

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

POWER LINE RIGHT OF WAY CLEARANCE

AND

TREE TRIMMING

2020

Village of Lakeview Electric

126 North Main

Lakeview, Ohio 43331

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 pre-qualified licensed contractors will be accepted and publicly read on March 2nd, 2020 at 6:00pm local time at the Village of Lakeview Electric Dept. (VLED) office building, 126 North Main, for the supplying of services in connection with 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.

Prequalification documents for contractors desiring to submit a bid must be completed and submitted with the sealed bid. Only bids submitted by qualified contractors will be considered by the owner in the bid evaluation process. All decisions as to the qualifications of the bidder will be made solely by the owner and will be final.

No bidder may withdraw its request to bid for a period of sixty (60) 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.

Owner: Village of Lakeview Electric Department

Village of Lakeview Electric Department ("VLED")-Lakeview, Ohio

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 including right of way clearing, and at such time and place as may be designated by authorized representatives of VLED.

Section 2.0 Bidder's Qualifications

- 2.1 Bids will be accepted only from well-established and qualified contractors, trained and experienced in the clearing of power line rights of way and tree trimming that have been approved by VLED as a qualified Contractor. 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 VLED in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to VLED, of the Bidder's qualifications, experience and familiarity with work of the character specified and Bidder's financial ability to properly execute the proposed work to completion.
- 2.3 Unless previously approved, each Bidder shall submit to VLED a Contractor's Prequalification Application Form, available at VLED's office, and must be subsequently approved by VLED as a qualified Contractor in order to receive a formal Invitation to Bid. VLED will only accept bids from Bidders who have been approved by VLED as a qualified Contractor.

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: Power Line Right of Way Clearance and Tree Trimming- FY 2020

BID DUE: 6:00 p.m. March 2nd, 2020

OWNER: Village of Lakeview Electric Department

BIDDER: _____

Envelope must be addressed and submitted to:

Village of Lakeview Electric Dept.
ATTN: Dave Scott
P.O. Box 197
126 N. Main
Lakeview, Ohio 43331

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, and (b) have knowledge of all federal, state and local laws, ordinances, rules and regulations affecting performance of the work.
- 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 VLED 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 VLED's decisions.
- 3.8 VLED may conduct such investigations as it deems prudent to establish the responsibility, qualifications, and financial ability of the Bidders. VLED's final selection of the best overall bid submitted, as determined solely by VLED, shall be based upon factors including but not limited to: financial stability of bidder; personnel experience and training; surveys of current and previous employers and previous work history with VLED; overall quality of equipment and organization; ability to adequately serve VLED with full coverage, customer responsiveness and complaint processing; employee safety training, safety compliance and procedures, including drug-free workforce initiatives.
- 3.9 If the Contract is awarded, VLED will give the successful Bidder due notice of award after the Village of Lakeview's Commission meeting on or after **March 2nd, 2020**. Work is expected to commence on this Contract **on July 1st, 2020**, unless otherwise approved at VLED's option.
- 3.10 No Bidder may withdraw its request to be awarded a contract for a period of sixty (60) days after date of actual bid opening without VLED's consent.
- 3.11 VLED may elect during the term of this Contract to award one (1) or more additional contracts for right-of-way clearing and tree trimming via alternative contractual arrangements such as hourly rates, REA unit cutting, zone clearing, etc. Nothing contained herein shall be construed as prohibiting VLED 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. "VLED" shall mean Village of Lakeview Electric Department, an agent and instrumentality of the Village of Lakeview. From time to time, VLED may act under the Contract through its authorized officers and employees. The word "Owner" shall refer to VLED.
- 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 requirements 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 VLED solicits bids from Pre-qualified Contractors for Work which VLED 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 VLED, unless otherwise expressly stated.
- I. "Prequalified Contractor" shall mean a contractor who is determined by VLED to be eligible to bid on the Work, subject to any of VLED's 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 shall include, without being limited thereto, the Bidder's Charter Number and Pest Commercial Applicator's License Number certified in Weed Control - Right of Way and Industrial from the Ohio Department of Agriculture.
- 5.2 A contract crew shall consist of all necessary personnel and all necessary tools and equipment as outlined in the Contractor's Pre-qualification Application Form, to safely and efficiently complete the work. VLED 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. Each crew shall consist of a minimum of one supervisor and one certified arborist.
- 5.3 Since Contractor(s) employees come in contact with VLED customers, they shall be completely dressed in suitable clothing which shall be clean at the beginning of each day and identifiable to customer. Identification badges or other forms of identification which displays the Contractor's name, person's picture, position, etc. is recommended but not mandatory and must be shown to the customer upon request.
- 5.4 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. The average age of all aerial lift devices and other motorized vehicles used in connection with the Contract, when considered together as a group, shall be **seven (7) years or less**. Rebuilt or remanufactured vehicles shall not be considered as new vehicles with respect to age. All equipment must be maintained in such a manner as to minimize downtime. VLED shall not render payment for any charges in connection with lost productivity due to equipment failure or dysfunction.
- 5.5 When convenient for VLED, the Contractor may be given permission to park vehicles and equipment on VLED property. Otherwise, Contractor shall be responsible for parking vehicles and/or storing equipment at locations other than VLED owned facilities and paying all associated costs. VLED shall not be responsible for any damage or loss of Contractor's equipment.
- 5.6 Contractor shall observe all generally recognized safety rules (including without limitation the provisions of the National Electrical Safety Code and ANSI Z133.1 - 2012 or latest edition thereof), regulations, and methods to prevent injury to all employees and there persons or damage to property of VLED or the public arising from its operations. Contractor shall observe all laws and regulations applicable to its operations including without limitation OSHA requirements, Ohio Department of Transportation requirements, Ohio Department of Agriculture requirements, Workmen's Compensation, Social Security payments, tax withholding payments, Contractor's License.

