

INVITATION TO BID

Request for Proposal – Line Clearing and Tree Trimming Services

Sealed bids will be received by the City of Escanaba at the office of the City Clerk, on or before **2:00 p.m. - local time - on January 3, 2024**. The bids will be publicly opened and read in the City Clerk's Office at said time and date.

Bidder's proposals and/or specifications may be obtained from the office of the City Clerk, located at 410 Ludington Street, Escanaba, Michigan 49829. No bid will be considered unless the proposal is enclosed in a sealed envelope marked:

Request for Proposal – Line Clearing and Tree Trimming

In addition, the City of Escanaba, Michigan, will not consider any proposal which has not been received prior to the published time, date, and year of bid opening. FAX transmittals will not be accepted.

The City of Escanaba, Michigan, reserves the right to reject any or all bids, or any part thereof, at its discretion and to waive any irregularities in the bidding. The City of Escanaba, Michigan, may also split bids at its discretion. The City further reserves the right to negotiate directly with any and all bidders concerning any matter related to any bid.

All City of Escanaba, Michigan, bids are prepared so as to afford all vendors the equal opportunity for fair and equitable competition. The City of Escanaba, Michigan, assumes no liability or responsibility for any errors or oversights in the preparation and/or publication of bids.

Any questions concerning this bid should be directed to the City of Escanaba Electric Utility Director, Gerald Pirkola at (906) 786-0061 or gpirkola@escanaba.org.

Instructions to Bidders

1. Scope of the Bid

- 1.1 The City of Escanaba, Michigan invites bids for **Line Clearing and Tree Trimming Services** hereto referred as "**Work**". The Work is specified in greater detail later in this document.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to both local and national (United States of America) bidders.
- 2.2 All City of Escanaba, Michigan bids are prepared to afford all vendors the equal opportunity for fair and equitable competition.
- 2.3 Bidders must submit, as an integral part of their Official Bid, any and all applicable required documents or forms contained within the bid request.
- 2.4 The City of Escanaba, Michigan reserves the right to ask the Bidders to submit additional documents to enable The City of Escanaba, Michigan to fully evaluate the eligibility of the bidder.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1 The City of Escanaba, Michigan requires that all bidders, manufacturers, contractors, or distributors observe the highest standard of ethics during procurement and execution of all contracts. The City of Escanaba, Michigan shall reject any Bids put forward by Bidders or, where applicable, terminate their contract if it is determined that they have engaged in corrupt, fraudulent, collusive, or coercive practices. In pursuance of this document, the City of Escanaba, Michigan, defines, for the purposes of this provision, the terms set forth below as follows:
- a. "corrupt practice" means the offering, giving, receiving, or soliciting directly or indirectly any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - b. "fraudulent practice" is any acts or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid obligation;
 - c. "collusive practice" is an undisclosed arrangement between two or more Bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or benefit;
 - d. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or after the execution of a contract.
- 3.2 The City of Escanaba, Michigan will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.

4. Content of the Bidding Document

- 4.1 The following documents shall comprise the Official Bidding Documents (hereinafter referred to as the "Documents")
- a. Invitation to Bid
 - b. Instructions to Bidders
 - c. Work Specifications
 - d. Technical Specifications
 - e. Bid Form & Official Bid Template

- 4.2 Bidders are expected to fully read and examine the contents of all the documents comprising the Official Bidding Documents and must fully comply with all the requirements set forth in the Documents. The City of Escanaba, Michigan reserves the right to reject any or all bids that do not comply with any provision in the “Documents”.

5. Clarification of the Bidding Documents

- 5.1 All clarification regarding any provision/item in the bidding document should be sent by e-mail to cityelectric@escanaba.org. The City of Escanaba, Michigan will respond by e-mail or phone to requests for clarification received not later than 2 days before the deadline of the submission to bids. The City of Escanaba, Michigan may circulate to all bidders, the questions/clarification request and its answers. Additionally, Bidders should include contact email addresses in the event that the City of Escanaba wishes to release additional details to clarify the Bidding Documents further.

