

**INVITATION FOR INFORMAL BIDS**  
**GRASS AND DEBRIS ABATEMENT**  
**FOR THE TOWN OF WINTERVILLE, CODE ENFORCEMENT DIVISION**  
**PER SPECIFICATION**

**INSTRUCTIONS FOR BIDDERS**

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The person, firm or corporation making a proposal shall submit it, in a sealed envelope, to the Town of Winterville – Code Enforcement Division, 2571 Railroad St., Winterville, NC 28590, or if by mail to the Town of Winterville, Code Enforcement Division, P.O. Box 1459, Winterville, NC 28590, on or before **April 28, 2026 at 5:00 pm**. This sealed envelope needs to be submitted to the Code Enforcement Officer. The words “Informal Bid for Grass and Debris Abatement” shall appear on the outside of the sealed envelope.

The bidder shall insert all the required responses on the “Bid Proposal” form attached to the “Grass and Debris Abatement Requirements” document. The prices inserted shall be the full cost including all factors whatsoever and to include overhead and material costs. Failure to have all required documentation in the sealed envelope could result in not being considered. Bids not submitted on the forms provided shall not be considered. No bid may be changed or withdrawn after **5:00 pm on April 28, 2026**. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Code Enforcement Officer and the reasons for withdrawal are stated. Bids will be opened and begin to be reviewed on **April 29, 2026 at 3:00 pm**. You are welcome to be present at this time and date in the Winterville Town Hall Executive Conference Room, 2571 Railroad St., Winterville, NC 28590. No awarding bid will be issued until staff has a chance to review all submitted documentation, verified information, and has been authorized to do such. The bid award date will be no later than **May 4, 2026**. Bid tabulation sheets will be available to all interested parties after the bid award date. The Town of Winterville Code Enforcement Division reserves the right to reject any and all bids, to waive any informalities, and to accept the bid or any portion thereof that is deemed most advantageous to the Town.

The attached specifications represent the minimum performance characteristics desired in the service to be provided. These requirements are not intended to prevent obtaining fair responses or to eliminate competition. They are intended for the protection of each and every bidder and to insure, if possible, that all bids submitted shall be upon a fair and comparable basis. This is an indefinite quantity agreement. The contractor agrees to provide to the Town the services requested. The Town and contractor agree there is no minimum or maximum of services required under this agreement. Any changes in address, telephone, e-mail, or facsimile or electronic transmission number shall be sent immediately to the Town of Winterville Code Enforcement Officer.

If the bidder/contractor fails to perform the requirements of the Grass and Debris Abatement Requirements within the time prescribed the work order shall be in default. The Town reserves the right to cancel the work order and issue an order to another bidder/contractor under this agreement. The bidder/ contractor in default will be responsible for any additional cost or expenses incurred by the Town to have completed or performed the work order either not completely satisfactorily or within the prescribed time by default bidder/contractor.

It is expressly understood by the bidders that written notice of award by the Town will constitute an agreement by the Town to consummate the transaction and will serve together with proposal, advertisement, these instructions, and the detailed specifications, as the entire form of contract between the parties except in cases where formal contracts are warranted. Each bidder shall affirm that no official or employee of the Town of Winterville is directly or indirectly interested in the proposal for any of personal gain.

The Town has adopted an Equal Employment Opportunity Clause which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or ancestry. A copy of this clause may be obtained at the Town Clerks Office, Town Hall, Winterville, NC. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

Federal Law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all government units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

It is expressly understood by the bidder/contractor that the bidder/contractor and any employees of the bidder/contractor are not employees or agents of the Town of Winterville.

The bidder/contractor acknowledges and understands that inclusive in the award and part of the subsequent contract the bidder/contractor agrees to indemnify and hold harmless the Town of Winterville, its managers, directors, council members, officers and employees for any negligence resulting in injury, death or damage to property caused by the bidder/contractor including any of its employees during the performance of this agreement. The bidder/contractor assumes all liability and responsibility for injuries, claims for suits for damages to persons or property of whatsoever kind of character whether real or asserted, occurring during the time the services are being performed and arising out of the negligent performance of same incurred by any employee, agent or contractor of the bidder/contractor in the performance of the terms and conditions of this agreement. Failure to perform any of the duties or assignments within the time period shall result in the assessment of liquidated damages in the amount of fifty (50) dollars per day until the task has been completed and passed inspection.

The Town reserves the right to award this agreement as a single award or it is determined the best interests of the Town as determined solely by the Town, this agreement may be awarded to one or more bidders/contractors for the categories listed in the bid package.

Questions regarding any part of this bid shall be directed to Evan Johnston at 252-756-2221 ext. 2419.



