



COVER PAGE

Bid Proposal #2487

ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE

Sealed bids and electronic submitted bids for the above will be received until **10:00 AM CDT, Tuesday, July 23, 2024**, and publicly opened in the City of Alexandria Council Chambers or Council Committee Room.

Please file bid by one of the following means:

Hand-Delivered or Express Delivery:

**Attention: Donna Jones, City Clerk
City of Alexandria - City Hall
915 Third Street, First Floor
Alexandria, LA 71301
Phone: 318-449-5090**

Mailed via USPS:

**Attention: Donna Jones, City Clerk
City of Alexandria - City Hall
PO Box 71
Alexandria, LA 71309-0071**

Electronic Bid Submission: Central Bidding

Pursuant to Louisiana R.S. 38:2212 B.(6)(a) through E. (1-7) and R.S. 38:2212.1 B.(4)(a), vendors/contractors have the option to submit their bids and bid bonds electronically. Bids and bonds to be filed electronically shall be posted with **Central Bidding** at www.centralauctionhouse.com (phone 1-225-810-4814). Registration will need to be completed prior to posting of bid.

Complete bid specifications are available for viewing and downloading at the City of Alexandria's website www.cityofalexandrialala.com ; on the left hand side of the opening page, go to the heading "Business" then drop down to "RFP/RFQ/Bids"; the current bids will be listed for your convenience.

City of Alexandria Buyer Name: Joann Swain, Senior Buyer
Phone Number: (318) 441-6182
Fax Number: (318) 619-3412
E-Mail Address: joann.swain@cityofalex.com



Wilma Kelly
Purchasing Manager

City of Alexandria
Purchasing Department
P.O. Box 71
Alexandria, Louisiana
71309-0071



Office: (318) 441-6180
Fax: (318) 441-6185

Sealed bids will be received until **10:00 AM CDT, Tuesday, July 23, 2024**, and publicly opened in the Council Chambers or Council Committee Room.

City of Alexandria Bid #2487
Page: 1 of 15
Date Specifications Prepared: May 28, 2024

Bid Bond Requirements: A bid bond or check for N/A% of the total amount of bid.

Performance Bond Requirements: In the event bid is accepted, a performance bond shall be required in the amount of N/A%.

Please file bid with the following:

Donna Jones, City Clerk
City of Alexandria - City Hall
915 Third Street
P.O. Box 71
Alexandria, LA 71309-0071
Phone: 318-449-5047

INTRODUCTION

ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE

(State of Louisiana Licensing Board Job Classification: Tree Planting, Surgery, and Trimming Brush Control; valid and current Utility Arborist License issued by the Sate of Louisiana, Department of Agriculture & Forestry, Louisiana Horticulture Commission)

It is the intent of the City of Alexandria to secure bid proposals for **Electric Utility Right-of-Way Maintenance** for the Electric Distribution Department. This service is to be used on an **“as needed”** basis. Quantities given are for evaluation purposes only. After the issuance of the Notice to Proceed, the successful bidder shall perform the specified work at the quoted bid prices for a period of twelve (12) months. Contingent upon the availability of funds, the successful bidder’s performance during the (12) month period and the ability of the successful bidder to honor the quoted bid prices, the City reserves the right to renew the existing contract for an additional twenty-four (24) months, in six (6) month increments. Should the Electric Distribution’s funds for this service be exhausted before the end of the budget period, the Department will immediately cease issuing work orders to the awarded Contractor.

A mandatory pre-bid conference shall be held on Thursday, July 11, 2024, at 10:00 AM CDT, at the City of Alexandria - Electric Distribution Department, located at 1015 N. Third Street, Alexandria, LA 71301. **All Contractors wishing to submit a bid for this service MUST ATTEND this pre-bid conference. Failure to do so shall constitute grounds for automatic bid rejection.**