6. Amendments to the Bidding Documents

- 6.1 At any time prior to the deadline for submission of bids, the City of Escanaba, Michigan, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 6.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding to them.
- 6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the City of Escanaba, Michigan, at its discretion, may extend the deadline for the submission of bids.

7. Cost of the Bidding

- 7.1 Bidders shall bear all costs associated with the preparation and submission of their bid. The City of Escanaba, Michigan shall not bear any responsibility and shall not be held liable for any cost the Bidders may incur while preparing their bid, regardless of the final outcome of the bidding process.

8. Period of Validity of the Bids

- 8.1 Bids shall remain valid for a period of at least 30 days from the date of bid opening prescribed in this document. The City of Escanaba, Michigan reserves the right to reject any or all bids that do not comply with this requirement.
- 8.2 In exceptional circumstances, prior to expiry of the bid validity, the City of Escanaba, Michigan may request that the bidders extend the period of validity for a specified additional period of 15 days. The request and the bidders’ responses shall be made via e-mail or in writing.

9. Submission of the Bids & Use of Official Bid Template

- 9.1 Bidders shall be provided with a hard copy of the Official Bid Template of this project. Additionally, a soft copy will be made available on the City of Escanaba website, www.escanaba.org. Bidders should use the Official Bid Template when preparing their bids in order to avoid errors or miscalculations.
- 9.2 Bidders should submit their official bids using the official bid template, and must be signed by their authorized representative or stamped by the company's official seal. Additional submission information shall be included as an attachment to the Documents.

10. Clarification of the Bids

- 10.1 During the evaluation of the bids, the City of Escanaba, Michigan may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing or e-mail.
- 10.2 Any effort by a bidder to influence the City of Escanaba, Michigan in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

11. Bids Evaluation

- 11.1 The City of Escanaba, Michigan shall conduct a technical evaluation of the bids received.
- 11.2 Bids shall be evaluated using the following factors:
- Prices offered
 - Schedule
 - Payment Terms
 - Technical Compliance of the Work
 - Verification that the contractor meets the Safety Requirements to perform utility line clearance tree trimming
- 11.3 The City of Escanaba, Michigan reserves the right to accept or reject any or all bids, and to annul the bidding process any time prior to contract award, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the City of Escanaba, Michigan's action.

12. Notification of Award and Performance Guarantee

- 12.1 The City of Escanaba, Michigan shall contact winning Bidder via phone and e-mail which will serve as the confirmation for the Bidder to start working on fulfilling his contractual obligation under the agreement.
- 12.2 The winning Bidder may be required to provide the City of Escanaba, Michigan a performance security/bond. The details of any bond are included with the Documents of the Bid. The City of Escanaba, Michigan reserves the right to reject the Bid in the case that the Bidder fails to submit the required performance security/bond.

13. Purchaser's Right to Alter the Quantity of the Requirement

- 13.1 The City of Escanaba, Michigan reserves the right at any time of the time of contract award, to increase or decrease the quantity of materials in the bid.

Work Specifications

The purpose of these specifications is to provide requirements for the trimming and removal of trees and brush in close proximity to energized distribution power lines owned by the City of Escanaba, located on both public right-of-way and private property. All work performed by the Contractor is subject to inspection and approval by the City of Escanaba Electric Department. The contractor will be responsible for all damages to private property.

We are requesting hourly rates for this bid. These prices are to be all-inclusive and include supervisory costs. Further detail pertaining to the Contractor's responsibilities and scope of Work are contained in the Technical Specifications section and attached appendices.

Safety Requirements

The Contractor shall comply with all pertinent federal, state, and local laws, rules, and regulations regarding work performed for the City of Escanaba. All lifts and other equipment used near energized lines must have passed a dielectric test within the previous 12 months of work being performed. All tools used near energized lines must be insulated. The Contractor's employees must be certified, qualified, and trained to perform Utility Line Clearance Tree Trimming. The City of Escanaba may ask for proof of recent dielectric tests and employee certifications.