**Town of Winterville**  
Code Enforcement Division  
2571 Railroad St.  
Winterville, NC 28590  
252-756-2221 ext 2345  
inspections@wintervillenc.com

### **Grass and Debris Abatement Requirements**

- 1) The contractor will pick up all trash, debris, and wood on each parcel prior to cutting the lot. Any trash in excess of a 64-gallon trash container will be considered an extra charge and subject to additional fees. All trash is required to be removed upon completion of the job. If the trash and debris is in excess of the description, immediately contact the Code Enforcement Officer who assigned the work to you for clarification before authorization to proceed forward is granted. Failure to obtain prior approval can result in nonpayment of any claimed additional work.
- 2) All vegetation (i.e. grass, weeds, noxious vines, and items of like kind) will be cut to a height of no more than two (2) inches. All parcels will be trimmed and edged. All grass clippings will be blown out of roadways and away from storm water drains. If clumps of vegetation exist or remain, they should be smoothed or leveled out in order to even out the property with no mound of clippings remaining after conclusion of cutting.
- 3) If the parcel becomes a scheduled cut and is deemed a chronic violator under the Code Enforcement Standards, you are authorized to spray and maintain the property for weed control and overgrowth of excessive vegetation in order to assist you in your routine efforts. Your effort and cost analysis must be approved by the Code Enforcement Division before steps can be taken. Failure to obtain prior approval can result in nonpayment of any claimed additional work.
- 4) If the parcel needs to be abated with a grass and weed **height greater than 1.5 feet (18 inches) tall for 50%** or more of the parcel, this will be considered an excessive cut to bring the property into compliance and to obtain the 2-inch height. If you as the contractor approach a parcel and are unsure of vegetation height, contact the assigning code enforcement officer prior to beginning work. It is your responsibility to receive authorization for any additional height change prior to beginning work. Failure to get prior approval for work will result in forfeiture of payment for the additional height charge.

- 5) The assigned Code Enforcement Officer will respond to the location to conduct a re-inspection of the parcel when the project is complete. Code Enforcement staff will conduct this re-inspection to ensure that all work is completed to the required specifications prior to processing of payments from the Town of Winterville. To ensure quick and prompt payment call for a re-inspection as soon as possible so the inspector can schedule as early as possible. If the contractor fails to perform the work as directed under the terms of the bid and the contractor is required to re-cut or complete abatement, additional work or abatement shall be at no additional cost to the Town of Winterville.
- 6) Trip tickets or dumping fee documentation will be submitted with each submitted invoice.
- 7) All contractors shall furnish all their own equipment. All equipment must meet the following specifications or greater.

a) Equipment

i) PPE

- (1) Hard Hats / Forestry helmets.
- (2) Closed steel toe shoes.
- (3) Safety glasses / shield.
- (4) Long pants worn at all times.
- (5) Ear protection.
- (6) Safety vest.
- (7) First aid kit.
- (8) Fire extinguisher.
- (9) Cellular telephone.
- (10) MSDS sheets.
- (11) Any safety precautions and procedures shall be used at all times, in accordance with OSHA regulations.

ii) Vehicle / Equipment

- (1) Safety cones shall be used when parking on public street.
- (2) Hazard lights or another form of vehicle identification illumination system shall be operational when parking on public street.
- (3) Work vehicles shall be parked in accordance to local and state laws.
- (4) All safety guards and shields shall be used in accordance with the manufacture's specifications when the operator deems it applicable.
- (5) Any safety precautions and procedures shall be followed in accordance with OSHA regulations.

b) Required Minimum Equipment

i) Lawn Mowing Equipment

(1) Contractor shall have a minimum of one commercial grade lawn mower. Mower shall have a minimum of 20 horsepower and a minimum 50-inch cut capacity.

ii) Brush mower

(1) Contractor shall have a minimum of one Tractor with commercial grade brush mower attachment.

iii) Trimmer

(1) Contractor shall have a minimum of two commercial grade trimmers.

iv) Blower

(1) Contractor shall have a minimum of one commercial grade blower.

v) Miscellaneous hand equipment

(1) Rake(s)

(2) Shovels(s)

(3) Broom(s)

(4) Lopper(s)

(5) Handsaw(s)

(6) Chainsaw(s)

vi) Hauling Capabilities

(1) Contractor shall have a minimum of one trailer or box vehicle to transport and secure their equipment.

(2) Trailer shall be legally registered and licensed.

(3) All trailer lights shall be operational.