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE**

GENERAL CONDITIONS FOR BIDDERS - PLEASE READ CAREFULLY

1. Pursuant to LA R.S. 38:2212.1C(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.
2. Pursuant to LA R.S. 38:2212 A.(1)(b), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
3. Preference shall be given to bidders quoting F.O.B. Destination (the City of Alexandria using department), FREIGHT PREPAID, unless otherwise requested.
4. Each bidder shall submit his proposal on the bid form furnished by the City of Alexandria Purchasing Department. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire bid package being rejected.
5. Literature, brochures, and other related paperwork attached to the bid shall be identified with the name of the bidder and bid item number.
6. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
7. Pursuant to LA R.S. 38:2212 A.(2), the bid specifications may contemplate a fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index and/or Wholesale Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid.
8. Pursuant to LA R.S. 39:1701-1709, any public procurement unit may participate in a cooperative purchasing agreement with the City of Alexandria to acquire quantities of the above listed items under a contract with the City of Alexandria for items awarded by public bid.
9. The City of Alexandria reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)
10. All erasures or corrections on the bid form must be initialed and the City of Alexandria may rely on the apparent authority represented by the initials.
11. The City of Alexandria reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the City.
12. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.
13. Bids shall be opened publicly in the City Council Chambers or Council Committee Room.
14. Cash discounts may be accepted, but SHALL NOT be considered in making award.
15. Regarding a bid for purchase of materials, supplies or services, not to include construction of any public works, a written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE**

General Conditions for Bidders - Please Read Carefully (Continued)

16. When any bid is accepted for the construction or doing of any public works, a written contract shall be executed by and between the City of Alexandria and the Contractor. No contract shall be binding upon the City until it has been executed by the City and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the City of Alexandria. This action may result in the loss of bidding privileges for a period of one (1) year.

17. The City of Alexandria shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.

18. The City of Alexandria is exempt from all taxes. A tax exempt form shall be furnished by the City of Alexandria Purchasing Department, if requested.

19. Bidder(s) awarded item(s) by the City of Alexandria shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.

20. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the City of Alexandria and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:

- (a) By mutual agreement and consent of either party upon thirty (30) days written notice to the other party;
- (b) By the Mayor, on behalf of the City of Alexandria, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
- (c) By satisfactory completion of all services and obligations described in the contract.

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the City of Alexandria Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the City Council within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the city Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings.

21. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractor's License Number on the front of the bid envelope, except for certain projects for which a Contractor's License Number is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, any Contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163, and shall be subject to all provisions for violation and penalties thereof. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 (A)(1)(c)(i) (see Item #22 below).

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE**

General Conditions for Bidders - Please Read Carefully (Continued)

22. All bids shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212(A)(1)(c)(i) which states:

(c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the State of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

(aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the Secretary of State.

(bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principle, or other documents indicating authority which are acceptable to the public entity.

(cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the Secretary of State in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

23. In-State preferences shall not apply to procurements involving federal funds.

24. Pursuant to LA R.S. 38:2212 C.(2)(b), any modifications of plans and specifications will be made through an addendum. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal holidays, without the extension of the bid opening date. An extension of at least seven (7) but no more than twenty-one (21) working days is required but, re-advertising is not required. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; or (3) hand-delivered to all prime bidders who have requested bid documents.

25. All Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the Best Practices Procurement Manual, to include all applicable federal clauses.

26. Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. Inquiries about the *AFEAT* Program should be directed to the Division of Finance. As a part of its RFP response, each Bidder **shall** submit documentation of its bona fide effort to secure subcontractors that meet the City's *AFEAT* goals. Each bidder **shall** also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE**

Alexandria Fairness, Equality, Accessibility, and Teamwork Program (AFEAT)

Dear Vendor:

Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. The AFEAT Program should be inquired about through the Division of Finance. The goals for qualifying disadvantaged, minority and female owned business in the use of professional service agreements with prime contractors will help effectuate the goals of increasing: the competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; business ownership by small business persons, minority persons, and women (including professional service opportunities); and the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business concerns, minority persons, and women.

Prime contractors offering subcontracting should take specific action to ensure that a bona fide effort is made to achieve maximum results towards meeting the established goals. Primes shall document efforts and shall implement steps at least as extensive as the following in a good faith effort to reach or exceed the established goals:

- A. *Establish and maintain a current list of minority and female owned businesses in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- B. *Document and maintain a record of all solicitations of offers for subcontracts from minority or female construction contractor and suppliers in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- C. *Secure listing of minority and women owned businesses from the City of Alexandria Purchasing Department, the Central Louisiana Business Incubator, and the State of Louisiana Department of Minority Affairs.*
- D. *Participate in associations which assist in promoting minority and women owned businesses such as the Central Louisiana Business League, the Central Louisiana Business Incubator, and the Entrepreneurial League System.*
- E. *Designate a responsible official to monitor all activity made in the effort to achieve or exceed the established goals; record contacts made, subcontracts entered into with dollar amounts, and other relevant information.*

For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit www.diversityinaction.org. Should you have any questions or comments, please do not hesitate to contact our Finance Department at 318-449-5091 or our Purchasing Department at 318-441-6180.