The Contractor must notify the City of Escanaba Electric Department immediately of any and all contacts with primary conductors so that the Utility can inspect for any damage that could potentially lead to problems in the future.

Technical Specifications

The Work shall include furnishing of all labor, materials, and construction equipment necessary for the following details unless otherwise noted.

In general, the Contractor is to trim or remove (if possible) only tall growing tree species, unless otherwise specified in the defined areas. Shrubs and low growing trees or dwarf tree species should not be cut. Most fruit trees, mountain ash, etc., are examples of tree species that are exempt from cutting. Viburnum, sumac, dogwood, autumn olive, thorn apple, etc., are examples of shrubs which should not be cut.

All tall growing trees and brush shall be cut or trimmed to give a ten (10) foot minimum clearance from all primary wires on three phase, two phase, and single phase circuits, 20' above primary circuits, and a 7' minimum clearance from secondary wires. Trimming shall eliminate any growth that is capable of hanging down and contacting the primary conductor for several years' growth. The stumps of all trees cut down shall be cut flush with the surrounding ground. For some defined areas, increased minimum clearances may be defined.

All danger trees and dead limbs which jeopardize primary conductors shall be removed, irrespective of their location to the ROW.

All trimming shall utilize drop crotch pruning techniques. Furthermore, directional pruning shall be used to the maximum extent possible.

The Contractor shall provide all necessary signage as required for working along the roadways. The Contractor must supply all workers with the required PPE. The Contractor is responsible for the removal of all debris on their worksite.

All brush, wood, and chips shall be removed from the ROW and hauled to the compost site adjacent to the Delta County Landfill. All marketable wood must be left for the property owner. All marketable wood left for the property owner shall be cut into 100" lengths and piled neatly along the edge of the ROW. If the property owner instructs the Contractor to remove marketable wood, the Contractor shall remove it. If the Contractor is able to secure an alternate site for brush, wood, and chip disposal, that is also acceptable.

Special Work Considerations

All clearing work is to take place between the hours of 7:30am and 4:00pm on weekdays that are not recognized as holidays, unless other arrangements are approved by the City of Escanaba Electric Department.

The breaker feeding the circuit being worked on must be set to "one-shot" before work is started each day. The breaker must be set back to "normal" at the end of each workday. The person who knows the location and work schedule of the Contractor's crews needs to report work location daily to the City of Escanaba Electric Department and be readily accessible by phone, radio, or pager.

The Contractor may be asked to supply a list of references with contact names and phone numbers. This list must be for work performed specifically for line clearance tree trimming on or near energized power lines.

The City of Escanaba reserves the right to reject any and all equipment owned by the contractor. The City of Escanaba reserves the right to terminate the contract at any time for unsafe work practices.

Notifications

In an effort to minimize adverse reaction from City of Escanaba Electric Department's customers and other property owners, an effort shall be made to notify every property owner in person, by phone, or by mail before clearing work is started on their property. Notification shall provide sufficient detail regarding the nature and extent of the work to be done on their property. In the event that the owner reaction to the intended work will not permit these

specifications to be followed, the Contractor is to notify the City of Escanaba Electric Department before doing any work on that property.

Upon request, the City of Escanaba will provide to the Contractor a list of all active customers with phone numbers and addresses on the circuits to be worked on. The Contractor shall maintain sufficient records to be able to document date of contact, means of contact, and person contacted. The Contractor must also document those properties where the owners could not be located or contacted.

In addition to the above, a crew representative shall attempt to announce their presence just before starting work when working in yard areas.

Schedule

The Contractor shall be expected to commence Work on or after January 15, 2024 or as directed by the City of Escanaba. The latest anticipated completion date for the work is June 28th, 2024, and no additional work shall occur beyond that date unless authorized by the City of Escanaba.