- 5.7 Contractor shall secure from VLED information as to the nature of the electric circuits involved in all cases prior to commencement of Work in each area. Contractor acknowledges that VLED'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.
- 5.8 Contractor shall immediately notify VLED of any irregular situations observed on VLED'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.
- 5.9 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, VLED will first request such crews or workers from the Contractor then working for VLED. Should the Contractor fail to furnish additional crews or workers upon thirty (30) days written notice, VLED shall have the right to obtain additional crews or workers as provided for in this Contract.
- 5.10 Contractor shall promote a drug and alcohol free working environment.
- 5.11 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 VLED under this contract.

Section 6.0 Work

- 6.1 Contractor shall perform all Work to the complete satisfaction of VLED 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 VLED. 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 VLED. Failure by VLED to inspect Contractor's Work shall in no way 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 should be left to inform them that Contractor was present to trim trees. Hangers should contain information as Company Name, Address, Phone Number, contact person. Whenever permission to do any Work cannot be obtained, such shall be promptly reported to VLED. (See also sections 7.9 and 7.10)
- 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 effect 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 VLED.
- 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.

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** in accordance with **Appendix "A"**. Emphasis shall be placed on removing trees rather than trimming. 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 (any direction) from VLED's conductors, including the system neutral. Ground-to-sky trimming is preferred. However, trimming above conductors may be limited to the maximum reach of the bucket. Trimming around power poles is required to permit unimpeded access by utility personnel.
- 7.2 Existing right of way shall be cleared to the same width as the original clearing unless additional clearing can be obtained as outlined below or otherwise specified by PMPS.
- a. Three-Phase Primary lines- 30 ft.
 - b. Single-Phase Primary lines - 20 ft.
 - c. Open wire/insulated secondary - 5 ft.
- 7.3 Unless otherwise specified by VLED, all right of way clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum remaining height of four (4) inches for brush stubs and six (6) inches for tree stumps. Stump removal is typically done by VLED, unless otherwise requested.
- 7.4 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 VLED system shall not obstruct roads, paths, or waterways. Disposal of said residue shall be the sole responsibility of the Contractor. All disposal costs shall be included in the cost submitted on the VLED 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.
- 7.5 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.
- 7.6 VLED 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 VLED service area.

- 7.7 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 VLED's Operations Department of the location of such trouble.
- 7.8 Trees fronting each side of the right of way shall be trimmed or removed unless otherwise specified. Dead trees beyond the right of way, which would strike the line in falling, shall be removed. Leaning trees beyond the right of way, which would strike the line in falling and which would require trimming if not removed, shall either be removed or trimmed, except that shade, fruit or ornamental trees shall be trimmed and not removed, unless otherwise authorized. 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 treated with an approved chemical mixture to discourage re-growth.
- 7.9 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 VLED of the same.
- 7.10 Contractor should attempt to notify the property owner at least two (2) days prior to commencement of trimming work. Approval and/or permission should 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 Use of Chemicals and Sprays

- 8.1 All right of way spraying shall be performed by a certified and licensed applicator. Contractor shall be responsible for purchasing, storing, and furnishing chemicals to its crews. VLED shall be consulted prior to any use of chemicals and sprays by Contractor.
- 8.2 Spraying of right of way may be done at various locations using suitable herbicides to control vegetation particular to that location. Detailed records of the applicator's name, property owner permission, date, location, amount and type of herbicide used shall be kept and copies furnished to VLED on a routine basis or upon completion of the job. Prior to commencement of any Work involving the application of chemicals, the Contractor shall thoroughly familiarize and inform himself of all local conditions and other factors which could or might affect chemical spraying.