As a part of its RFP response, each Bidder ***shall*** submit documentation of its bona fide effort to secure subcontractors that meet the City's AFEAT goals. Each bidder ***shall*** also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

Sincerely,

City of Alexandria

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE**

SPECIFICATIONS

1. Definition of Terms:

It shall be understood that, whenever used in this Contract, the word or words:

"Owner" shall refer to the City of Alexandria, Louisiana, or their authorized representative.

"Contractor" shall refer to the person or persons acting individually or severally in legal entity to whom this contract is awarded by the Owner, and who is a part thereof.

"Subcontractor" shall refer to only those having a direct contract with the Contractor, and it includes one who furnishes material, equipment or services directly or indirectly as part of this contract.

"Written Notice" shall mean notice in writing, deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives notice.

2. Bid Form:

The Contractor shall fill in and return the **Bid Form** included in these specifications. The Owner shall compensate the Contractor on a basis of the actual hours worked. The actual hours of compensation shall be measured from the time of arrival on the job site to the time of departure of the job site at the end of the work day.

- a) Contractor shall fill in the appropriate hourly and overtime hour rates as indicated on the Bid Form. **AN HOURLY AND OVERTIME RATE MUST BE GIVEN FOR EACH LABOR PAY ITEM LISTED ON THE BID FORM; AN HOURLY RATE MUST BE GIVEN FOR EACH EQUIPMENT PAY ITEM LISTED ON THE BID FORM. A ZERO DOLLAR AMOUNT (\$0.00) WILL NOT BE ACCEPTED; ALL PAY ITEMS MUST HAVE VALUE.**
- b) Contractor shall ensure all rates submitted represent a balanced bid. Bids with extreme variations where obvious unbalancing of unit prices has occurred, shall be thoroughly evaluated by the Owner. If the award of the contract would result in an advantage to the Contractor with a corresponding disadvantage to the Owner or if the competitive bidding process is jeopardized, then appropriate steps must be taken by the Owner to protect the public interest.
- c) Contractor is requested to also attach a list of any other equipment available and any other type of labor available which could be used in the performance of the work, and Contractor should furnish the hourly rates for this additional equipment and labor as described #2(a) above.
- d) Contractor should attach proof of dielectric testing of any aerial device proposed to be used for tree trimming around high voltage lines subsequent to this bid.

Information in 2(c) and 2 (d) above should be attached to the specifications and made a part of the Contractor's proposal.

The electronic version of the Bid Form spreadsheet in this bid document is provided as a courtesy only. It shall be the responsibility of the Contractor to ensure his/her hourly and overtime rate prices extension are correct.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE**

SPECIFICATIONS

3. Assignment of Workers & Equipment:

The Owner shall determine the number and type of workers and the type of equipment to be assigned to each crew. The Owner reserves the right to determine when and if a general foreman shall be required to supervise the crews.

The Owner, or its duly appointed representative, shall be responsible for determining the amount of clearance required and shall instruct the Contractor's foreman.

The Owner shall advise the affected property owners in advance of the tree trimming that shall be required. The Contractor's working foreman shall advise the property owner that he shall be entering onto the property of the property owner in the event that workers and equipment are required to traverse private property for tree trimming.

The City of Alexandria Utility Division shall utilize contract crews for tree trimming and tree removal on an "as needed" basis for the term of the contract. The Electric Distribution Department shall utilize its own tree trimming crew as needed throughout the system.

4. Report to be Furnished by the Contractor:

The Owner shall furnish blank report forms to the Contractor. This report shall be filled out daily by the Contractor and a copy forwarded to the City of Alexandria Electric Distribution Department. The report shall include the hours worked by the Contractor at each job location with a description of the work performed and other pertinent information required by the Owner.

