

**CITY COUNCIL/ELECTRICAL
ADVISORY COMMITTEE**

December 7, 2011 – 6:00 p.m.

Regular Meeting

CITY COUNCIL

Leo Evans, Mayor
Brady Nelson, Mayor Pro-tem
Patricia Baribeau, Council Member
Walter Baker, Council Member
Ronald Beauchamp, Council Member

ADMINISTRATION

James V. O'Toole, City Manager
Robert S. Richards, CMC, City Clerk
Ralph B.K. Peterson, City Attorney
Mike Furmanski, Electrical Superintendent
Michael Dewar, City Controller
Thomas Butz, Power System Engineering

ELECTRICAL ADVISORY COMMITTEE

Vacant, Chairperson
Ann Bissell, Vice Chairperson
Larry Arkens, Committee Member
Glendon Brown, Committee Member
Donald Racicot, Committee Member
Tim Wilson, Committee Member
John Anthony, Committee Member
Vacant Seat

Escanaba City Council Chambers: 410 Ludington Street - Escanaba, MI 49829

Meeting Agenda

Wednesday, December 7, 2011

CALL TO ORDER
ROLL CALL
APPROVAL/ADJUSTMENTS TO THE AGENDA
CONFLICT OF INTEREST DECLARATION

NEW BUSINESS

- 1. Election of Electrical Advisory Committee Chairperson.**
Explanation: As a result of the recent City Council election, Chairperson Ronald Beauchamp has vacated his seat on the Electrical Advisory Committee. A new Chairperson needs to be appointed to fill the now vacant seat.
- 2. Update - Electric Department -Distribution Operations**
Explanation: Electrical Superintendent Mike Furmanski will discuss current departmental activities and operations. A Pole Replacement RFP and a Tree Trimming RFP will also be discussed.
- 3. Update- Operation and Maintenance of Power Plant - Pro Energy Services, Inc.**
Explanation: Pro Energy Services, Inc. will update the City Council, Electrical Advisory Committee and Citizens of Escanaba on the status of the operation and maintenance of the power plant.

4. **Discussion- Purchase Power Contract.**

Explanation: Administration will provide a summary of the key terms and conditions being negotiated for the purchase power agreement. Representatives from Nextera will be attending the meeting and will also provide an introductory presentation on the services they are discussing offering with the City of Escanaba.

5. **Discussion - Purchase Power Strategy - Timing of All Requirements Power Purchase.**

Explanation: Administration will present information showing a range of impacts of locking into a purchase power contract for early 2012 vs. delaying the decision until later in 2012 or 2013. The strategy of purchased power contracts and how it relates to market agent services will also be discussed.

6. **Update - Fuel Streamers Group Asset and Sales Status.**

Explanation: Administration will update the City Council and Electrical Advisory Committee on the status of negotiations with the Fuel Streamers Group.

7. **Discussion - Monthly Power Costs.**

Explanation: Administration will present a summary of monthly costs including the power costs in the MISO market.

8. **Discussion - Plant Sale Contingency Options**

Explanation: Administration will lead a discussion on options available for the Escanaba Generation facilities should a plant sale not materialize. Various option outlines and timeframes will be reviewed and discussed.

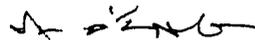
GENERAL PUBLIC COMMENT

COMMISSION/STAFF COMMENT AND ANNOUNCEMENTS

ADJOURNMENT

The City of Escanaba will provide all necessary, reasonable aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting/hearing upon five days notice to the City of Escanaba. Individuals with disabilities requiring auxiliary aids or services should contact the City of Escanaba by writing or calling City Hall at (906) 786-9402.

Respectfully Submitted,



James V. O'Toole
City Manager

DRAFT

NOTICE TO BIDDERS

Sealed bids will be received by the City of Escanaba at the office of the City Clerk, on or before 2:00 p.m. - local time - on December 16, 2011.

Request for Proposal – Line Clearing/Tree Trimming Services

The bids will be publicly opened and read in the City Clerk's Office at said time and date.

