

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
POWER LINE RIGHT OF WAY CLEARANCE AND
TREE TRIMMING



City of Mascoutah
Electric Utility
3 W. Main Street
Mascoutah, IL 62258

Summary Description:

Furnishing Labor and Equipment for Power Line Right of Way Clearance and Tree Trimming as Per Enclosed Specifications and Associated Contract Documents

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INVITATION FOR BIDS

Sealed bids from qualifying licensed contractors will be accepted and publicly read on **October 25, 2022 at 10:00 am** local time at Mascoutah City Hall located at 3 W Main St., Mascoutah, IL 62258 for the supplying of services in connection with the Park 15 KV Circuit power line right of way clearance and tree trimming.

The work to be done consists generally of the supplying of all supervision, materials, labor, tools, equipment and transportation necessary to trim or remove trees, brush and perform other utility forestry services for power line right of way clearance.

Documents for contractors desiring to submit a bid on this work may be obtained from the City of Mascoutah City Clerk's Office or downloaded online at www.mascoutah.org. Follow the contractor instructions and direct any questions to Larry Linck, Electric Department Supervisor at 618-566-2964 x316. Only bids submitted by qualified licensed contractors will be considered in the bid evaluation process. All decisions as to the qualifications of the bidder will be made solely by the City of Mascoutah and will be final.

No bidder may withdraw his or her bid for a period of thirty (30) days after date of actual bid opening without the owner's consent. The owner reserves the right to reject any or all bids and to waive any informalities or technicalities therein.

City of Mascoutah Electric Utility - Mascoutah, Illinois
Specifications for Power Line Right of Way Clearance and Tree Trimming

Section 1.0 Scope

These specifications require the furnishing of all supervision, materials, labor, supplies, tools, equipment and transportation necessary to trim or remove trees, brush, and perform other utility forestry services pertaining to power line right of way clearing, and at such time and place as may be designated by authorized representatives of the City of Mascoutah.

Section 2.0 Bidder's Qualifications

2.1 Bids will be accepted only from well-established and qualified licensed contractors, trained and experienced in the clearing of power line rights of way and tree trimming that are approved by the City of Mascoutah. No bid will be considered from any Contractor unless they are known to be skilled and were previously engaged in work of a character and scope consistent with these bid specifications.

2.2 Bidders must show that their equipment and facilities are sufficient and their workload so arranged as to meet the schedules called for by the Contract without the use of subcontractors. In order to aid in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to the City of Mascoutah, of the Bidder's qualifications, experience and familiarity with work of the character specified and his or her financial ability to properly prosecute the proposed work to completion.

2.3 Bidders must follow the Illinois Department of Labor Prevailing Wage Rate for establishing the minimum wages to be paid to workers under this Contract.

Section 3.0 Instructions to Bidders

3.1 Bidders shall *submit in duplicate* this entire specification without the removal of any pages. Bids that are sent by U.S. Postal Service or private carrier shall be clearly marked "**BID ENVELOPE ENCLOSED**". The bid shall be sealed in a separate envelope and shall have the following information shown on the outside of the envelope:

**BID FOR: Park 15KV Circuit Power Line Right of Way Clearance
and Tree Trimming**

BID DUE: October 25, 2022 @ 10:00 am local time

BIDDER: _____

Envelope must be addressed and submitted to:

City of Mascoutah
ATTN: City Clerk
3 W. Main St.
Mascoutah, Illinois 62258

Any bid not conforming to these requirements will not be considered even if opened by mistake.

- 3.2 Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) register with the City of Mascoutah City Clerk as a bidder, (c) visit the system to become familiar with local conditions that may in any manner affect cost, progress, or performance of the work, (d) have knowledge of all federal, state and local laws, ordinances, rules and regulations affecting performance of the work, and (e) carefully correlate the Bidder's observations with the requirements of the Contract Documents.

Site tour/survey will be conducted by Electric Department Supervisor Larry Linck. Contact Larry Linck at (618) 566-2964 x316 to coordinate date/time. Meeting location will be at the intersection of 6th Street and Douglas Street; parking available on north and south sides of Douglas Street.