- 8.3 Unless otherwise specified by VLED, the Contractor shall mix and apply the chemicals in accordance with the recommendations of the manufacturer, and the following general specifications:
- (a) For Foliage Application: This method shall be used only on brush over three (3) feet in average height during the active plant growth period, generally between May 1 and September 1. Chemical mixture shall be applied to completely wet the entire leaf, stem and trunk surface of each plant.
 - (b) For Basal Application: This method shall be used on brush of any size at any season of the year. Chemical mixture shall be applied to completely wet the entire surface of the stem or trunk from the root-crown up the stem eighteen (18) inches, with emphasis on completely wetting the root-crown.
 - (c) For Stump Application: This method shall be used on all new stumps at any season of the year. Stumps shall be sprayed as soon as practical, but always on the same day that the cutting is performed. Chemical mixture shall be applied in sufficient volume to completely wet the sapwood, bark area, root-crown and any exposed roots.
- 8.4 No spraying shall be done within thirty (30) minutes after fog, dew, or rain sufficiently heavy to cause run-off.
- 8.5 Contractor shall not be obligated to spray any portion of a line where damages to crops, orchards, or ornamental plants may result from chemical drift.
- 8.6 VLED will have the right to specify when and where chemical application and/or chemical spraying will be used in rural areas or otherwise.
- 8.7 Contractor's use of chemicals in connection with the Work shall be in strict compliance with all federal and state laws, rules and regulations which from time to time govern the use of chemicals, including but not limited to the Ohio Environmental Protection Agency Division of Hazardous Waste, Ohio Environmental Protection Agency Division of Air Pollution Control, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et al) and the Federal Hazard Communications Standard (29 CFR 1910.1200). By undertaking to perform any part of the Work in which chemicals are used, the Contractor certifies that Contractor is familiar with, has complied with, and at all times will comply with all requirements (including but not limited to those relating to training and the giving and posting of all required notices) under all of the foregoing laws, rules and regulations and further, the Contractor shall indemnify and hold harmless the Village of Lakeview, VLED and its directors, officers, employees and agents from and against any liability, claim, demand, cause of action of every kind and description, damage, losses and expenses, including attorney's fees through appeals, arising or resulting from the Contractor's non-compliance with or violation of any of the foregoing laws, rules or regulations.

- 8.8 Contractor shall be solely responsible for the accurate recording and submission of all forms required by the applicable regulatory agencies and other governing authorities in connection with the use of chemicals. Proof of satisfactory compliance with all rules and regulations shall be made available upon request by VLED.
- 8.9 Chemical spills shall be immediately cleaned-up in a manner consistent with label restrictions, Federal and State regulations, and acceptable environmental procedures mandated by law. Any and all notifications to proper authorities in connection with such spills shall be made by the Contractor. Each crew responsible for chemical applications shall be supplied with a suitable spill response kit for cleaning-up and neutralizing spills of chemicals, all at the sole expense of the Contractor. Contractor shall insure that its employees are trained in the proper techniques for spill response, and are supplied with the necessary personal protective equipment required to perform spill mitigation duties.
- 8.10 Contractor shall at all times be solely responsible for the continuous safeguarding of its workforce, including compliance with all applicable Federal, State, and local laws, together with its responsibilities for training its employees in the proper methods and use of personal protective equipment required for handling chemicals used in connection with this Work.

Section 9.0 Work Assignments

- 9.1 Work will be assigned by VLED's Power Distribution Manager, or other duly authorized representative, through the Contractor's Working Foreman, Crew Leader or other authorized representative.
- 9.2 The Contractor shall advise VLED on a daily basis as to the location of all crews, any and all crew movements throughout the day, the progress of the Work assigned, and any problems or unusual occurrences. VLED will provide the Contractor with necessary copies of VLED's system maps to facilitate routing crews.
- 9.3 Contractor shall make available its crews for emergency work as determined by VLED, day or night, weekends, holidays, or during any natural disasters such as ice or snow storms, tornadoes and other strong storms, etc. Contractor shall furnish VLED the name and telephone number of the person(s) to contact for emergency crews. Contractor may be asked to assign additional crews to VLED's system if the emergency is severe or of long duration. VLED reserves the right to require said contact person(s) to carry a paging device for emergency contact purposes at the Contractor's expense.

