debris which is located within the public right of way and City owned proerties and defined below.

4.2 Stumps The removal and disposal of all stumps will be included in the lump sum price, regardless or size or whether or not the stumps require extraction by the contractor. Stumps 24” or larger hauled separate from other debris shall be individually measured and converted to cubic yards using the [attached TABLE](#) by City’s representative.

4.3 Classifications. Debris classifications will be as follows: stumps, dangerous trees, and hangers.

5.0 PERFORMANCE SCHEDULE.

5.1. The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed. **Stumps shall be removed first, before the removal of dangerous trees or hangers.**

5.2. Prior to commencing debris removal operations a contractor shall, with the CBO’s direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every Monday.

5.3. All activity associated with debris operations shall be performed during daylight hours. The contractor may work up to seven days per week, including holidays.

5.4. Maximum allowable time for completion shall be sixty (60) calendar days, unless the City initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable City, county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

5.5 Time is of the essence in the performance of this contract. Contractor agrees to pay the City liquidated damages in the amount of two hundred dollars (\$200.00) per day (Sundays excluded) beyond sixty days which the job remains incomplete. The parties agree said sum is a reasonable estimation of damages the City would suffer upon delay but would be difficult to quantify upon breach. The parties agree the sum is reasonable and is a measurement of damages and not a penalty.

6.0 EQUIPMENT.

- 6.1. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the CBO. The contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor prior to use shall inspect all equipment. The CBO will provide a form for this purpose.
- 6.2. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:
- Company Name
 - Truck Number
 - Cubic Yardage
 - Inspectors Name and Date
- An example sign is included as an attachment.
- 6.3. Prior to commencing debris removal operations, the Contractor shall present to the CBO all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The Contractor shall notify the CBO each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.
- 6.4. Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

6.5. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the CBO.

7.0 REPORTING.

7.1. The Contractor shall submit a report to the CBO each day for the term of the contract. A sample daily haul record is attached. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Truck Numbers
- Location of work
- Day of Report
- Daily and cumulative totals of debris removed, by category

8.0 OTHER CONSIDERATIONS.

8.1. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

8.2. The Contractor shall be duly licensed in accordance with the city's, state's and county's statutory requirements to perform the work.

8.3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

8.4. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with City, county, state OSHA standards.

8.5. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.

8.6. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.

8.7. The CBO may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.

- 8.8. The Contractor shall employ as many local residents and subcontractors as possible as part of this contract.

9.0 FINAL DISPOSITION

Debris shall be taken to the Waste Management Landfill in Tontitown, Arkansas. Landfill disposal fees are the responsibility of the Contractor.

10.0 MEASUREMENT.

Measurement for all debris removed shall be based upon Load tickets.

11.0 BONDING AND INSURANCE

- 11.1. Prior to signing of contract, contractor agrees to furnish the CBO with all applicable certificates of insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements. In addition, a payment and performance bond equal to the bid or \$1,000,000.00, whichever is higher, is required within 24 hours of award of the contract. The contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance.

- 11.2. The Contractor shall save and hold the City harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

12.0 PAYMENT.

- 12.1. Payment for work completed may be invoiced on completion of the job. Payment will be based on the unit price for each component (hangers, dangerous trees, stumps) for actual quantities removed and/or disposed of submitted by the contractor in accordance with the unit price in the [attached BIDDING SCHEDULE](#).
- 12.2. Time is of the essence to the performance hereunder and the City shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the City's authorized agent may retain a percentage of said payment, not to exceed 5% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the City's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

- 12.3. The City may withhold final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 12.4. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the City's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the City authorized agent including acceptable evidence of the satisfaction of all claims or liens.

13.0 TERMINATION OF CONTRACT

- 13.1. This contract may be terminated at any time for the convenience of the City. The City agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.
- 13.2. This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the CBO agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract.