- 3.3 Each bid shall be carefully prepared in accordance with the Specifications of the Contract Documents.
- 3.4 Each bid shall be signed by a representative of the Bidder who is authorized to make contractual obligations for the Bidder and shall give the Bidder's full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative.
- 3.5 Bids by a corporation shall be signed in the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The name of all persons signing shall also be typed or printed.
- 3.6 Bids will be opened as indicated in the Invitation for Bids.
- 3.7 The City of Mascoutah reserves the right to reject any and all bids, waive any and all technicalities therein, disregard all nonconforming or conditional bids, and evaluate and award bids on other than a low bid basis. By submission of a bid, Bidder thereby agrees to these stipulations and will not challenge the City of Mascoutah decisions.
- 3.8 The City of Mascoutah may conduct such investigations as it deems prudent to establish the responsibility, qualifications, and financial ability of the Bidders. Final selection of the best overall bid submitted, as determined solely by the City of Mascoutah, shall be based upon factors such as: financial stability of bidder; personnel experience and training; surveys of

current and previous employers and previous work history with the City of Mascoutah; overall quality of equipment and organization; ability to adequately serve the City of Mascoutah with full coverage, customer responsiveness and complaint processing; employee safety training, safety compliance and procedures, including drug-free workforce initiatives, etc.

- 3.9 If the Contract is awarded, City of Mascoutah will give the successful Bidder due notice of award after its City Council meeting which is currently scheduled for November 7, 2022. Work may commence on this Contract after November 15, 2022 unless otherwise approved.
- 3.10 No Bidder may withdraw or alter his or her bid for a period of thirty (30) days after date of actual bid opening without the consent of the City of Mascoutah.
- 3.11 The City of Mascoutah may elect during the term of this Contract to award additional contracts for rights of way clearance and tree trimming via alternative contractual arrangements. Nothing contained herein shall be construed as prohibiting City of Mascoutah from awarding such additional contracts as it deems necessary for the continued safe operation and maintenance of its electric distribution system.

Section 4.0 Principles and Definitions

- A. The word "Owner" shall refer to City of Mascoutah.
- B. "Contractor" shall mean the successful Bidder to whom a Contract is awarded.
- C. "Work" shall refer to everything agreed to be done and furnished by the Contractor including all supervision, supplies, labor, transportation and equipment together with all responsibilities and obligations imposed by the Contract Documents.
- D. "Equipment" shall mean the trucks, trailers, tools, saws, and other apparatus which are owned and operated by the Contractor and which are required to be maintained by the Contractor for the performance of the Contract in accordance with the Specifications.
- E. "Specifications" shall mean all specifications pertaining to the Work to be performed.
- F. "Contract" shall mean the fully executed document which binds the interested parties in an Agreement to fulfill all terms, conditions, and specifications pertaining thereto.
- G. "Invitation for Bids" shall be the means by which City of Mascoutah solicits bids from Contractors for Work which City of Mascoutah may from time to time deem necessary to have performed.
- H. "Install", "Furnish", "Provide", or words of like import shall mean the Contractor shall install, furnish, or provide, and similarly the words "Approved", "Authorized", "Required", "Satisfactory", "Acceptable", or words of like import shall mean, as

applicable, approved by, authorized by, required by, satisfactory to, or acceptable to, unless otherwise expressly stated.

- I. “Contractor” shall mean a contractor who is determined by the City of Mascoutah to be eligible to bid on the Work, subject to any conditions, but such status shall not imply or infer compliance with any of the requirements of the Contract, Specifications or other Contract Documents.

Section 5.0 General Requirements

- 5.1 Bidders shall be trained and licensed in the handling and use of chemicals and sprays, and shall furnish evidence of the same, for foliage, basal, and tree stump applications. Evidence of training and licensing is required.
- 5.2 A contract crew shall consist of all necessary personnel and all necessary tools and equipment as outlined in the Contractor’s Qualification Application Form, to safely and efficiently complete the work. The City of Mascoutah reserves the right to do any Work covered within this Contract by its own forces, to have such Work performed by other contractors, to cause such Work to be completed by other means, or to defer any Work to a future date.
- 5.3 These Specifications require that Work may be performed on a lump sum cost per circuit.
- 5.4 Since Contractor(s) employees come in contact with City of Mascoutah customers, they shall be completely dressed in suitable clothing which shall be clean at the beginning of each day. Identification badges or other forms of identification which displays the Company’s name, person’s picture, position, etc. is recommended but not mandatory and must be shown to the customer upon request.
- 5.5 All motor trucks and other vehicles provided by the Contractor to perform the Work shall bear the Contractor’s number and shall be well marked and identified with company insignia or name designating the vehicles as property of the Contractor. All equipment must be maintained in such a manner as to minimize downtime. The City of Mascoutah shall not render payment for any charges in connection with lost productivity due to equipment failure or malfunction.
- 5.6 When convenient for the City of Mascoutah, the Contractor may be given permission to park vehicles and equipment on city property. Otherwise, Contractor shall be responsible for parking vehicles and/or storing equipment at locations other than city owned facilities and paying all associated costs. The City of Mascoutah shall not be responsible for any damage or loss of Contractor’s equipment.