- 9.4 Contractor shall submit to VLED a progress report at the end of each week containing the following information:
- (a) The crew's work location, time and progress report
 - (b) The areas sprayed and/or bush-hogged
 - (c) The quantity and type of each unit cut by each crew
- 9.5 Contractor shall be free to determine working days and hours to suit his needs with the following exceptions. There shall be no work on Sunday without approval by a designated VLED representative. In general, the normal workweek should consist of forty (40) productive hours between 6:00 a.m. and 6:00 p.m., Monday through Friday, unless otherwise approved by VLED. 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.
- 9.6 VLED shall not be charged for time spent on maintenance of equipment, including without limitation oil or antifreeze changes, changing and/or sharpening of chipper blades, and other similar maintenance and repair work. VLED 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 VLED time.
- 9.7 VLED will not pay for gasoline for equipment, meals and other incidental items for Contractor's employees.

Section 10.0 Supervision of Work and Workmanship

- 10.1 Contractor shall supervise and direct the Work, using no less than the minimum standard as established by the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, and procedures.
- 10.2 **Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of VLED.**
- 10.3 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 Working Foreman, Crew Leader, 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.
- 10.4 VLED reserves the right to require the Contractor to furnish cellular telephones to each Crew Foreman/Leader at the Contractor's expense.

- 10.5 Whenever the Working Foreman or Crew Leader is not present on any part of the Work where VLED desires to give directions, orders may be given by VLED or its representative directly to, and shall be received and carried out by persons who may have charge of the particular part of the work in reference to which such orders are given.
- 10.6 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.
- 10.7 Prior to employing a Working Foreman/Crew Leader or other person occupying a supervisory position in connection with the Work, the Contractor shall obtain a resume from the applicant which details the educational background and Work experience of such applicant. Contractor shall then promptly forward a copy of the resume of each such person to VLED for approval prior to his or her involvement in any Work under this Contract.
- 10.8 VLED will periodically review and evaluate crew performance based upon factors such as, but not limited to, quality of work, quantity of work, clearances obtained, safety awareness and public relations efforts.
- 10.9 Contractor shall be required to attend regular progress meetings with VLED to discuss the Work, 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 11.0 Terms of Contract

Startup date to begin trimming is critical. This Contract shall become effective **July 1st 2020 through December 31 2020**. This contract will have a renewable option for the following specified years:

January 1st, 2021 through December 31st, 2021
January 1st, 2022 through December 31st, 2022

- 11.1 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.

Section 12.0 Charges for Labor and Equipment Furnished by the Contractor

12.1 Hourly Crew(s)

	Billing Rates - FY 2020	
	<u>Regular</u>	<u>Overtime</u>
Labor- Working Foreman/Crew Leader	\$_____	\$_____
Labor - Journeyman Tree Trimmer	\$_____	\$_____
Labor - Apprentice Trimmer/Grounds	\$_____	\$_____
man Equipment as specified below:	\$_____	\$_____

Aerial Lift/Chip Combination Unit (55 ft. min. working height;__ cubic yard covered dump body), and disc chipper fully equipped with all necessary accessories and safety equipment including, but not limited to, required personal protective equipment (PPE) and other items essential for the proper prosecution of all Work as outlined in these Specifications.

HOURLY TOTAL: \$_____

Renewal Options

May the City renew this price agreement at the same rate for the period?

January 1st, 2021 through December 31st, 2021 YES ___ NO ___

January 1st, 2022 through December 31st, 2022 YES ___ NO ___

12.2 Chemical Applications

Please list services and chargers associated with the use of chemicals:

(i.e. Substation weed control application, Transformer bullpen weed control application, right-of-way chemical application, etc...)

(If extra space is needed, add any additional information in the "OTHER INFORMATION" Section)

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor shall furnish a detailed plan for chemical applications

12.3 ADDITIONAL LABOR & EQUIPMENT RATES:

	Billing Rates - FY 2020	
	<u>Regular</u>	<u>Overtime</u>
55' Trim Lift (w/ accessories)	\$ _____	\$ _____
70' Trim Lift (w/ accessories)	\$ _____	\$ _____
Split Dump (___cubic yd.)	\$ _____	\$ _____
Disc Chipper	\$ _____	\$ _____
Hydro-Ax (Right of Way Mower)	\$ _____	\$ _____
Stump Grinder	\$ _____	\$ _____
Power Saw	\$ _____	\$ _____
Other (please specify):	\$ _____	\$ _____
_____	\$ _____	\$ _____

Renewal Options

May the City renew this price agreement at the same rate for the period?