Requirements Prior to Start of Construction

The Contractor must meet certain requirements set by the City of Escanaba before starting any part of the Work outlined in this Document. These requirements include but are not limited to employee certifications, lift truck dielectric testing, and insurance. Please see Appendix A: Insurance for the necessary forms and/or procedures to meet the requirements for this Work.

Please contact the City of Escanaba Electric Department with any questions pertaining to this bid:

**Gerald Pirkola, Electric Utility Director
City of Escanaba Electric Department
1711 Sheridan Rd.
Escanaba, MI 49829**

**Office: 906-786-0061
Email: gpirkola@escanaba.org**

Official Bidder's Proposal

Date: _____

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish all labor, materials, and construction equipment necessary for completion of contracted Work in accordance with the attached minimum specifications, which are part of this proposal, at the following price(s):

LUMP SUM FOR DEFINED LOCATIONS

See Location Maps and Work Descriptions in Appendix B

Location 1: 3rd Avenue North & North 30th Street

Location 1 Bid: \$ _____

Location 2: North of Danforth Rd near RR tracks

Location 2 Bid: \$ _____

Location 3: College Avenue

Location 3 Bid: \$ _____

Location 4: 14th Ave S West of M-35

Location 4 Bid: \$ _____

Hourly Rates for Trimming

Two (2) man crew with 55' working height bucket truck, chipper, pickup truck, and all necessary equipment on the job, including, but not limited to: signage, ropes, climbing equipment, saws, fuels, lube, etc.

Hourly Rates for Trimming Bid: \$ _____

Soonest Available Start Date: _____

SUBMITTED BY:

COMPANY: _____

ADDRESS: _____

NAME (PRINT): _____

SIGNED: _____

TITLE: _____

PHONE: _____

Appendix A: Insurance

The selected contractor shall provide the City of Escanaba with the following evidence of insurance before the commencement of the work:

Workers Compensation

Coverage A	Statutory – Michigan
Coverage B	\$100,000

Comprehensive General Liability

Bodily Injury	\$1,000,000 Combined Single Limits (minimum)
Property Damage	\$1,000,000 Combined Single Limits (minimum)