- 5.7 Contractor shall observe all generally recognized safety rules (including without limitation the provisions of the National Electrical Safety Code and ANSI Z133.1 - 2000 or latest edition thereof), regulations, and methods to prevent injury to all employees and other persons or damage to property of the City of Mascoutah or the public arising from its operations. Contractor shall observe all laws and regulations applicable to its operations including without limitation OSHA requirements, Illinois Department of Transportation requirements, Illinois Department of Agriculture requirements, Workers' Compensation, Social Security payments, tax withholding payments, Contractor's License, etc.
- 5.8 Contractor shall secure from the City of Mascoutah information as to the nature of the electric circuits involved in all cases prior to commencement of Work in each area. Contractor acknowledges that City of Mascoutah's electric circuits are to continue in normal operation during this Work, and Contractor shall provide and use all protective equipment necessary for the protection of its employees and to guard against interfering with the normal operation of these electric circuits.
- 5.9 Contractor shall immediately notify the City of Mascoutah of any irregular situations observed on City of Mascoutah's system, including, without limitation, equipment or facility malfunctions, actual or potential safety problems, loose or sagging guy wires, damaged conductors, leaking transformers, damaged or defective poles, and any other seemingly unusual circumstance encountered by the Contractor.
- 5.10 If, during the term of this Contract, additional hourly crews or workers are needed to perform right of way clearing, tree trimming, chemical applications, or related utility forestry services, the City of Mascoutah will first request such crews or workers from the Contractor then working for City of Mascoutah. Should the Contractor fail to furnish additional crews or workers upon ten (10) days written notice, city shall have the right to obtain additional crews or workers as provided for in this Contract.
- 5.11 Contractor shall promote a drug and alcohol free working environment.
- 5.12 Contractor(s) shall not perform or solicit any type of private tree trimming work on customer's property while actively engaged in performing work for City of Mascoutah under this contract until all work on the circuit is completed.

Section 6.0 Work

- 6.1 Contractor shall perform all Work to the complete satisfaction of the City of Mascoutah and in accordance with all municipal, county, state and other local laws, ordinances, and regulations applicable to Work of this character and nature. All Work performed by the Contractor is subject to inspection and approval by City of Mascoutah. Any Work not meeting the minimums as set forth in these Specifications, or generally accepted line clearance standards, or Work which has been falsely represented in any fashion by Contractor shall be redone by the Contractor at no (zero) cost to the City. Failure by the City of Mascoutah to inspect Contractor's Work shall in no way operate to relieve Contractor from any obligations, liabilities, or responsibilities in connection with this Contract.
- 6.2 Contractor agrees to provide adequate notice and if possible, obtain consent, for the necessary Work from the property owner or public authorities having ownership or control over each tree to be trimmed or removed and/or all property to be cleared or sprayed. Contractor shall discuss with the property owner the type of Work to be performed, identifying any and all trees that need to be trimmed or removed, the disposal of logs and/or brush, any areas that need to be sprayed, and the proposed route of all vehicles and equipment traveling over the property owner's property. When property owners cannot be readily contacted, door hangers shall be left to inform them that Contractor was present to trim trees. Hangers shall contain information as Company Name, Address, Phone Number, etc. Whenever permission to do any Work cannot be obtained, such shall be promptly reported to the City of Mascoutah.
- 6.3 Contractor shall certify that complaints of any nature received from property owners or public authorities resulting from this Work will receive immediate attention and that all efforts will be made to affect a prompt adjustment. If any damage is done to the property of others by Contractor's workforce, Contractor shall repair and restore at its sole expense any such property and correct any damage inflicted thereto, all to the complete satisfaction of the owner(s) of the injured property. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to the City of Mascoutah.
- 6.4 Contractor shall secure all permits and licenses necessary for the prosecution of the Work to be performed and pay all charges and fees required for such permits and licenses.
- 6.5 For lump sum cost per circuit trimming, Contractor(s) shall provide sufficient crews to complete the work in the specified time period. However, the City of Mascoutah expects that after work has begun on trimming of specified circuits, the Contractor's operation will progress on a continued basis with necessary staffing levels to complete the required circuit miles by the end of the term of this contract, which is four months after project start. Project must be completed no later than March 30, 2022. Crew size, crew structure, crew equipment, and the need for any additional crews under this contract will be at the Contractor's sole discretion.