January 1st, 2021 through December 31st, 2021 YES ____ NO ____

January 1st, 2022 through December 31st, 2022 YES ____ NO ____

- 12.4** 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
- 12.5** \ 2020 through December 31 1, 2020. This contract will have a renewal option for the
- 12.6** \ 2021through December 31 1, 2021. This contract will have a renewal option for the VLED's Power Distribution Manager or other duly authorized representative of VLED.
- 12.7** Payment for invoices submitted by the Contractor will not be made by VLED when the minimum requirements for labor and equipment as set forth in **Sections 12.1, 12.2, and 12.3** herein are not fulfilled.

Section 13.0 Payment for Work

- 13.1 The Contractor will be compensated for trimming at the fixed hourly rate(s) designated in the bid. The Crew Leader shall submit weekly to VLED, through its Power Distribution Manager at 126 N. Main Lakeview, Ohio 43331, a detailed list of hours worked during that week. The Contractor shall submit weekly to VLED, through its Power Distribution Manager, an original invoice of amounts due herein together with such substantiating data as may be required by VLED. This invoice shall be submitted to VLED within five (5) days following the last day of the week being invoiced. **VLED will not execute payment from faxed invoices.**
- 13.2 Contractor(s) shall keep accurate records of its compensation at its principal office which will be available for audit by VLED during regular office hours.
- 13.3 Payments due will be made in full by VLED to Contractor within thirty (30) days from receipt and approval of said invoice. If such payment is not approved, VLED shall notify the Contractor of the reason or reasons for such non-payment within thirty (30) days from receipt of invoice.
- 13.4 Contractor acknowledges that VLED 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 LVED; and the Contractor shall have no right or claim against VLED for reimbursement by reason of any such taxes.

Section 14.0 Indemnification

- 14.1 Contractor will indemnify and hold harmless the Village of Lakeview, VLED 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 VLED 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 VLED.

Section 15.0 Insurance

15.1 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 VLED of the required insurance coverage stated in this **Section 15** from insurance companies duly authorized to do business in Ohio that are acceptable to VLED. The Village of Lakeview, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof are an additional insured and this insurance coverage shall serve as Primary to the Additional Insured and not contributing with any other insurance or self-insurance available to the Additional Insured for work performed under the terms of this Contract. The certificate of insurance shall require thirty (30) days prior written notice to VLED of cancellation, modification, or expiration of the insurance. Contractor shall attach as **Appendix "D"** to these Contract Documents said certificate of insurance that indicate full policy limits are available.

15.2 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 VLED 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 VLED in writing.

Section 16.0 Performance & Bid Bonds

- 16.2 Contractor shall furnish a surety bond, by a surety company duly authorized to do business in the State of Ohio, in form and substance satisfactory to VLED, for the faithful performance of this Contract and for the payment of all persons performing labor in connection with this Contract. The successful Contractor shall be required to obtain a 100% performance bond for the maximum estimated amount of the contract: Two Hundred Thousand Dollars (\$200,000.00)
- 16.3 This surety bond shall remain in effect at all times during the performance of this Contract and shall continue in effect for a period of six (6) months following expiration or termination.

Section 17.0 Reserved

Section 18.0 Reserved

Section 19.0 Bidder's Statement

- 19.1 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 VLED pertaining to any and all decisions made by VLED with regard to the awarding of this Contract.
- 19.2 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:

Email Address of Bidder:

Date at _____ on the ____ day of _____, 2020.

AGREEMENT

Power Line Right of Way Clearance and Tree Trimming

This AGREEMENT, made and entered into this _____ day of _____, 2020, by and between _____ (hereinafter called the "Contractor"), and Village of Lakeview Electric Department, an agency of the Village of Lakeview, Ohio, a municipal corporation (hereinafter called "VLED"), which agency is authorized to contract in its own name.

WITNESSETH:

Contractor and VLED, 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 VLED's Specifications for Power Line Right of Way Clearance and Tree Trimming dated 2019 (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 Prequalification Application Form, Specifications, insurance requirements, performance bond, and proof of Registration with Ohio's Secretary of State, which shall form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein verbatim.

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 VLED, and in the discretion of VLED, 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 July 1st 2020. The term of the Contract shall be as indicated in the Specifications, Section 11.1.

4.0 Payments

VLED shall pay Contractor in current funds for the Contractor's performance of the Contract as defined in the Specifications, Section 13.0, 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 VLED unless authorized in writing by the Power Distribution Manager and approved by the Power System's Director of Village of Lakeview Municipal Power System.