8) Insurance

- a) Contractor is responsible to maintain comprehensive bodily insurance, property damage insurance, worker's compensation coverage or self-covered insurance at all times. The insurance policies required by this contract shall include the Town of Winterville as an additional insured, as well as its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors. The insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby.
  - i) Minimum \$500,000 Comprehensive Bodily Injury.
  - ii) Minimum \$500,000 Property Damage.
  - iii) Worker's Compensation coverage or Self-Covered Insurance.
- b) Failure to maintain the above will immediately disqualify you as an eligible contractor for the Town of Winterville
- c) Proof of current worker's compensation insurance and general liability shall be submitted to Code Enforcement Officer before any work shall commence.

9) Damage to Contractor's Property

- a) Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on Town of Winterville property or private property, the Town of Winterville shall be under no obligation to replace or in any way compensate the contractor for said property.
- b) The contractor shall agree to indemnify or hold harmless the Town of Winterville from and against any liability, loss, cost, damage suit, claim or expense arising from its activities, operations and performance of services while engaged in work covered under the scope of this contract.

#### 10) Financial Compensation

- a) Award will be based on the lowest aggregate bid for each category (i.e. size of lot/parcels). The Town of Winterville reserves the right to make awards for the lowest aggregate
- b) Property size, in acres, will be determined by the Online Parcel Information System of Pitt County, North Carolina.
- c) Compensation will be based upon the category/level of job assigned.
  - i) 0.01 – 0.25 acre
  - ii) 0.26 – 0.50 acre
  - iii) 0.51 – 1.00 acre
  - iv) 1.01 acres and up
  - v) Excessive Height Charge
  - vi) Trash and Debris Removal if No Grass Cutting Involved
  - vii) Excessive Trash and Debris

#### 11) Starting and Completion Dates

- a) The contractor will be notified within 48 hours of abatement date to start abatement process. The contractor will have five (5) days to start abatement before contractor defaults on contract. When contractor is notified by phone and he or she does not answer the phone call, the contractor will have 24 hours to respond to Code Enforcement Officers request for abatement before another contractor is assigned.
- b) All work must be completed within 48 hours of starting abatement unless delayed due to inclement weather or other reason(s) to be approved by Code Enforcement Officer. Failure to complete work within the required time could result in cancellation of contract with the Town of Winterville.
- c) The contract period is from **May 1, 2026 until December 31, 2026.**

#### 12) Changes in Specifications and / or Contract

- a) Any changes to the specifications shall be issued as a written addendum. No oral statements, explanations or comments by whosoever shall be of any effect.
- b) The contract may be amended through written agreement by both parties.

### 13) Cancellation of Contract

- a) The contract may be cancelled due to the following partial list of reasons:
  - i) Continuous poor quality of work as determined by the Code Enforcement Office
  - ii) Failure to maintain proper insurance. Any work completed for the Town of Winterville after the effective date of cancellation or suspension in proper insurance releases the Town of Winterville from any payment to the contractor.
  - iii) Any complaint that payment to suppliers, subcontractors or employees exist.
  - iv) Failure to respond to an abatement or complaint promptly.
  - v) Failure to pay taxing agencies.

**14) Bid Proposal**

This document must be submitted in a sealed envelope. This shall accompany all required paperwork if you elect to become a grass and debris abatement contractor for the Town of Winterville.

Fill in the blank with the bid amount for each level of assigned work and have document notarized before submitting:

**Grass Cutting Charges**

0.01-0.25 Acre: \_\_\_\_\_

0.26-0.50 Acre: \_\_\_\_\_

0.51-1.00 Acre: \_\_\_\_\_

1.01 and Up: \_\_\_\_\_

Excessive Height Charge: \_\_\_\_\_

Excessive Trash and Debris: \_\_\_\_\_

Trash and Debris Removal – No Grass Cut: \_\_\_\_\_

I, \_\_\_\_\_, affirm that the above information is my formal bid and agreement to all specification within. This will cover all expenses that I will acquire and include my overhead costs. I will not seek additional funds from the Town of Winterville. If at any point, I am not able to uphold my services in conjunction with this pricing scale I will immediately notify in writing to the Town of Winterville. In the event that I am awarded the work under this bid and for any reason I am not able to perform the services and work awarded, I acknowledge and understand that I will be placed on an ineligible bid or award list for any contract awarded by the Town of Winterville for a period of one year after my failure to perform work for the Town of Winterville. I further acknowledge and understand that this is a requirements contract and the Town of Winterville is not required or obligated to issue a set number of job orders for any work and may issue no job orders during the performance period based on the availability of work or funds. The Town of Winterville reserves the right to reject any and all bids, to waive any informalities and to accept the bid if it seems the advantageous to the Town of Winterville.

Signed \_\_\_\_\_ Company \_\_\_\_\_

Date \_\_\_\_\_

Notary \_\_\_\_\_ Date \_\_\_\_\_

My commission expires: \_\_\_\_\_