5. Qualifications of Contractor's Employees:

- a) It shall be the responsibility of the Contractor to maintain qualified personnel to perform the work under this contract. The Owner reserves the right to reject any employee working under this contract that conducts himself in an unsafe manner or does not properly perform his work. All employees of the Contractor shall be subject to drug testing at the Contractor's expense prior to beginning work for the Owner and subject to random drug testing throughout the term of the contract. Contractor's drug testing program shall be in accordance with the current Department of Transportation, 49 CFR Part 40 – Drug & Alcohol Regulations. Prior to beginning work under this contract, the Contractor shall submit to the owner an affidavit declaring the following:
 1. The Contractor maintains a drug testing program compliant with 49 CFR Part 40 – Drug & Alcohol Regulations.
 2. All Contractor's employees assigned to this work have been drug tested in accordance with 49 CFR Part 40 – Drug & Alcohol Regulations.
 3. All Contractor's employees assigned to this work are eligible to drive commercial motor vehicles pursuant to 49 CFR Part 40 – Drug & Alcohol Regulations.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE**

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- b) No employee of the Contractor who is precluded from operating a commercial motor vehicle pursuant to 49 CFR Part 40 – Drug & Alcohol Regulations shall be allowed to work on the Owner's property.
- c) All employees must meet the requirements of OSHA 1910-269 or other subsequent standard as may be amended from time to time. The Contractor shall furnish a letter verifying all employees are certified and/or trained pursuant to OSHA 1910-269. Furthermore, Contractor shall ensure all employees exposed to the risk of electric arc flashes wear the appropriate flame resistant clothing as defined in OSHA 1910-269. Finally, all employees of the Contractor shall be uniformed in such a manner as to present a professional image to the Owner's customers. The uniform shall be the same for each employee and include the Contractor's name permanently embossed on the shirt. The exact design of the uniform shall be determined by the Contractor.
- d) All working foremen shall have a minimum of one (1) year experience, comprised of at least six (6) months as a climber and six (6) months operating an aerial lift if they are to be billed at working foreman's rate. Climbers shall have a minimum of six (6) months climbing experience in order to be billed at climber's rate.
- e) Within ten (10) days of receiving a Notice of Award, the Contractor shall supply a record of each employee's experience to the Owner. Additionally, the Contractor shall provide a copy of the proposed General Foreman's State of Louisiana Utility Arborist License. Employees not meeting the minimum experience requirements stated herein shall not be allowed to perform work under this contract. Subsequently, any employee assigned to this contract after its initial commencement date shall have his/her experience documented in a manner similar to that described above.

6. Term of Contract:

The term of this contract shall be for a period of twelve (12) months, beginning with the issuance of a Notice to Proceed. Contingent upon the availability of funds, the Contractor's performance during the first twelve (12) months of service, and the ability of the successful bidder to honor the quoted bid prices, the City, at its sole discretion, reserves the right to renew the existing contract for a period of up to twenty-four (24) additional months, in minimum six (6) month increments.

The Owner reserves the right to terminate this contract at any time the Contractor is not properly performing his work, is not able to furnish the number of crews, or type or quality of equipment required by the Owner. The Owner shall invoke its right to terminate only after affording the Contractor written notice of its failure to perform and affording the Contractor the opportunity to cure its failure to perform. The written notice shall specify the specific failure(s) to perform along with the Contractor's time to cure its failure(s), if appropriate.

7. Coordination of Work:

The Contractor shall inform the Electric Distribution Supervisor or an assigned representative, each day, of his work location before proceeding to work and each time the Contractor moves into a different area. In the event that the Contractor causes a fault on the electrical system, he shall notify the Electric Distribution Department.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE**

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The Contractor shall not intentionally disconnect electric service to any customer or operate any electrical devices owned by the City of Alexandria Electric Distribution Department.

8. Compensation:

The Owner shall compensate the Contractor for work performed to obtain clearance from its electrical lines but, shall not compensate the Contractor for work performed which was not requested by the Owner and does not affect the Owner's lines.

9. Experience:

The Contractor should have a minimum of at least ten (10) years experience in trimming and removal of trees in the vicinity of high voltage lines. The Contractor shall furnish evidence of this experience upon request.

10. Payment:

The Contractor shall invoice the Owner on a weekly basis for the work performed; upon verification and approval, the Owner shall process and pay said invoices within thirty (30) calendar days. Invoices are not payable until verified, corrected by the Contractor (if necessary) and approved by the Owner.