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 VLED proof that it has, all licenses which are required to do the work.
- 5.02 Contractor shall not commence work under the Contract until the insurance described in Section 15.0 of the Specifications is in force and a certificate showing proof of such insurance has been delivered to VLED.
- 5.03 Should the Contractor:
 - (a) fail or refuse to begin or
 - (b) violate any provision of the Contract; or
 - (c) allow any official or employee of VLED or the Village of Lakeview 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, VLED may immediately take one or more of the following actions: (1) cancel the Contract; (2) require the Contractor to discontinue the work immediately; (3) sue the Contractor for damages suffered by VLED, including consequential damages, and (4) 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 VLED. The Contractor shall pay the cost and expense of VLED's enforcement of its rights hereunder, including but not limited to reasonable attorney's fees.

- 5.04 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 VLED.**
- 5.05 The obligations of VLED hereunder are payable solely from the revenues of VLED.
- 5.06 Contractor shall indemnify and hold harmless the Village of Lakeview, VLED 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, including but not limited to 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.
- 5.07 Contractor is responsible for any and all tax liabilities which may be imposed under the State of Ohio, Department of Taxation.
- 5.08 The Contract shall be binding upon and shall inure to the benefit of VLED 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 VLED shall be effective unless the same is in writing and signed by a duly authorized representative of VLED.

- 5.09 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 Power Distribution Manager, Village of Lakeview, 126 N. Main St Lakeview, Ohio 43331 on behalf of VLED, or if to Contractor:

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.

- 5.10 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, that are not incorporated herein as part of this document.

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:

(TITLE)

CONTRACTOR:

By _____

(TITLE)

ATTEST:

By _____
Executive Assistant

Village of Lakeview Electric Dept.

By _____
Village administrator

EXCEPTIONS

Any and all exceptions that Bidder takes to the attached Specifications and Contract Documents shall be listed below 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.

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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.

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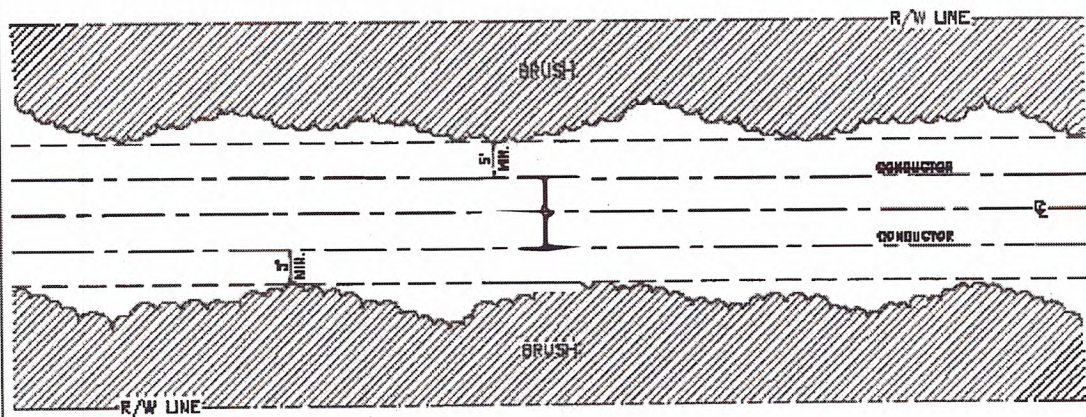
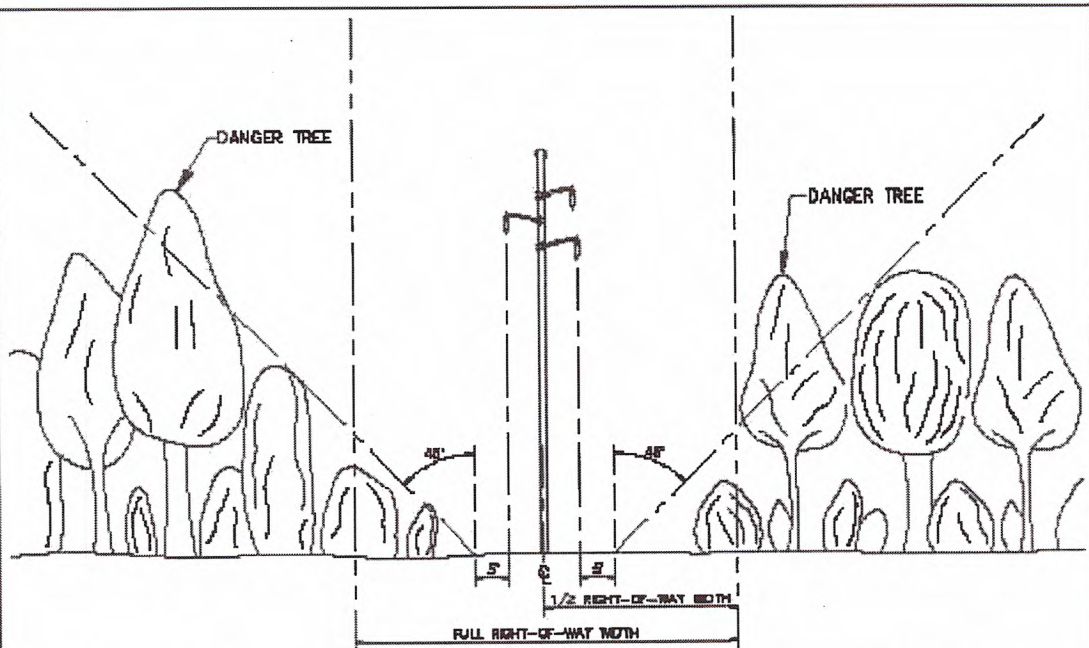
ADDENDA