Section 7.0 Right of Way Clearing and Tree Trimming

- 7.1 Right of way clearing and tree trimming shall be performed on single- and three-phase primary lines and all open wire and insulated secondary. Where trimming only is permitted, the lateral pruning method shall be employed. Final trimming and clearing shall provide a minimum of ten (10) feet of unobstructed space to the sides and below City of Mascoutah's conductors, including the system neutral. Overhead clearance of all lines or spans shall be Ground-to-sky, however, trimming above these conductors may be limited, unless otherwise specified, to the maximum reach of the bucket so long as a minimum of 15' overhead clearance is provided. An emphasis will be placed on trimming around power poles for unimpeded access by utility personnel.
- 7.2 Disposal of operation wood residue such as brush, wood, large sections of tree trunks, large limbs, wood chips, and other such products produced or generated by this operation on the City of Mascoutah system shall not obstruct roads, paths, or waterways. Disposal of said residue shall be the sole responsibility of the Contractor and at approved locations. All disposal costs shall be included in the cost submitted on the City of Mascoutah bid. When approved by property owners, logs and brush may be left "wind-rowed" along the outer edges of the right of way. In general, unless otherwise approved by the property owner, the premises of the property owner shall be left as neat as before the Work started. All severed limbs and branches (hangers) shall be removed.
- 7.3 No trash (i.e., lunch sacks), containers, or other non-wood residue shall be deposited and disposed of with chips collected from tree trimming operations.
- 7.4 City of Mascoutah reserves the right to divert an unspecified amount of wood residue, generated from the tree trimming operation, for use by residential, commercial, civic, and community groups in the City of Mascoutah service area.
- 7.5 Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting electric service. If any such damage to wires or interruption of electric service should result, the Contractor shall immediately notify the City of Mascoutah of the location of such trouble.
- 7.6 Vines growing on poles, guy wires, and equipment shall be removed and cut off at ground level and the area surrounding the pole and/or equipment shall be clear of all live climbing growth.
- 7.7 Special effort shall be made to eliminate all tree parts and growth points beneath the wires, and all weak, diseased or dead limbs above the wires which may fall or blow into them. In all cases, Contractor shall secure maximum clearance with good economy and with due regard to the rights and interests of property owners and the public. When normal clearance cannot be obtained because of property owner objections or other factors, special effort shall be made to secure a reasonable amount of temporary clearance and Contractor shall notify the City of Mascoutah of the same.

7.8 Contractor shall attempt to notify the property owner at least two (2) days prior to commencement of trimming work. Approval and/or permission will be sought in connection with the proposed trimming to be done. However, for reasons of safety, service quality, and good economy, trees shall be trimmed to the standards as set forth in these Specifications whether or not the Contractor has been successful in its efforts to make contact with said property owner as set forth herein.

Section 8.0 Work Assignments

8.1 Work may be assigned by City of Mascoutah duly authorized representative, through the Contractor's General Foreman.

8.2 The Contractor shall advise City of Mascoutah daily as to the location of all crews, the progress of the Work assigned, and any problems or unusual occurrences. The Contractor shall keep a written journal of dates, and worksites, including any problems or occurrences. This journal shall be available for inspection immediately upon request by City of Mascoutah representatives. City of Mascoutah will provide the Contractor with necessary copies of the City of Mascoutah's system maps to facilitate routing crews throughout city's service area.