11. Work Schedule:

The Contractor shall schedule his work so that it coincides with normal working hours of the City of Alexandria Electric Distribution Department which is 7:00 AM until 3:30 PM, Monday through Friday. Exceptions to this schedule can only be made with the approval of the Superintendent of the Electric Distribution Department. The Owner reserves the right to use the Contractor on an "as needed" basis.

12. Number of Crews:

The Owner reserves the right to employ two (2) or more crews during the term of this contract and the Contractor shall be capable of furnishing a minimum of six (6) crews to be made available upon request, during emergency storm situations.

A "crew" shall consist of the following, minimum:

- 1 - Foreman per crew
- 1 - Trimmer per crew
- 1 - Groundsman per crew

A General Foreman shall be only when the contractor is operating two (2) or more crews on the Owner's system.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE**

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13. General Foreman:

At the option of the Owner, the Contractor shall furnish a General Foreman. This General Foreman shall assign and oversee the work of all crews employed and relieve any absent working foreman or climbers. When the General Foreman is not making his rounds to check on crews, he is expected to perform in the same manner as the working foreman. The General Foreman shall be required to be currently licensed as a "Utility Arborist" in the State of Louisiana.

14. Crew Foreman:

Each crew assigned to the Owner's system shall include a Crew Foreman. This Foreman shall assign and oversee the work of the employees under his immediate supervision and relieve any absent trimmer or climber. The Foreman shall be required to be currently licensed as a "Utility Arborist" in the State of Louisiana. The Foreman must have a cell phone for the purpose of contacting the Owner's representative(s) concerning work in progress by Contractor's crew(s).

15. Adequate Wages:

The Contractor shall provide adequate wages for the various categories of work in order to maintain sufficient and qualified employees for all crews employed by the Owner.

16. Repair of Equipment:

No major repairs shall be made on the job by the Contractor's personnel working at the job site. Only minor repairs that do not detract from the ability of the workers to perform their job shall be allowed. Equipment being repaired on site, which is not usable, shall be non-billable during the down time. Crews and equipment not being used because of breakdowns off the work site, such as on the road breakdowns or being stuck at the dump site, shall be non-billable for that period of time which they are inoperable.

17. Contractor's Insurance:

Contractor should furnish, attached to the **Bid Form**, a current copy of his Certificate of Insurance indicating limits of General Liability, Automobile Liability and Worker's Compensation in force at the time of the bidding. Evidence of reliable insurance to fully indemnify against long-term liabilities shall be part of the evaluation criteria for award of this bid. Certificate of Insurance shall have a General Liability Aggregate of Four Million (\$4,000,000) Dollars and a per person/per occurrence of Two Million (\$2,000,000) Dollars. Automobile Liability will have a Combined Single Limit of Two Million (2,000,000). Also on the Certificate, the City shall be named as an "additional insured" and a waiver of subrogation in favor of the City of Alexandria. On the Certificate of Insurance under Worker's Compensation, it shall state that "This is a standard Worker's Compensation Policy", with statutory limits. Cancellation of any Certificate of Insurance should require sixty (60) days notice to the City of Alexandria, but under no circumstances less than thirty (30) days notice. Also, the following wording must be removed before acceptance of the Certificate: "Endeavor to" or

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
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“But failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives.” Certificate holder shall be the City of Alexandria, P.O. Box 71, Alexandria, LA 71309-0071, Attention: Purchasing Manager.

18. Cancellation of Insurance:

The Contractor shall not cause any insurance policy to be canceled or permit it to lapse, and all insurance policies shall include a clause to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner stating the date when such cancellation or reduction shall be effective, which date shall not be less than ten (10) days after such notice.