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.

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APPENDIX A

Preferred Methods of Trimming Trees and Clearing Rights of Way



NOTES:

- 1- Danger trees shall be removed or topped.
- 2- Contour of clearing shall utilize natural foliage growth lines.
- 3- Designate full width as RW-U (width), 1/2 width as 1/2-RW-U (width).

UNDULATED RIGHT-OF-WAY CLEARING GUIDE

RUS EQUIVALENT:
TM-14, 14(1), 13

DWG. No.

RW-U (WIDTH)

DATE	REVISION	DATE	REVISION

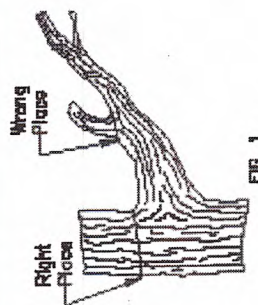


FIG. 1

Method of Removing In Even Last Spreading Head.
By cutting the upright growing branches, a tree with a low spreading head may be formed.



FIG. 2

Wrong Way to Remove A Heavy Limb. (a) saw cut (b) bark and wood strip ped from the trunk.

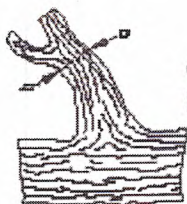


FIG. 3

Right Way to Remove A Heavy Limb—First Step. First cut is made on the under side of limb 8 to 12" beyond final cut & about half-way through the limb. Second cut is made on inch or two beyond and continued until limb falls. For small branches, omit this step.

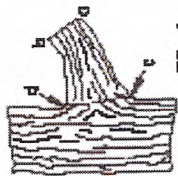


FIG. 4

The Right Way to Remove A Heavy Limb—Second Step. Third cut (c) is made close to the trunk so as to leave no projecting stub. Fourth cut (d) is made downward to (c) and will avoid stripping the bark along trunk.

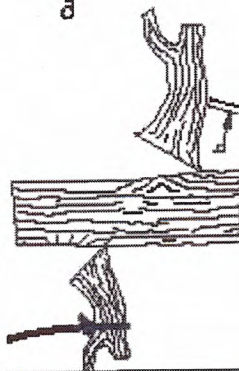


FIG. 5

Two Methods of Removing A Heavy Limb. Only one cut is necessary. Support the limb by a rope attached at (a), or by a firmly placed prop (b). The rope and prop should be started to swing the limb to swing away from the trunk. The method shown in Fig. 3 & 4 is preferred.

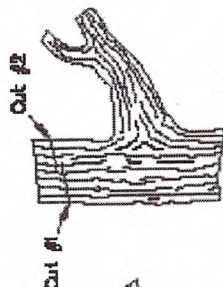


FIG. 6

Removal Of A Vertical Limb. Make cut at angle to prevent water from collecting and producing rot.



FIG. 7

Treatment of Snag. If upper and lower ends of the snag are beveled or squared, they should be pointed as indicated by the broken lines. If the shoulder has not been removed, pointing is not important.

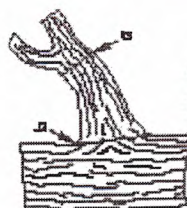


FIG. 8

Removal Of Projecting Stub. This limb was cut at the point marked (a); it should have been cut at (b) to prevent decay.