8.3 Contractor shall submit to the City of Mascoutah a progress report at the end of each week containing the following information:

- (a) Each crew's work location and the progress report for each crew
- (b) The quantity and type of each unit cut by each crew

8.4 Reasonable working hours shall be utilized for lump sum cost for circuit work. There shall be no work on Saturday or Sunday and on the City of Mascoutah designated holidays (See Section 11.8) without approval by City of Mascoutah City Manager. In general, the normal workweek for lump sum work should consist of forty (40) productive hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, unless otherwise approved by the City of Mascoutah. The workday shall begin at the designated assembly location and end at the work site. Changes to an established schedule shall be by mutual agreement.

8.5 The City of Mascoutah shall not be charged for time spent on maintenance of equipment, including without limitation fueling of vehicles, oil or antifreeze changes, changing and/or sharpening of chipper blades, and other similar maintenance and repair work. The City of Mascoutah will not render payment for equipment that is incapable of fully performing its intended function. Minor mechanical repairs such as sharpening and adjusting chain saws shall be permitted on City of Mascoutah time.

8.6 The City of Mascoutah will not pay for meals and other incidental items for Contractor's employees.

Section 9.0 Supervision of Work and Workmanship

- 9.1 Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, and procedures.
- 9.2 Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of the City of Mascoutah.
- 9.3 Contractor shall provide and maintain continually on the site of the Work during its progress and until its completion, adequate and competent supervision of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized representative. The General Foreman or other representative of the Contractor, who has charge of the Work thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith.
- 9.4 Whenever the General Foreman is not present on any part of the Work, City of Mascoutah reserves the right to ask questions and receive answers from crew foreman concerning the work in progress, to provide guidance as to our desired results, to submit work tickets, or to remove the crew from this worksite completely.
- 9.5 Contractor shall employ only workers who are competent to perform the Work assigned to them and who are adequately trained and experienced in performing first-class Work of the character and magnitude required by this Contract and expected of reputable Contractor's performing work similar to the Work necessary under this Contract.
- 9.6 Contractor may be required to attend regular progress meetings with the City of Mascoutah to discuss the Work of this Contract, review crew evaluations, receive information as to future work locations for planning purposes and discuss any problems in prosecuting the Work under this Contract.

Section 10.0 Term of Contract

- 10.1 Start-up date to begin trimming must be approved by the utility. Unless terminated at an earlier date, this Contract shall continue in effect until March 30, 2022 at which time the trimming for circuits identified in these specifications shall be completed.
- 10.2 It is expressly understood that either party may terminate this Contract at any time by giving sixty (60) days written notice to the other party. For lump sum work, the City of Mascoutah reserves the right to retain the performance bond as specified in Section 15.2.
- 10.3 Work stoppage for a period of more than three (3) working days shall give the City of Mascoutah the right to immediately terminate the Contract.

Section 11.0 Charges for Labor and Equipment Furnished by the Contractor

- 11.1 Contractor to furnish a crew for work as identified in Section 11.2.
- 11.2 Lump Sum Cost for Circuit Trimming

Trim Circuit #1: Park 15KV Circuit

See attached map.

LUMP SUM COST \$ _____ Estimated Circuit Length: 3,800 feet

- 11.3 All after-hours emergency Work as well as overtime Work shall be invoiced on an hourly basis. No such Work shall be performed without prior authorization from the City of Mascoutah.
- 11.4 Payment for invoices submitted by the Contractor will not be made by the City of Mascoutah when the minimum requirements for labor and equipment as set forth in Section 12.2 and 12.3 herein are not fulfilled.
- 11.5 Contractor shall make its crews available on all of City of Mascoutah’s regular workdays. City of Mascoutah will not compensate Contractor for Work performed by Contractor’s forces on days observed as holidays by City of Mascoutah employees, except in the event of emergency Work authorized by the City of Mascoutah as described herein. Contractor may provide its employees with paid holidays at its sole option and expense. The days currently observed as holidays by the City of Mascoutah employees are as follows:

New Year’s Day
 President’s Day
 Memorial Day

Martin Luther King Jr. Day
 Good Friday
 Fourth of July

Labor Day
Thanksgiving Day
Christmas Day

Veteran's Day
Day after Thanksgiving Day

- 11.6 City of Mascoutah reserves the right throughout the Contract term, in its sole discretion, to request additional crews and equipment at the rates more fully described in Section 11 and 12.