19. Indemnification of City of Alexandria by Contractor:

In consideration of the sums payable by the Owner hereunder, the Contractor agrees to indemnify, hold harmless, and defend said Owner, and any person, firm or corporation who wholly or partially bears the costs of operations hereunder, and any and all vessels, craft, agents, directors, officers, employees, or servants of the Owner or of such persons, firms or corporations who wholly or partially bear the cost of operations hereunder, against any and all claims, demands or suits (including, but not limited to, claims, demands, or suits for bodily injury, illness, disease, death, or loss of services, property or wages filed or asserted by the Contractor's employees, representatives, agents or any third parties whatsoever) which may be brought against the Owner or against other persons, firms or corporations who wholly or partially bear the cost of operations hereunder, whether one or more, or at which the Owner or such other parties, whether one or more, or in which any such agents, directors, officer, employees, or servants of the Owner or of such other parties who may be named party defendant or parties defendant, as the case may be, by any person, firm or corporation, or the legal representative or successor of such a person, firm or organization, arising out of either directly or indirectly or incident to the work being performed under this contract, irrespective of whether such suits are based on the relationship of master and servant, third party or otherwise and even though occasioned, brought about, or caused in whole or part by the negligence, alleged negligence, strict liability or alleged strict liability of the Owner, its agents, employees, directors, officers, or servants of said subcontractors, or by the seaworthiness of any vessel or craft, or of any condition of the land or buildings located at the site of the work subject to this contract. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit as its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent, and further agrees to pay all attorney fees, costs or expenses reasonably incurred by the Owner or any other person, firm or corporation which wholly or partially bear the cost of operations here under their agents, directors, officers, employees or servants, may reasonably incur in investigating, handling, responding to, providing a defense for and defending any such claim, demand or suit, even if the same is groundless, false or fraudulent; but the Contractor may make such investigation, negotiation and settlement of any such claim, demand or suit as it deems expedient. Included within the definition and scope of "other persons, firms or corporations who wholly or partially bear the cost of operations hereunder" as stated above, are all insurance companies insuring the City of Alexandria against whom any such claims or demands could be made in a lawsuit or otherwise. The above requirements of defense and for indemnification shall likewise inure directly to the benefit of any such insurers of the City of Alexandria with respect to all claims and matters coming within the article of the contract.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE**

SPECIFICATIONS

20. Verification of Employees Involved in Public Contract Work:

Pursuant to Louisiana R.S. 38:2212.10, a private employer shall not bid or otherwise contract with a public entity for the physical performance of services within the State of Louisiana unless the private employer verifies in a sworn affidavit attesting to and verifying his employees citizenship. Affidavit of Bidder Form should be completed and submitted with the **Bid Form**.

21. Overtime:

The Contractor shall fill in the appropriate line on the **Bid Form** for the overtime rate for each position.

Digital pagers or cell phones shall be furnished by the Contractor for the purpose of contacting crew members for emergency work after normal work hours. Callout personnel shall be expected to be at their equipment yard within thirty (30) minutes.

22. Pruning and Trimming:

All pruning and trimming shall be in compliance with *American National Standard (ANSI) A300 - 2017, Pruning Revision for Tree, Shrub and Other Woody Plant Management - Standard Practices (Pruning)*, or most current standard.

23. Use of Herbicides:

The City of Alexandria shall provide the Contractor with the necessary herbicides to be used when needed in conjunction with work performed under this contract for right-of-way clearing. The work shall be performed or supervised on site by a Contractor's employee with a valid Louisiana applicator's license. Appropriate herbicides shall be applied to those trees where removal does not prohibit growth, such a tallow trees.

24. Private Work by Contractor or His Employees:

Private work done for the customers of the Owner shall not be discussed or solicited by the Contractor or Contractor's employees during the hours the Contractor is working for the Owner.

25. Equipment:

25.1 FOR DAILY USE (to be billed as one pay item):

Bucket trucks shall have a 55 foot aerial lift and be equipped with self-feed chipper. Each bucket truck shall be equipped with the following equipment to be used on a daily basis:

- a. Two (2) chain saws;
- b. Dielectric or aerial lift attachable pole saw (one for each truck);

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
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SPECIFICATIONS

- c. Two (2) pruners, at least one shall be a fiberglass pruner with extensions;
- d. One (1) handsaw;
- e. Cleaning rakes, pitchforks and trash bags or small trash can for drink cans and other lunch debris;
- f. Climbing gear for foreman and each climber;
- g. Small spray bottle for herbicides for nuisance trees and vines;
- h. Motorized extension saw – NOT to be used around electric lines (one for each truck);
- i. Each truck shall carry a minimum of ten (10) traffic cones;
- j. Contractor shall have available for immediate use, signage per the latest edition of Manual of Uniform Traffic Control Devices (MUTCD);
- k. 800 MHz radio for communication with Owner representative. Cost of radio is at Contractor's expense.