14.0 WARRANTIES AND REPRESENTATIONS

- 14.1. This contract is binding upon and inures to the benefit of the City or Assigns and is the whole agreement of the parties and governed by the Law of the State of Arkansas. The appropriate venue for any litigation resulting hereunder Circuit Court of Washington County, Arkansas.
- 14.2. The Contractor shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

15.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 15.1. When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

- 15.2. Corrective Actions. If deficiencies are identified, the City must take action to correct those deficiencies using one, or in some cases a combination of, the following:
- 15.2.1. Stop Unsafe Work. The CBO may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
- 15.2.2. Issue a Stop Work Order. If the CBO determines the deficiency is serious, the City may issue a stop work order.
- 15.2.3. Reduced Value Deduction. The City may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the, City or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods allowed by the contract clause entitled "Inspection of Services".
- 15.3. The City may discuss corrective actions with the Contractor to prevent future occurrences.
- 15.4. The CBO will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the CBO of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the CBO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

16.0 NOTICES

- 16.1. At the time of award, the Contractor shall designate, in writing, a representative to receive any Notice required hereunder and who shall be available at the local work site in Tontitown, Arkansas, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the CBO at the time of award.
- 16.2. The only City personnel authorized to receive any Notice required hereunder is the CBO. Said Notice must be hand delivered during normal business hours to the location designated by the City .

17.0 OTHER CONTRACTS.

The City reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

18.0 ATTACHMENTS

- Example Stump & Tree Haul Records
- Map an unit counts for Hanger Limbs
- Map an unit counts for Hazardous Trees
- Map an unit counts for Stumps
- Dumpsite Location Map

19.0 ACCEPTANCE OF CONTRACT

The Contractor shall provide all the documentation required as per SECTION BONDING AND INSURANCE of this contract within the specified time limit, and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

The Contractor shall provide CBO the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to Tontitown, Arkansas

The Contractor shall provide proof of Workman’s Compensation as required by the State of Arkansas.

As agreed upon by the City and contractor local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the [attached BIDDING SCHEDULE](#).

IN WITNESS WHEREOF, the parties have agreed to the above requirements and have entered into the above contract this _____ (date).

CONTRACTOR NAME

By: _____ (title) _____

TONTITOWN, ARKANSAS

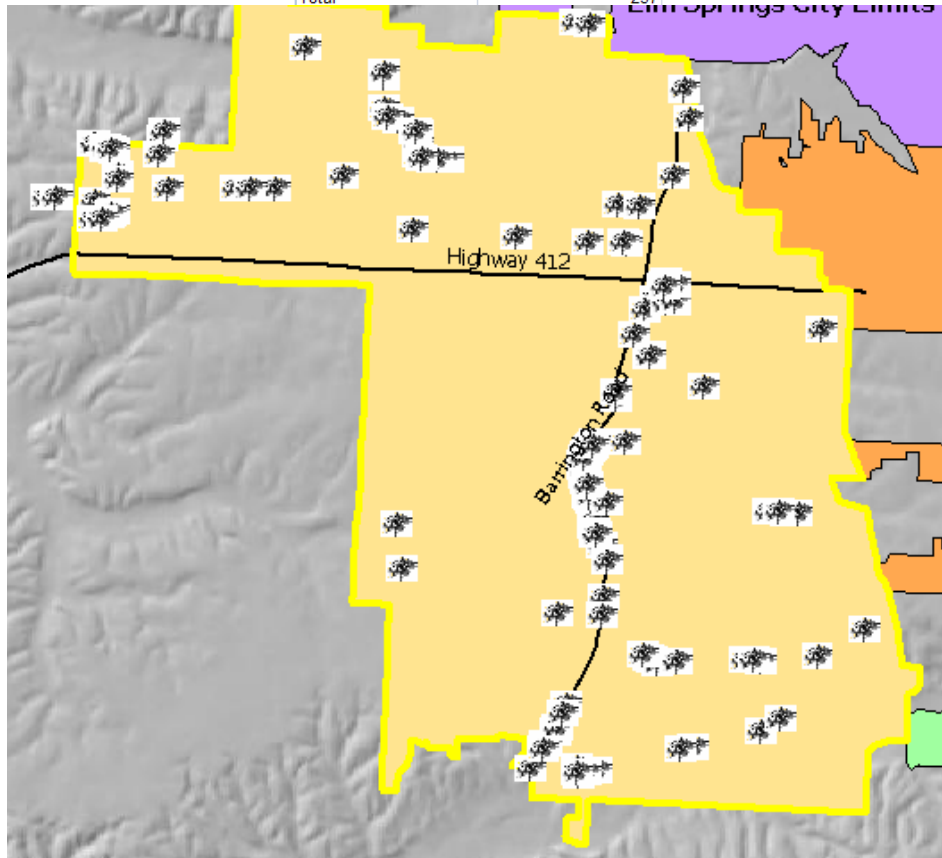
By: _____
MAYOR

ATTEST:

By: _____
RECORDER/TREASURER

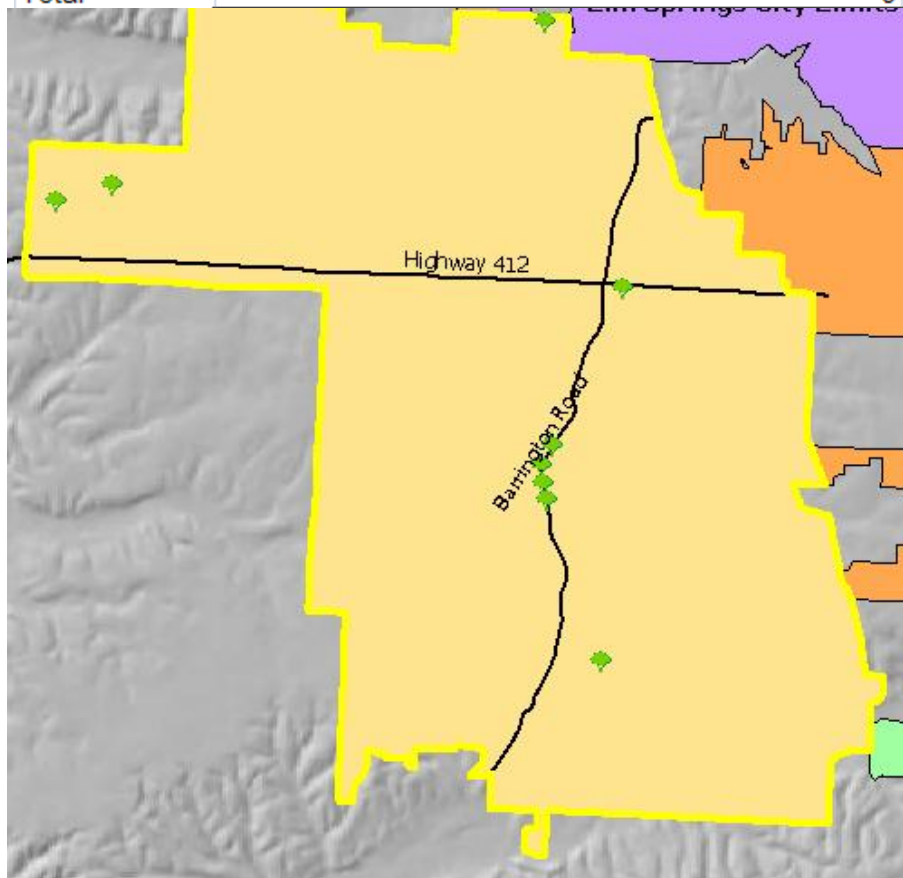
Bid Items Breakout – Hangers

Street	Number of Trees With Hanger Limbs On Street
Arbor Acres Ave.	2
Ardemagni Rd.	2
Bariola St.	1
Brush Creek Dr.	4
Cortiana	1
Dale Rouse Rd.	11
E. Bandini Ave.	1
E. Fletcher Ave.	14
E. Henri de Tonti Blvd.	27
Javello Rd.	24
Kissinger Ave.	8
Leelyn Jean	1
Liberty Ave.	7
N. Barrington Rd.	3
N. Pianalto Rd.	1
Old Hwy. 68	6
Piazza Rd.	1
Reed Valley Rd.	9
S. Barrington Rd.	83
S. Pianalto	4
Sabatini Rd.	2
Sbanotto Ave.	4
SE Zulpo	5
Steele Rd.	17
Taldo Loop	4
Taylor Rd.	11
Wheeler Rd.	4
Total	257