Comprehensive Auto Liability

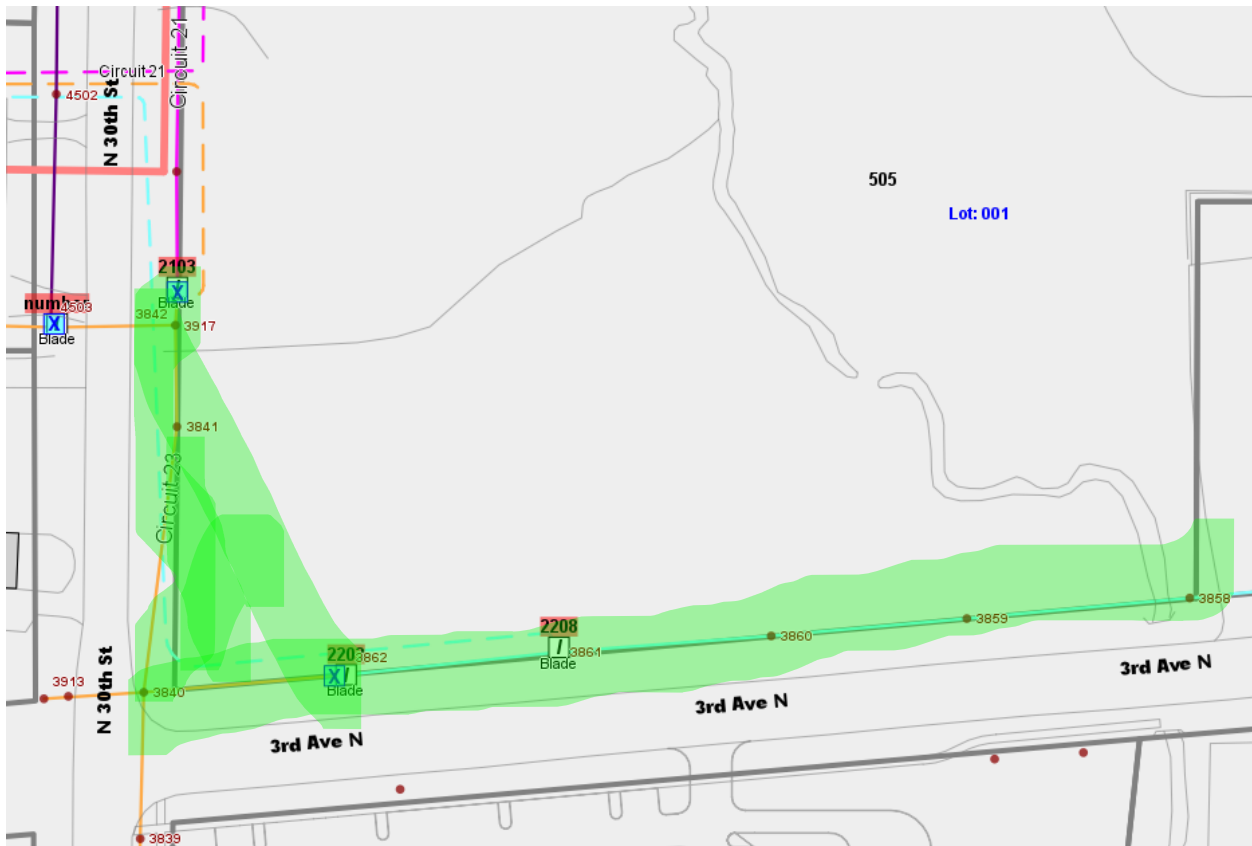
Auto Liability	\$1,000,000 Combined Single Limits (minimum)
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The City of Escanaba shall be named as “additional insured” on all certificates. All policies affording coverage under the insurance requirements shall further be endorsed to provide a ten (10) day notice to be delivered to the City of Escanaba before any coverage is either reduced or cancelled.