Trucks inspected by Owner and found to lack proper equipment shall be considered an instance of failure to perform and shall be addressed as described herein.

25.2 FOR SPECIFIC WORK - USED UPON REQUEST OF THE OWNER (to be billed only when requested and only for the hours used):

Contractor shall also have the following specialized equipment available for right-of-way clearing work:

- a. 4X4 Crew Truck with external mounted diesel tank with fuel for equipment;
- b. Right-Of Way mower/shredder, Fecon or equal, with rubber tires, minimum 200 horsepower, used to shred brush, undergrowth, small trees, stumps, roots, etc.;
- c. All-Terrain, Dielectric, Extensible, Tree Trimmer, Jarraff or equal, with rubber tires;
- d. Backyard Buggy with bucket (track type), minimum reach of 40 feet; fully equipped as per Bid Specification Item 25.1 above; to include truck and appropriate trailer for transit (buggy, truck and trailer shall be billed as one pay item).
- e. Tractor and lowboy trailer capable of hauling Jaraff or Fecon as needed.
- f. 20 Foot utility trailer for hauling of tree stumps, limbs and debris.

26. Contract:

The successful Contractor shall be required to enter into a formal contract with the Owner for the services contemplated herein. The terms and conditions of this Bid shall be incorporated and made a part thereof by reference.

END OF SPECIFICATIONS



AFFIDAVIT OF BIDDER

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared: (Bidder Name)

who, after being duly sworn, did declare and state:

1. Appearer’s company is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
2. Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
3. Appearer shall require all subcontractors to submit to appearer a sworn affidavit verifying compliance with La. R.S. 38:2212.10 (C) (1) and (C) (2).
4. Appearer has the authority and personal knowledge requisite to testify to the matters stated herein.

NAME OF BIDDER

AUTHORIZED SIGNATORY OF BIDDER

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me, Notary Public, in _____(City),
_____(State), on this _____ day of _____, 2021.

NOTARY PUBLIC (Notary ID/Bar Roll No. _____)

Printed Name: _____

My commission expires _____.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ELECTRIC UTILITY RIGHT-OF-WAY MAINTENANCE**

BID FORM

Bidder has examined all Bidding Documents and acknowledges receipt of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.	Date
_____	_____
_____	_____

Bid Item Description	Estimated Hours	Hourly Rate	Overtime Rate	Extension
General Foreman	500			\$0.00
Crew Foreman	2,000			\$0.00
Trimmer	2,000			\$0.00
Groundman	2,000			\$0.00
Climber	500			\$0.00
Bucket Truck, 55 foot aerial lift w/ self-feed chipper for Daily Use - fully equipped as per Bid Specification Item 25.1	2,000			\$0.00
Pickup Truck (General Foreman only)	500			\$0.00
ROW Mower/Shredder (Fecon or equal)	40			\$0.00
All-Terrain, Dielectric, Extensible, Tree Trimmer (Jarraf or equal)	40			\$0.00
Tractor and Lowboy Trailer for Hauling "Jarraf" or "Fecon" as needed	40			\$0.00
Backyard Buggy with 40 foot reach, fully equipped as per Bid Specification Item 25.2; to include truck and appropriate trailer for transit	40			\$0.00
20 Foot Utility Trailer suitable for hauling tree stumps, limbs and debris	40			\$0.00

TOTAL FOR YEAR ONE: \$0.00

OPTIONAL CONTRACT RENEWAL RATE

*Hourly Rate Percentage Increase for contract renewal for the 2nd and 3rd year:
(Each bid Increase shall be applied to the Hourly Rates stated above.)*

<i>Year 2 - Hourly Rate Percentage Increase Amount:</i>	0.00%	\$	-
<i>Year 3 - Hourly Rate Percentage Increase Amount:</i>	0.00%	\$	-

TOTAL EVALUATED BID PRICE: **\$0.00**

BIDDER INFORMATION:

Louisiana Contractor's License #: _____ Arborsist's License #: _____

Company Name: _____

Mailing Address: _____

City/State/Zip Code: _____

Phone #: _____ Fax #: _____

Authorized Name & Title (Printed): _____

Authorized Signature: _____

SEAL