

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

INVITATION FOR BIDS

Sealed bids from qualifying licensed contractors will be accepted and publicly read on **October 30, 2023 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 Rt 4 and South Railway 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.

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.

- 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;

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.

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, 2024. Crew size, crew structure, crew equipment, and the need for any additional crews under this contract will be at the Contractor's sole discretion.

- 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 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, 2024 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: Route 4 Double Circuit
Trim Circuit #2: South Railway Easement

See attached map.

LUMP SUM COST \$ _____ Estimated Circuit Length: 5,544 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

Martin Luther King Jr. Day
Good Friday

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 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__.

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 14, 2023 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

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

OTHER
INFORMATION

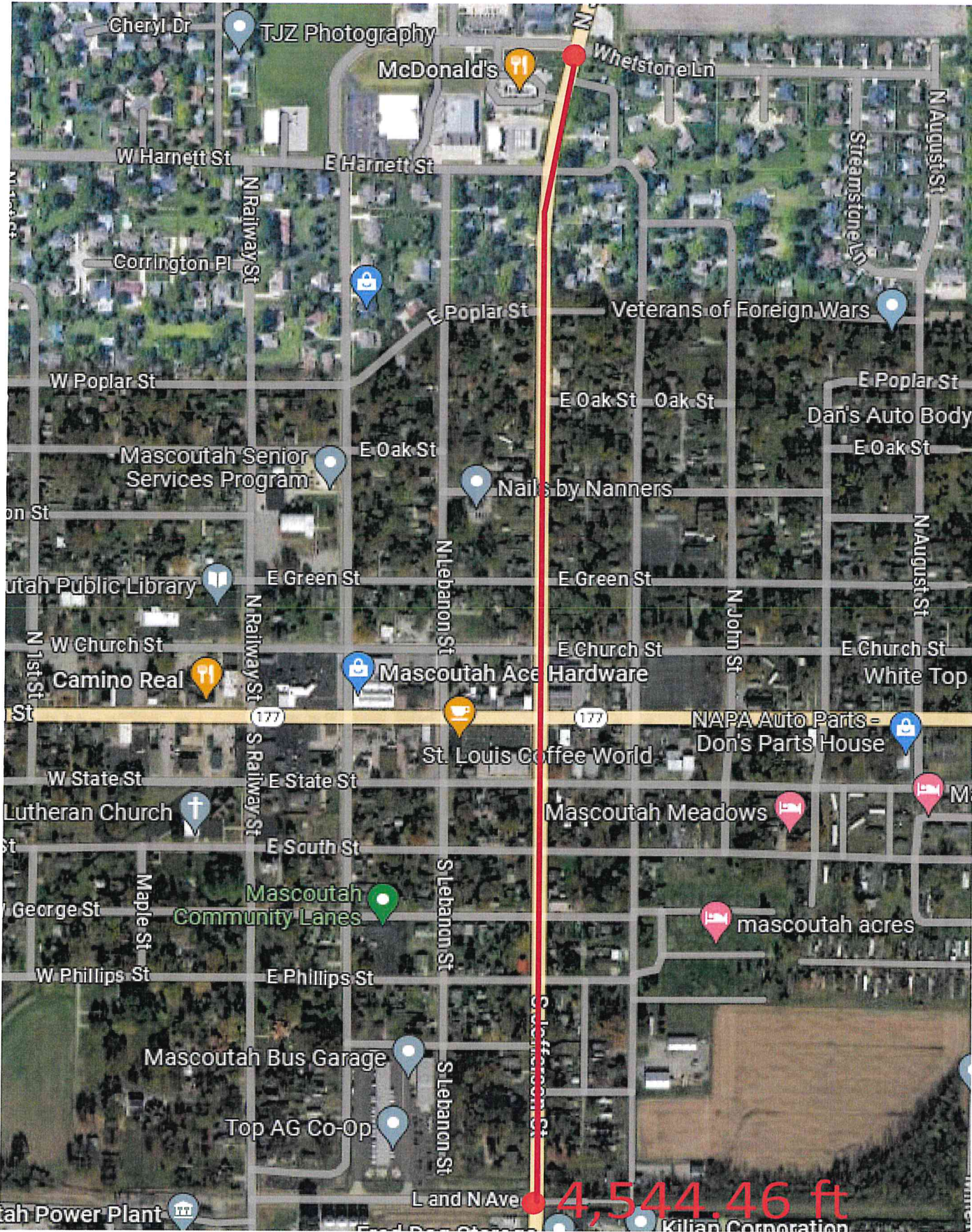
Other information requested by this Bid Specification, where space has not been provided elsewhere in these documents, shall be indicated below or attached hereto. Also, any additional information the Bidder feels pertinent to the awarding of the Contract shall be listed in this section.

