



# COVER PAGE

## Bid Proposal #2017

### Trimming & Removal of Trees & Limbs Around High Voltage Lines

Sealed bids and electronic submitted bids for the above will be received until **10:00 AM CDT, Tuesday, April 7, 2015**, 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:**

**[www.bidsync.com](http://www.bidsync.com)**

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. To submit electronically, go to [www.bidsync.com](http://www.bidsync.com).

Complete bid specifications are available for viewing and downloading at the City of Alexandria's website [www.cityofalexandriala.com](http://www.cityofalexandriala.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:	<u>Sue Ducote, Senior Buyer</u>
Phone Number:	<u>(318) 441-6182</u>
Fax Number:	<u>(318) 619-3412</u>
E-Mail Address:	<u><a href="mailto:sue.ducote@cityofalex.com">sue.ducote@cityofalex.com</a></u>



Joe C. Despino  
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, April 7, 2015**, and publicly opened in the Council Chambers or Council Committee Room.

City of Alexandria Bid #2017  
Page: 1 of 15  
Date Specifications Prepared: February 27, 2015

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

### **TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

(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 the service of **Trimming and Removal of Trees and Limbs Around High Voltage Lines** for the Electric Distribution Department. This service is to be used by the Electric Distribution Department on an "AS NEEDED" basis only; NO quantities are given or guaranteed. The successful bidder shall perform the specified work, at the quoted bid prices, for a period of twelve (12) months beginning MAY 1, 2015 through APRIL 30, 2016. Contingent upon the availability of funds, and the ability of the successful bidder to honor the quoted bid prices, the City reserves the right to renew the existing contract for a period of up to two (2) additional years, in one year increments. Should the Electric Distribution's funds for this service be exhausted before the end of the current budget period, the Electric Distribution Department will immediately cease issuing work orders to the awarded Contractor.

A mandatory pre-bid conference shall be held on Thursday, March 19, 2015, 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:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

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**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:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

**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:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

**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. The *AFEAT* Program should be inquired about through the Division of Finance.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

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*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](http://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.

Sincerely,

City of Alexandria

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

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**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. Contractor shall fill in the appropriate hourly and overtime hour rates as indicated on the Bid Form. 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. Contractor should also attach proof of dielectric testing of any aerial device that shall be used for tree trimming around high voltage lines. This information should be attached to the specifications and made part of the Contractor's proposal.

**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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

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**SPECIFICATIONS (Continued)**

**3. Assignment of Workers & Equipment (Continued):**

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:**

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. Copies of testing shall be furnished to the Owner's designated Superintendent and maintained under strict confidentiality. No employee of the Contractor who fails the test shall be allowed to work on the Owner's property.

All employees must meet the requirements of OSHA 1910-269 or most current standard. The Contractor shall furnish a letter verifying which employees are certified and the status of any employees who are not certified.

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. A record of each employee's experience shall be provided to the Owner upon request.

**6. Term of Contract:**

The term of this contract shall be for a period of twelve (12) months, beginning May 1, 2015 through April 30, 2016. The Owner reserves the right to terminate this contract at any time that the Director of Utilities determines that the Contractor is not properly performing his work or is not able to furnish the number of crews and the type and quality of equipment required by the Owner. At the discretion of the Owner, the contract may be extended for two (2) additional years, renewable in one (1) year increments.



**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

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**SPECIFICATIONS (Continued)**

**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. 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 for the work performed on a weekly basis and the Owner shall process payment after verification of the invoices.

**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. 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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

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**SPECIFICATIONS (Continued)**

**12. Number of Crews (Continued):**

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 provided to oversee all crews.

**13. General Foreman:**

At the option of the Owner, the Contractor shall furnish a General Foreman. This 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:**

The Crew Foreman must have a cell phone for the purpose of contacting the Owner's representative(s) concerning work in progress by Contractor crews.

**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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

**SPECIFICATIONS (Continued)**

**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 "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 of 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

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

**SPECIFICATIONS (Continued)**

**19. Indemnification of City of Alexandria by Contractor (Continued):**

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.

**20. Verification of Employees Involved in Public Contract Work:**

Pursuant to Louisiana R.S. 38:2212.10 (C) (1) and (C) (2), 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 and piece of equipment listed.

Digital pagers 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 - 2008, Pruning Revision for Tree, Shrub and Other Woody Plant Management - Standard Practices (Pruning)*, or most current standard.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

**SPECIFICATIONS (Continued)**

**23. Use of Herbicides:**

The City of Alexandria shall be provided with a list of all herbicides used in conjunction with work performed under this contract right-of-way clearing, which involves spraying. 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:**

Bucket trucks shall be equipped with a dump/chip compartment. Trucks shall be equipped with the necessary equipment to complete each job. The equipment shall include, but not be limited to:

- a. Two (2) chain saws;
- b. Hydraulic circle saw;
- 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. Two (2) power pruners shall be available for use at all times;
- i. Motorized extension saw, one for each truck;
- j. Each truck shall carry a minimum of ten (10) traffic cones;
- k. Contractor shall have available for immediate use, signage per the latest edition of Manual of Uniform Traffic Control Devices (MUTCD);
- l. 800 MHz radio for communication with Owner representative.

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

- a. 4X4 Crew Truck with tank mounted for diesel fuel for equipment;
- b. Fecon Mower with Kershaw (with rubber tires), minimum 200 horsepower, or equal, to shred brush, undergrowth, small trees, stumps, roots, etc.;
- c. Jarraff (with rubber tires), or equal, all-terrain tree trimmer;
- d. Backyard Buggy with bucket (track type), minimum reach of 40 feet;
- e. Self-feeding Chipper. Contractor is responsible for disposal of chips and debris. Disposal of chips and/or debris should take no more than one hour of daily work time.
- f. Tractor and lowboy trailer capable of hauling Jarraff or Fecon as needed.

Trucks inspected by Owner and found to lack proper equipment shall be shut down until properly equipped.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:  
TRIMMING & REMOVAL OF TREES & LIMBS AROUND HIGH VOLTAGE LINES**

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**SPECIFICATIONS (Continued)**

**26. Evaluating Bids:**

Bids shall be evaluated on the following criteria:

1. Unit cost per hour, times estimated usage hours per year.
2. General qualifications and experience of Contractor's employees.
3. Adequate equipment and manpower.
4. Availability of Contractor.

**END OF SPECIFICATIONS**