Section 12.0 Payment for Work

- 12.1 The Contractor will be compensated for trimming at the fixed rate(s) designated in the bid. As Contractor trims the circuit, estimates will be made on the amount of circuit that has been completed and City of Mascoutah will issue a release for payment upon receipt of an original invoice. Contractor shall submit monthly to City of Mascoutah at 3 W. Main Street, Mascoutah, Illinois 62258, an original invoice of amounts due herein together with such substantiating data as may be required by the City of Mascoutah. This invoice shall be submitted to City of Mascoutah within five (5) days following the last day of each calendar month. City of Mascoutah will not execute payment from faxed invoices.
- 12.2 Contractor(s) shall keep accurate records of its compensation at its principal office which will be available for audit by City of Mascoutah during regular office hours.
- 12.3 Payments due will be made in full by City of Mascoutah to Contractor within fifteen (15) days from receipt and approval of said invoice. If such payment is not approved, City of Mascoutah shall notify the Contractor of the reason or reasons for such non-payment within fifteen (15) days from receipt of invoice.
- 12.4 Contractor acknowledges that the City of Mascoutah is exempt from sales or use taxes as a municipality. If use of such material subjects the Contractor to any use, sales, or similar taxes, the Contractor shall be responsible for the payment of any and all such taxes, as well as any and all other taxes to which the Contractor may be subject by reason of the proposed Work for City of Mascoutah; and the Contractor shall have no right or claim against City of Mascoutah for reimbursement by reason of any such taxes.

Section 13.0 Indemnification

- 13.1 Contractor will indemnify and hold harmless the City of Mascoutah and its directors, officers, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses, and expenses, including but not limited to attorney's fees through appeals for property damages, personal injuries, including injuries to Contractor's employees, and all other losses and damages which may arise or result from the acts of the Contractor or the Contractor's employees incident to the performance of this Contract, even though City of Mascoutah may be chargeable with some negligence in connection therewith; provided, however, this indemnity agreement shall not apply to damages caused solely by the negligence of the City of Mascoutah.

Section 14.0 Insurance

14.1 Before commencing any Work, the Contractor shall procure, maintain, and provide at its own expense, during the term of the Contract, a certificate of insurance to City of Mascoutah of the required insurance coverage stated in this Section 14 from insurance companies duly authorized to do business in Illinois that are acceptable to City of Mascoutah, and shall name City of Mascoutah, its officers, directors, and employees, as additional insureds. The certificate of insurance shall require thirty (30) days prior written notice to City of Mascoutah of cancellation, modification, or expiration of the insurance. Contractor shall attach as Appendix "B" to these Contract Documents said certificate of insurance.

14.2 Contractor's Insurance Requirements shall be as follows:

(a) Worker's Compensation and Employer's Liability for every worker employed in connection with the Work under the Contract and as provided for in each and every statute applicable to Worker's Compensation. The Employer's Liability limit shall be as required by the excess liability insurer for the maintenance of coverage.

(b) Comprehensive or Commercial General Liability and Excess or Umbrella Liability including insurance covering Work under the Contract with total coverage limits as follows:

The limits provided for Bodily Injury, Property Damage, Personal Injury, and Employer's Liability shall be \$1,000,000 and shall be unimpaired as respects any general aggregates that may apply to the insurance policy. The following coverage is to be provided:

- (1) Contractual Liability to cover the liability assumed by the Contractor under this Contract.
- (2) Broad Form Property Damage including completed operations.
- (3) Personal Injury Liability, covering hazard groups listed in Sections (a), (b) and (c), or the equivalent.

(c) Business Automobile Liability and Excess or Umbrella Liability with total coverage limits for Bodily Injury or Property Damage of \$1,000,000 and with Umbrella or Excess Liability coverage of \$3,000,000.

The Business Automobile Liability and Excess or Umbrella Liability insurance is to apply to all owned, non-owned, rented, borrowed or hired automobiles or other motor driven vehicles to be used by the Contractor in the furtherance of the Work.

(d) All policies shall provide City of Mascoutah with no less than thirty (30) days notice of cancellation, modification, or expiration.

(e) All policies of insurance referred to herein shall be written on an occurrence basis, unless otherwise agreed by City of Mascoutah in writing.