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

Request for Proposal – Line Clearing/Tree Trimming Services

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

A certified check, cashier's check, or Bidder's Bond, drawn payable - without condition - to the City of Escanaba, Michigan, in an amount not less than 10% of the bid will be submitted with each proposal as a guarantee that if the bid is accepted, the bidder will furnish materials or services as stated in his/her proposal. On failure of the successful bidder to fulfill the conditions of his/her proposal, he/she shall forfeit said deposit to the City of Escanaba, Michigan, as liquidated damages. The acceptance of the proposal will be contingent upon the bidder's acceptance of this provision.

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

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

Any questions concerning this bid should be directed to the City of Escanaba Electric Superintendent, Mike Furmanski @ (906) 786-0061 or mfurmanski@escanaba.org.

LIST OF BIDDERS

Asplundh Tree Expert Company
Attn: Dean Delsman
5907 Municipal Street
Schofield, WI 54476

Bugle Contracting Inc.
Attn: Ron Sanville
7542 J Road
Gladstone, 49837

Gene's Tree Service
Attn: Mike Rymkös
905 So 19th St
Escanaba, MI 49829

Great Heights Tree Service
Attn: Glenn Smith
4411 County 416 20th Road
Gladstone, MI 49837

T&S Contracting
Attn: Terry Alexander
11830 U.S. 41
Rapid River, MI 49878

Valiquette Tree Service
Attn: Nick Valiquette
6068 23rd Lane
Gladstone, MI 49837

Table of Contents

Table of Contents	1
Instructions to Bidders	4
1. Scope of the Bid	4
2. Eligible Bidders	4
3. Corrupt, Fraudulent, Collusive, and Coercive Practices	4
4. Content of the Bidding Document	4
5. Clarification of the Bidding Documents	5
6. Amendments to the Bidding Documents	5
7. Cost of the Bidding	5
8. Period of Validity of the Bids	5
9. Submission of the Bids & Use of Official Bid Template	6
10. Clarification of the Bids	6
11. Bids Evaluation	6
12. Notification of Award and Performance Guarantee	6
13. Purchaser's Right to Alter the Quantity of the Requirement	6
Work Specifications	7
Safety	7
Technical Specifications	8
Special Work Considerations	8
Notifications	9
Schedule	9
Requirements Prior to Start of Construction	9
Official Bidder's Proposal	10
Appendix A: Insurance	12

Instructions to Bidders

1. Scope of the Bid

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

2. Eligible Bidders

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

4. Content of the Bidding Document

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

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

5. Clarification of the Bidding Documents

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

6. Amendments to the Bidding Documents

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

7. Cost of the Bidding

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

8. Period of Validity of the Bids

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

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

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

10. Clarification of the Bids

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

11. Bids Evaluation

- 11.1 The City of Escanaba, Michigan shall conduct a technical evaluation of the bids received and forward the result of their technical evaluation to the Escanaba City Council.
- 11.2 The Council shall then convene and evaluate the bids received and the technical evaluation result prepared by the City of Escanaba, Michigan. The Council shall determine the bid that is most favorable to the City of Escanaba, Michigan and shall submit its recommendation to the City.
- 11.3 Bids shall be evaluated using the following factors:
- Prices offered
 - Schedule
 - Payment Terms
 - Technical Compliance of the Work
- 11.4 The City of Escanaba, Michigan reserves the right to accept or reject any or all bids, and to annul the bidding process any time prior to contract award, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the City of Escanaba, Michigan's action.

12. Notification of Award and Performance Guarantee

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

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

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

Work Specifications

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

We are requesting a lump sum bid for our scheduled work and hourly rates for any unscheduled work. These prices are to be all-inclusive and include supervisory costs.

Further detail pertaining to the Contractor's responsibilities and scope of Work are contained in the Technical Specifications section and attached appendices.

Safety

The Contractor shall comply with all pertinent federal, state, and local laws, rules, and regulations in regards to work performed for the City of Escanaba Electric Department. All lifts and other equipment used near energized lines must have passed a recent dielectric test. All tools used near energized lines must be insulated.

