



Town of Forest City

Inspections and Zoning Department
128 N Powell St, PO Box 728
Forest City, North Carolina 28043
fcbuilding@townofforestcity.com

Invitation for Bid: Abatement of Public Nuisance

Date Issued: _____

Town of Forest City, NC

BIDS SHALL BE ACCEPTED UNTIL: WEDNESDAY, MARCH 15, 2023, AT 2:00 PM, EST.

Specification Contact: ERIN YOICHEM
Town of Forest City Code Enforcement Office
(828)248-5239

Contract Contact: MARC DUNCAN and R.A. MCINTOSH
(828)247-4426

Contract Term: The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all the terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the Town of Forest City. The Town of Forest City has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the Town of Forest City.

Vendor Information:

Mission Statement

Our mission is to provide customer service and administer development codes to improve the quality of life for the people living and working within the city limits. This will be accomplished through policies, conducting inspections to ensure compliance with all related codes, and listening to and addressing the concerns of the community. We strive to provide for the public health, safety, and general welfare of the community through inspections, zoning, and the planning process.



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TERMS AND REQUIREMENTS OF BID

INSURANCE: The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of North Carolina or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the Town of Forest City, in full force and effect.

Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of North Carolina, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on Town of Forest City owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the town, and to indemnify the Town of Forest City against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees, or agents.

The insurance coverage shall be such as to fully protect the Town of Forest City and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the Town of Forest City as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Rutherford County, North Carolina and the same shall be incorporated into any Contract agreed to by the parties.

THE TOWN OF FOREST CITY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUBCONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. Required Not Required Comprehensive General Liability Insurance The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. Required Not Required Professional Liability Insurance The Vendor/Contractor shall provide the Town of Forest City with proof of Professional Liability Insurance, which shall protect the Town of Forest City against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. Required Not Required Worker's Compensation Insurance: per the Town of Forest City, the Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this

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Contract such worker's compensation insurance limits as required by the statues of the State of North Carolina and Employer's Liability with limits no less than \$500,000.00.

The price specified in this bid shall be firm and not subject to contingency or reservation. If the vendor fails to honor the stated prices as submitted in the Bid Form or contract, the Town of Forest City reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item.

Expectations of Abatement Process:

- 1) Initial abatement (cut) will occur when the vegetation is at least 15 inches tall.
- 2) Requirement will be to cut vegetation as low as possible and trim around any items that may be in the yard.
- 3) Invoices are required to be submitted to the Town of Forest City Code Enforcement Department within forty-eight hours (48 hours) of completion.
- 4) Completion of the abatement should occur within forty-eight (48) hours of receipt of the request from the Code Enforcement Officer.

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PUBLIC NUISANCE BID

Bid Date/Time: **Wednesday, March 15, 2023 at 4:00 P.M.**

Bid Opening Location: **Forest City Town Hall~128 N Powell Street**
Drop off Location: Collections Dept

Property Size: > .5 acres Bid: _____

.5<x>1.5 acres Bid: _____

I, the undersigned contractor, have inspected the subject property and understand the extent and character of the work to be completed as described herein. I propose to accomplish the work as indicated herein within thirty (30) days of bid being awarded by city council.

Company Name

Signature of Representative

Date

You may hand deliver your sealed bid to: **Forest City Collections Dept**
128 N. Powell Street
Forest City, NC 28043
Code Enforcement Official

or you may mail your sealed bid to: **Town of Forest City**
PO Box 728
Forest City, NC 28043
Attn: Code Enforcement Official

or email your sealed bid to: fcbuilding@townofforestcity.com

Bids not received by the time and date listed above will be rejected.

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