Section 15.0 Performance & Bid Bonds

15.1 Each Bid must be accompanied by Bid security made payable to City of Mascoutah in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a Bid Bond. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required surety bond, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, City of Mascoutah may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of other Bidders may be retained by City of Mascoutah for a period not to exceed 45 days at which time Bid security furnished by such Bidders will be returned.

Section 16.0 Contractor's License Certification

16.1 Contractor shall furnish a State of Illinois Contractor's License as required by Illinois Code, certifying that he or she is a licensed contractor, in the form below:

"We, _____ (herein called the Contractor)

of _____ County, and of _____ State, a corporation,

hereby certify that we alone possess a current Illinois License bearing the number _____

_____, dated _____, with an expiration

date of _____, and monetary limits of _____, and that said

license covers the classification of work under these specifications on

which a bid is being submitted."

Contractor: _____

By: _____

Section 17.0 Bidder's Statement

- 17.1 Bidder hereby acknowledges that the Work that he or she has done is of a nature similar in type and size to that contemplated in this bid, the Bidder agrees to comply with all stipulations, conditions, and requirements described herein, and further agrees not to challenge or dispute or make any claim against City of Mascoutah pertaining to any and all decisions made by the City of Mascoutah with regard to the awarding of this Contract.
- 17.2 The full names and addresses of all persons and parties interested in the foregoing bid as principals are as follows:

Names

Addresses

Name of Bidder: _____

Authorized Signature: _____

Business Address of Bidder:

Business Telephone Number: _____

Date at _____ on the _____ day of _____, 20__.

AGREEMENT

**Power Line Right of Way Clearance
and
Tree Trimming**

This AGREEMENT, made and entered into November 8, 2022, by and between _____ (hereinafter called the "Contractor"), and the City of Mascoutah, a municipal corporation, which agency is authorized to contract in its own name.

WITNESSETH:

Contractor and City of Mascoutah, for and in consideration of their respective agreements contained herein, hereby mutually agree as follows:

1.0 The Contract Documents

Contractor, at its own expense, shall do all work and furnish all materials, equipment, tools and labor to complete in a good and workmanlike manner the following:

Electric power line right of way clearance and tree trimming, all per City of Mascoutah's Specifications for Power Line Right of Way Clearance and Tree Trimming dated October 4, 2022 (hereinafter referred to as "Specifications") and associated contract documents (hereinafter sometimes called the "Contract Work"). The Contract Work shall be done in accordance with this Agreement and in accordance with the following documents (all of which, including this Agreement, are hereinafter sometimes referred to as the "Contract Documents"):

This Agreement, Bid documents and all exhibits thereto, Contractor's Qualifications Form, Specifications, insurance requirements, performance bond, and Contractor's license certification, which shall form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein verbatim.

Based on the results of a sealed bid opening on October 25, 2022, the value of this contract is \$_____. This amount was approved by the City Council on November 7, 2022 and properly recorded in the meeting minutes.

The Contract Documents represent the entire agreement between the parties and supersede all prior representations, negotiations, and agreements, whether written or oral. All work performed by Contractor shall be subject to inspection by City of Mascoutah, and in the discretion of City of Mascoutah, a reasonable amount will be withheld for work not complying with the Contract Documents until deficiencies are corrected.

2.0 The Work of the Contract

Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3.0 Date of Commencement and Substantial Completion

The date of commencement shall be on or after November 15, 2022 unless otherwise authorized by City of Mascoutah. The term of the Contract shall be as indicated in the Specifications, Section 10.1.

4.0 Payments

City of Mascoutah shall pay Contractor in current funds for the Contractor's performance of the Contract as defined in the Specifications, Section 12.0, subject to additions and deductions as provided for in the Contract Documents. The charges as set forth herein shall cover in full all compensation claimed by Contractor arising from Contractor's performance of this work authorized under this Agreement. No further compensation will be paid by the City of Mascoutah unless authorized in writing by the City Manager of the City of Mascoutah.

5.0 General Conditions

5.01 Contractor shall comply with all state, federal and local laws (including but not limited to the Occupational Health and Safety Act) which govern the work. The Contractor shall have and maintain in force at all times, and upon request shall furnish to the City of Mascoutah proof that he or she has, all licenses which are required to do the work.