The Contractor must notify the City of Escanaba Electric Department immediately of any and all contacts with primary conductors.

Technical Specifications

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

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

All tall growing trees and brush shall be cut or trimmed to give a 7' minimum clearance from primary wires on three phase circuits, a 5' clearance from primary wires on single phase circuits, and a 5' minimum clearance from secondary wires, unless unable to obtain necessary permission to do so. Trimming shall eliminate any growth that is capable of hanging down and contacting the primary conductor for several year's growth. The stumps of all trees cut down shall be cut flush with the surrounding ground.

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

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

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

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

Special Work Considerations

All clearing work is to take place between the hours of 7:30am and 4:00pm on weekdays that are not recognized as holidays.

The breaker feeding the circuit being worked on must be set to "one-shot" before work is started each day. The breaker must be set back to "normal" at the end of each work day.

The person who knows the location and work schedule of the Contractor's crews needs to report work location daily to the City of Escanaba Electric Department and be readily accessible by phone, radio, or pager.

The Contractor must supply a list of references with contact names and phone numbers. This list must be for work performed on energized power lines and include the dollar amounts of said contracts.

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

Notifications

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

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

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

Schedule

The Contractor shall be expected to commence Work as soon as available or as directed by the City of Escanaba. The latest anticipated completion date for the work is June 15th, 2012 and no additional work shall occur beyond that date unless authorized by the City of Escanaba.

Requirements Prior to Start of Construction

The Contractor must meet certain requirements set by the City of Escanaba before starting any part of the Work outlined in this Document. Please see Appendix A: Insurance for the necessary forms and/or procedures to meet the requirements for this Work.

Please contact Michael Furmanski with any questions pertaining to these bid specifications.

Michael Furmanski
Electric Superintendent

City of Escanaba
Electric Department
1711 Sheridan Rd.
Escanaba, MI 49829
mfurmanski@escanaba.org
Office: 906-786-0061
Cell: 906-280-8757
Fax: 906-786-0791

Official Bidder's Proposal

Date: _____

City of Escanaba
Escanaba, MI 49829

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

Hourly Rates for Trimming

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

Three (3) man crew with 55' working height bucket truck, chipper, pickup truck, and all necessary equipment on the job, including, but not limited to: signage, ropes, climbing equipment, saws, fuels, lube, etc. \$ _____ / hour

Four (4) man crew with 55' working height bucket truck, chipper, pickup truck, and all necessary equipment on the job, including, but not limited to: signage, ropes, climbing equipment, saws, fuels, lube, etc. \$ _____ / hour

Soonest Available Start Date: _____

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF:

\$ _____
(Must be included to qualify)

12/2/2011

SUBMITTED BY:

FIRM: _____

ADDRESS: _____

NAME (PRINT): _____

SIGNED: _____

TITLE: _____

Appendix A: Insurance

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

Workers Compensation

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

Comprehensive General Liability

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

Comprehensive Auto Liability

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

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

Draft

NOTICE TO BIDDERS

Sealed bids will be received by the City of Escanaba at the office of the City Clerk, on or before 2:00 p.m. - local time - on December 16, 2011.

Request for Proposal – Distribution Pole Replacement Project

The bids will be publicly opened and read in the City Clerk's Office at said time and date.

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

Request for Proposal – Distribution Pole Replacement Project

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

A certified check, cashier's check, or Bidder's Bond, drawn payable - without condition - to the City of Escanaba, Michigan, in an amount not less than 10% of the bid will be submitted with each proposal as a guarantee that if the bid is accepted, the bidder will furnish materials or services as stated in his/her proposal. On failure of the successful bidder to fulfill the conditions of his/her proposal, he/she shall forfeit said deposit to the City of Escanaba, Michigan, as liquidated damages. The acceptance of the proposal will be contingent upon the bidder's acceptance of this provision.

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

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

Any questions concerning this bid should be directed to the City of Escanaba Electric Superintendent, Mike Furmanski @ (906) 786-0061 or mfurmanski@escanaba.org.