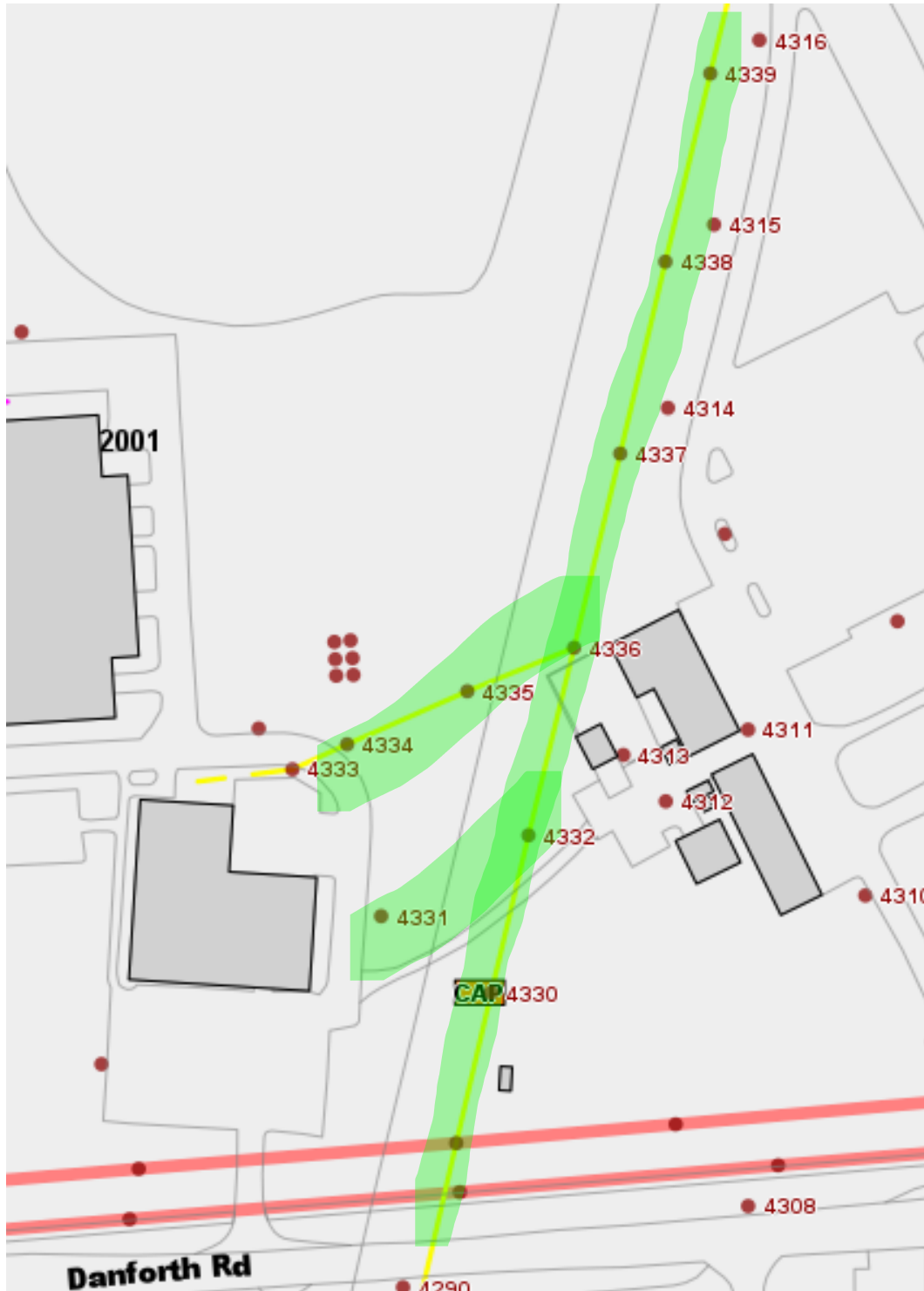
The Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the contract price as security for the faithful performance and payment of all Contractor’s obligations under the contract. These bonds shall remain in effect at least until 6 months after the final payment.