5.02 Contractor will be required to pay not less than the prevailing rates of wages as determined in accordance with the Illinois Prevailing Wage Law to all workers employed in the work to fulfill this Contract. Certified payroll is required to be maintained by Contractor and be available for inspection by City of Mascoutah at request.

5.03 Contractor shall not commence work under the Contract until the insurance described in Section 14.0 of the Specifications is in force and a certificate showing proof of such insurance has been delivered to the City of Mascoutah.

5.04 Should the Contractor:

- (a) fail or refuse to begin or, once begun, to diligently proceed with the work after notice by City of Mascoutah to proceed; or
- (b) violate any provision of the Contract; or
- (c) allow any official or employee of the City of Mascoutah at any time to become directly or indirectly interested in the Contract through furnishing supplies or performing work hereunder;

then, in any of such events, City of Mascoutah may immediately take one or more of the

following actions: (i) cancel the Contract; (ii) require the Contractor to discontinue the work immediately; (iii) sue the Contractor for damages suffered by the City of Mascoutah, including consequential damages, and (iv) seek and obtain whatever equitable relief by way of injunction or specific performance that may be available. Seeking any one or more of the above remedies will not be a waiver of any other remedy available to the City of Mascoutah. The Contractor shall pay the cost and expense of the City of Mascoutah enforcement of its rights hereunder, including but not limited to reasonable attorney's fees.

- 5.05 Contractor shall be solely responsible for and shall have control over the means, methods, techniques and procedures for doing the work. The Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of the City of Mascoutah.
- 5.06 The obligations of the City of Mascoutah hereunder are payable solely from the revenues of the City of Mascoutah.
- 5.07 Contractor shall indemnify and hold harmless the City of Mascoutah and its directors, officers, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses and expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of the work, provided that any such claim, demand, cause of action, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 5.08 Contractor is responsible for any and all tax liabilities which may be imposed under the State of Illinois, Department of Revenue Sales and Use Tax Laws.
- 5.09 The Contract shall be binding upon and shall inure to the benefit of the City of Mascoutah and the Contractor and each of their respective heirs, successors and assigns. The Contractor may not assign the Contract or subcontract any part of the work. No amendment, modification or interpretation of this Contract by the City of Mascoutah shall be effective unless the same is in writing and signed by a duly authorized representative of the City of Mascoutah.
- 5.10 Any notices required to be provided under this Agreement shall be in writing and shall be deemed properly given (a) when delivered in person or (b) when forwarded by a nationally recognized overnight courier service or certified mail, return receipt requested, to

City of Mascoutah
Attn: City Clerk
3 West Main Street
Mascoutah, Illinois 62258

or if to Contractor:

Name of Contractor: _____
Attn: _____
Street Address: _____
City, State, Zip Code: _____

The designation of the person to be so notified or the address of such person may be changed at any time and from time to time by either party by similar notice.

5.11 This Agreement constitutes the final, complete, and entire understanding and obligations of the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the parties with respect to the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, as of the day and year first above written, each party hereto retaining an executed copy hereof.

ATTEST:

CONTRACTOR:

By _____

(TITLE)

(TITLE)

ATTEST:

CITY OF MASCOUTAH

By _____

By _____

City Clerk

City Manager

EXCEPTIONS

Any and all exceptions that Bidder takes to the attached Specifications and Contract Documents shall be listed below (or attached hereto) even though the exceptions may be covered elsewhere in the bid materials. Bidder shall indicate to which items the exceptions apply or indicate no exceptions.

OTHER
INFORMATION

Other information requested by this Bid Specification, where space has not been provided elsewhere in these documents, shall be indicated below or attached hereto. Also, any additional information the Bidder feels pertinent to the awarding of the Contract shall be listed in this section.

ADDENDA

All Addenda are incorporated, by reference, into the Contract. Failure of any Bidder to receive any Addenda shall not relieve the Bidder of any obligation with respect to his or her bid. All Addenda and modifications to the Contract Documents shall be inserted and indexed numerically in this location behind this page and herein below listed and further coordinated as instructed in each Addendum.

APPENDIX A

Bidder's Answers to Qualifications' Questions– To be attached by Contractor

(Not required if Bidder has already been pre-qualified)

APPENDIX B

Certificate of Insurance – To be attached by Contractor

MAP – Park 15KV Circuit