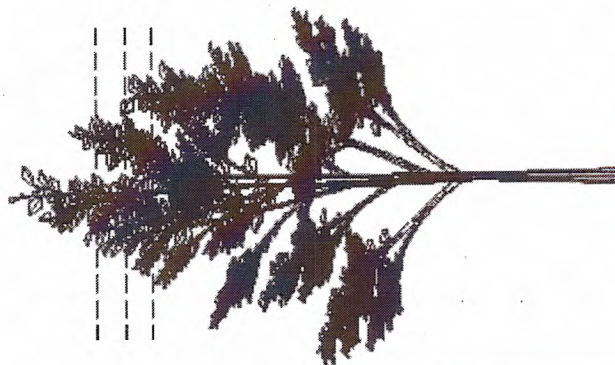
TREE TRIMMING REMOVING LARGE BRANCHES

RUS EQUIVALENT:
13kv: M22-2

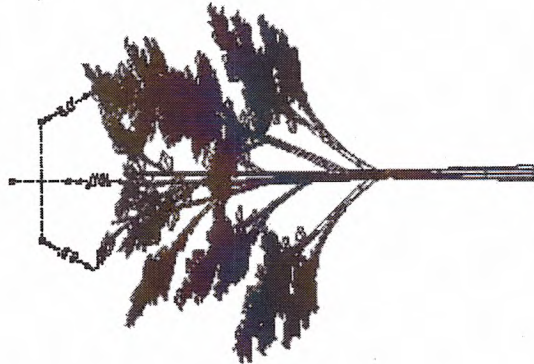
DWG. No.

TT-1

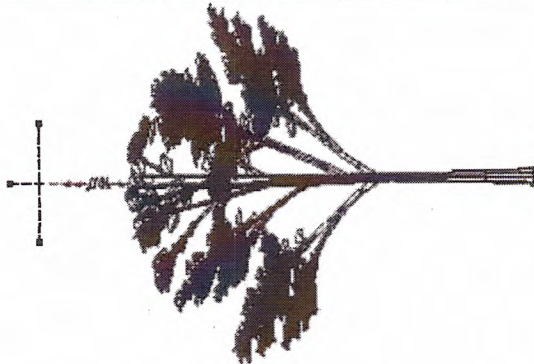
DATE	REVISION	DATE	REVISION



BEFORE TRIMMING



WORKING WAY



RIGHT WAY

RECOMMENDED MINIMUM CLEARANCES			
CLEARANCES	PRIMARY	SECONDARY	PRIMARY
TOP OF TREE	10'	10'	10'
SIDE OF TREE	10'	10'	10'
OVERHANGING OF LIMBS	10'	10'	AVOID
TO MAIN TRUNK	10'	10'	AVOID

- NOTES:
1. TRIM TREES TO RETAIN NATURAL SYMMETRY.
 2. DO NOT USE LINEMAN'S CLIMBERS ON TREES.

TREE TRIMMING GUIDE			
RUS EQUIVALENT: 15kv: M22-1		DWG. No. TT-2	
DATE	REVISION	DATE	REVISION

APPENDIX B

Performance Evaluation Form (Future)

PERFORMANCE EVALUATION

Power Line Right of Way Clearance and Tree Trimming Crews

Company Name: _____ Date: _____

Period Covered: _____ Foreman: _____

Work Location(s): _____

Area: _____ Urban _____ Rural

Traffic Conditions: _____ Low _____ Medium _____ High

Tree Density: _____ Low _____ Medium _____ High

Was Stump Spray Used?: _____ Yes _____ No

SCORED EVALUATION

		Points Possible	Score
A.)	<u>Clearance Obtained</u>		
	Consistently Obtains Contract Clearances	10	
	Attempts To Remove Trees Rather Than Only Trim	10	
	Clears Right Of Way To Width Of Original Cutting	10	
		30	<input type="text"/>
B.)	<u>Quality Of Work</u>		
	Trims Trees In Accordance With Contract Guidelines	10	
	Leaves Right Of Way With Proper Appearance	10	
	Satisfies Demands Of Property Owners & Public Authorities	10	
		30	<input type="text"/>
C.)	<u>Crew Performance</u>		
	Crew Members In Regular Attendance On Job	5	
	Equipment Functions Properly And Efficiently	5	
	Competency And Initiative Of Crew Personnel	5	
	Work Performed In A Safe And Professional Manner	5	
		20	<input type="text"/>
D.)	<u>Quantity Of Work</u>		
	Overall Amount Of Right Of Way Clearing And Tree Trimming Work Performed	20	
		20	<input type="text"/>

Total Grade: A + B + C + D =

Total Score: _____

Crew Rating System

Excellent/Outstanding:	96 - 100
Exceeds Expectations:	91 - 95
Satisfies Expectations:	85 - 90
Needs Substantial Improvement:	71 - 84
Unsatisfactory:	70 or below

Crew Foreman: _____

CUB Evaluator: _____

* Always Give Copy of Evaluation To Crew Foreman and General Foreman *

APPENDIX C

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

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

APPENDIX D

Certificate of Insurance – To be attached by Contractor