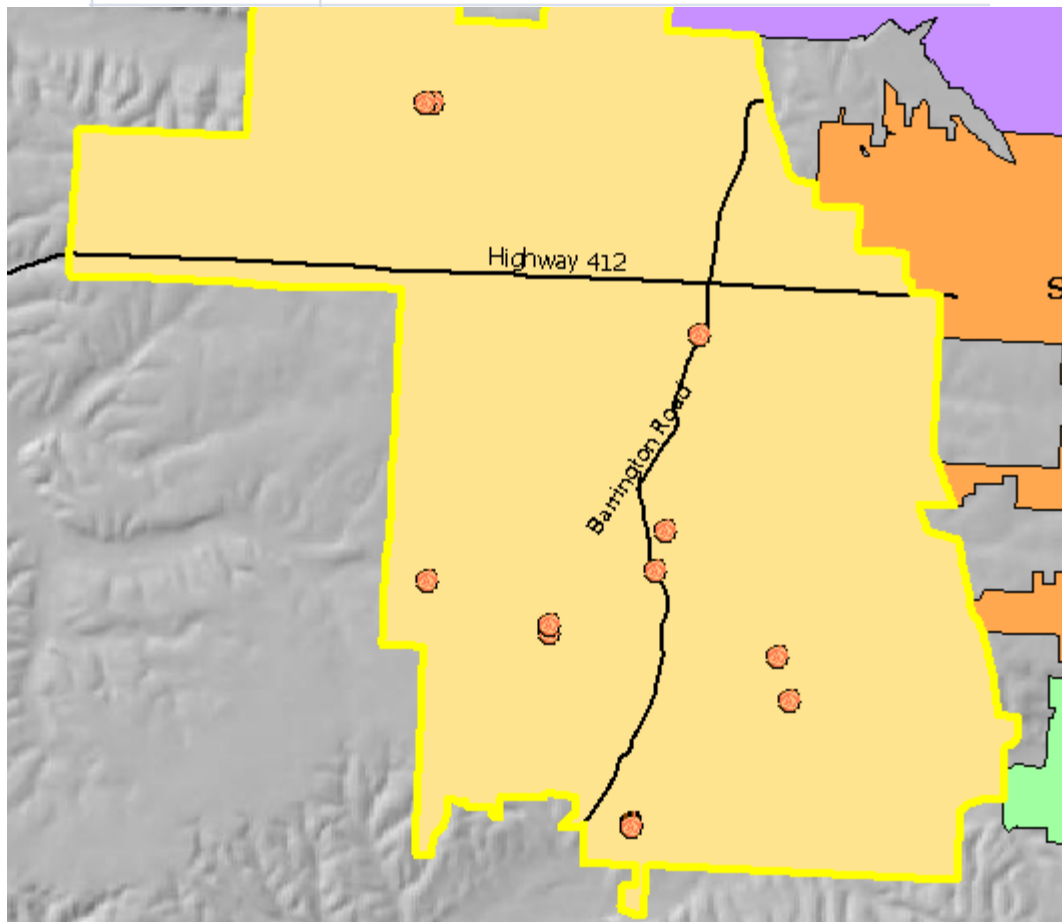
Bid Items Breakout – Hazardous Trees

HAZARDOUS TREES	
Tree C2-I21	1793 Ardemagni Rd - North and East of this house
Tree C6-C01	235 E de Tonti Blvd
Tree C8-G01	1188 S Barrington Rd
Tree C8-H21	1363 S Barrington Rd
Tree C8-H31	1460 S Barrington Rd
Tree C8-H41	S Barrington Rd, N of Taldo Loop
Tree C10-C41	369 Steele Rd
Tree F5-H01	598 N Brush Creek Rd
Tree G5-A11	3843 Old Highway 68
Total	9



Bid Items Breakout – Stumps

STUMPS	
Stump:B10-I21	853 Callahan Loop
Stump:B10-I41	930 Steele Rd at Callahan Loop
Stump:C6-E31	385 S Barrington Rd, south of house
Stump:C8-F41	1560 Taldo Loop, between house & Barrington Rd
Stump:C9-G21	1782 S Barrington Rd
Stump:C12-G21	340 Reed Valley Rd
Stump:C12-G22	340 Reed Valley Rd
Stump:C12-G23	340 Reed Valley Rd
Stump:C12-G24	340 Reed Valley Rd
Stump:D10-C01	1911 Dowell
Stump:D10-C11	1916 Dowell
Stump:E3-B41	1145 Javello, SE of this house
Stump:E3-B42	1145 Javello
Stump:E9-A31	1971 S Pinalto Rd
Total	14



MAP TO WASTE MANAGEMENT

Get Directions [My Maps](#)

A tontitown arkansas

B 11979 Arbor Acres Rd, Springdale, AR 72762 (W)

[Add Destination - Show options](#)

By car

Also available: [Walking](#)

Driving directions to Waste Management Inc
3.0 mi – about 8 mins

A Tontitown Arkansas

1. Head west on AR-68/W Henri de Tonti Blvd/US-412 toward Pozza Ln 0.4 mi
2. Turn left at Klenc Rd/S Klenc Rd Continue to follow Klenc Rd 1.5 mi
3. Klenc Rd turns slightly right and becomes Kelly Ave 0.2 mi
4. Turn left at Dowell Rd 0.8 mi
5. Turn right at Arbor Acres Rd Destination will be on the left 0.1 mi