Appendix B: Location Descriptions

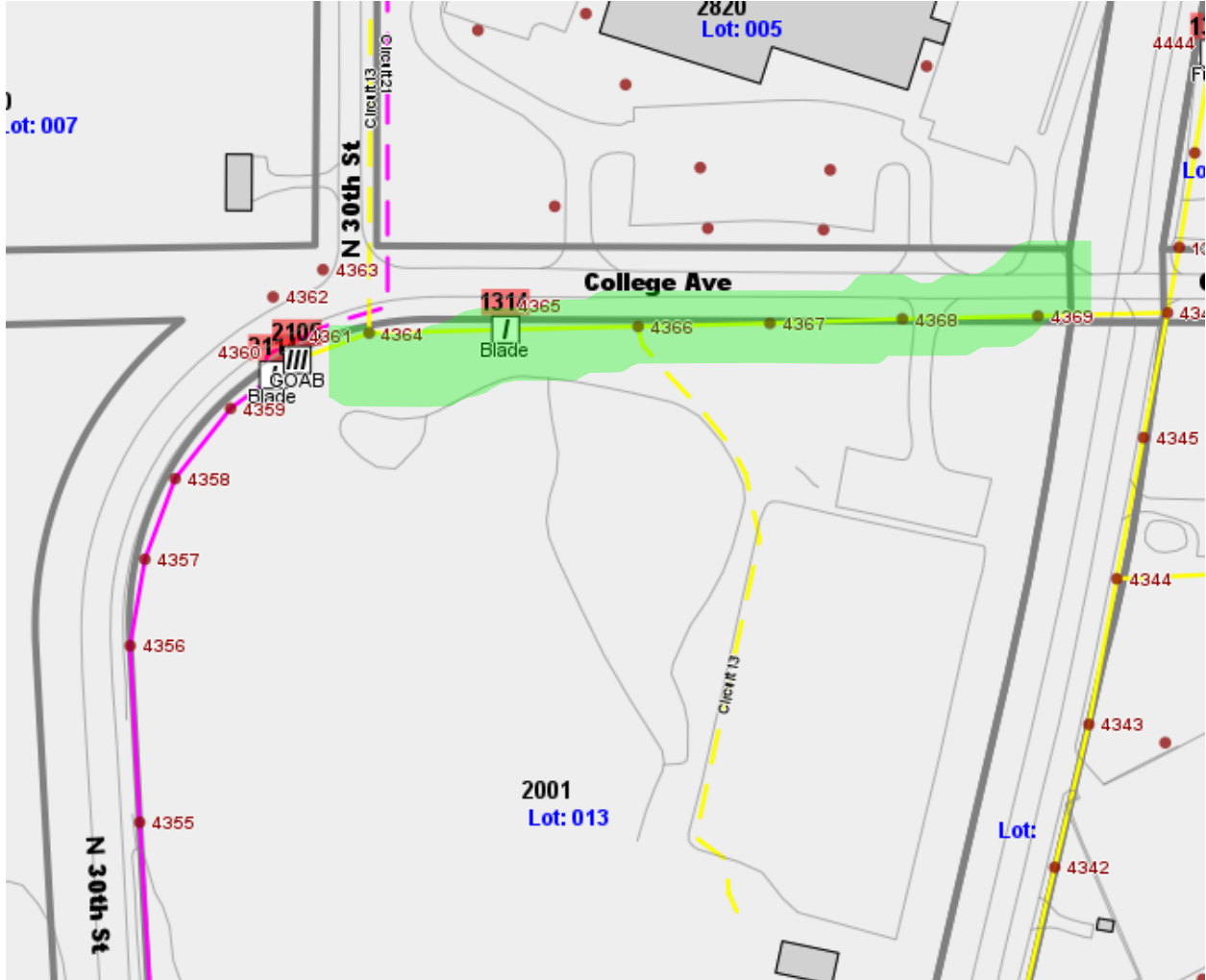
Location 1: 3rd Ave N & N 30th St - Three phase line on the east side of N 30th from Pole #3917 heading south to the intersection with 3rd Ave N, then east to Pole #3858 near Gerber Collision west driveway. Remove all trees, limbs, saplings, and brush ground to sky **within 15 feet of the centerline of the power line**, plus the standard aerial 10-foot line clearance as defined in the Technical Specifications. The area is to include a triangle made between Pole #3917, #3840, and #3862 as shown highlighted in green on the map below.



Location 2: North of Danforth Rd near RR tracks – Three phase line north of Danforth Rd and east of the RR Tracks, beginning at Danforth Rd north to Pole #4339, including the tap from Pole #4336 to Pole #4334 and from Pole #4332 to Pole #4331. Remove all trees, limbs, saplings, and brush ground to sky **within 20 feet of the centerline of the power line**, plus the standard aerial 10-foot line clearance as defined in the Technical Specifications. Area highlighted in green.



Location 3: College Avenue – Three phase line south of College Avenue from Pole #4364 near the intersection of N 30th St heading east to Pole #4369. Remove all trees, limbs, saplings, and brush ground to sky **within 15 feet of the centerline of the power line**, plus the standard aerial 10-foot line clearance as defined in the Technical Specifications. Area highlighted in green.



Location 3: 14th Ave S West of M-35 – Three phase line south of 14th Ave S & West of Highway M-35 from Pole #3376 to the UP Cap parking lot west of Pole #3378. Remove all trees, limbs, saplings, and brush ground to sky **within 20 feet of the centerline of the power line**, plus the standard aerial 10-foot line clearance as defined in the Technical Specifications. Area highlighted in green.