APPENDIX A

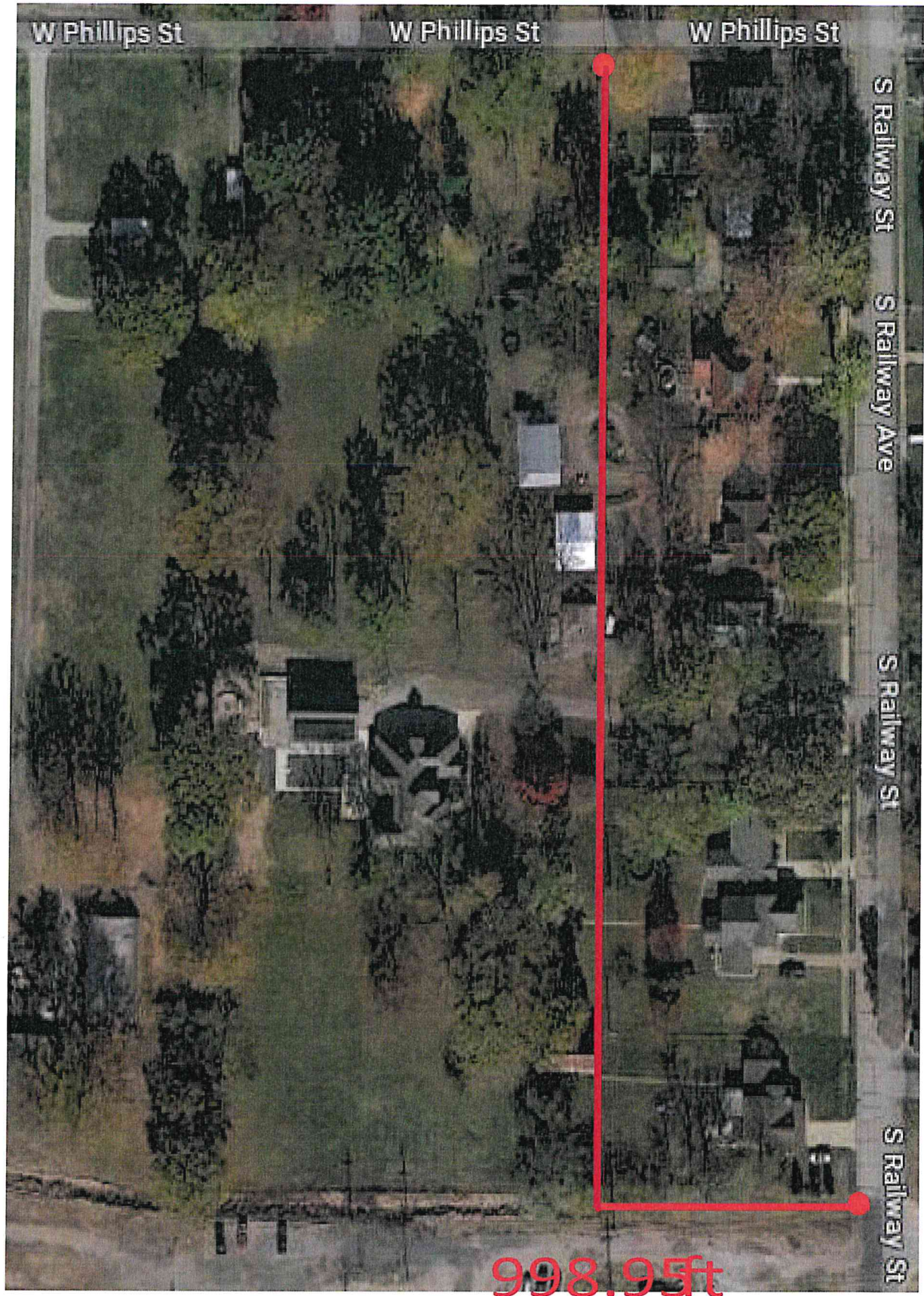
Bidder's Answers to Qualifications' Questions– To be attached by Contractor

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

Route 4 Double Circuit



South Railway Circuit



156.866