LIST OF BIDDERS

- 1. M. J. ELECTRIC LLC**
P. O. Box 686
200 West Frank Pipp Drive
Iron Mountain, MI 49801
Phone: (906)-774-8000
Fax: (906)-779-4217

- 2. NORTH ELECTRIC INC.**
1003 Wisconsin Avenue
Gladstone, Michigan 49837

Phone: (906)-428-1996

- 3. HYDAKER WHEATLAKE Company**

Utility Supply and Construction
420 Roth Street P.O. Box 88
Reed City, MI 49677

Phone: (800) 832-2297
Fax: (231) 832-2490

- 4. MICHELS POWER**
1775 E. Shady Lane
Neenah, WI 54956
Phone: (920)-720-5200
Fax: (920)-720-5214

- 5. Kent Power**
90 Spring Street
Kent City, Michigan 49930
(616)-678-5775 phone
(616)-678-4100 fax

Table of Contents

Table of Contents	1
Instructions to Bidders.....	4
1. Scope of the Bid.....	4
2. Eligible Bidders	4
3. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	4
4. Content of the Bidding Document.....	5
5. Clarification of the Bidding Documents.....	5
6. Amendments to the Bidding Documents	5
7. Cost of the Bidding	5
8. Period of Validity of the Bids	5
9. Submission of the Bids & Use of Official Bid Template	6
10. Clarification of the Bids	6
11. Bids Evaluation	6
12. Notification of Award and Performance Guarantee	6
13. Purchaser’s Right to Alter the Quantity of the Requirement	6
Work Specifications	7
Technical Specifications.....	7
Special Work Conditions	8
Materials.....	8
Schedule	8
Requirements Prior to Start of Work.....	8
Submitting Proposals.....	9
Official Bidder’s Proposal.....	10
Appendix A: Pole Number Listing for Replacement	12
Appendix B: Pole Locations	32
Appendix C: Insurance and Conditions:.....	33
Insurance Requirements.....	33
Special Conditions.....	34

Instructions to Bidders

1. Scope of the Bid

- 1.1 The City of Escanaba, Michigan invites bids for **Replacement of Power Distribution Poles** hereto referred as "**Work**". The City of Escanaba is looking for quotations and/or proposals covering the labor associated with the replacement, installation, and removal/disposal of power distribution poles. The Work is specified in greater detail later in this document.

2. Eligible Bidders

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

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- 3.1 The City of Escanaba, Michigan requires that all bidders, manufacturers, contractors, or distributors observe the highest standard of ethics during procurement and execution of all contracts. The City of Escanaba, Michigan shall reject any Bids put forward by Bidders or, where applicable, terminate their contract if it is determined that they have engaged in corrupt, fraudulent, collusive, or coercive practices. In pursuance of this document, the City of Escanaba, Michigan, defines, for the purposes of this provision, the terms set forth below as follows:
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- 3.2 The City of Escanaba, Michigan will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.

4. Content of the Bidding Document

- 4.1 The following documents shall comprise the Official Bidding Documents (hereinafter referred to as the "Documents")
- a. Invitation to Bid
 - b. Instruction to Bid
 - c. Work Description and Technical Specifications
 - d. Official Bid Template
- 4.2 Bidders are expected to fully read and examine the contents of all the documents comprising the Official Bidding Documents and must fully comply with all the requirements set forth in the Documents. The City of Escanaba, Michigan reserves the right to reject any or all bids that do not comply with any provision in the "Documents".

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

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- 6.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding to them.
- 6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the City of Escanaba, Michigan, at its discretion, may extend the deadline for the submission of bids.

7. Cost of the Bidding

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

8. Period of Validity of the Bids

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

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

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

10. Clarification of the Bids

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

11. Bids Evaluation

- 11.1 The City of Escanaba, Michigan shall conduct a technical evaluation of the bids received and forward the result of their technical evaluation to the Escanaba City Council.
- 11.2 The Council shall then convene and evaluate the bids received and the technical evaluation result prepared by the City of Escanaba, Michigan. The Council shall determine the bid that is most favorable to the City of Escanaba, Michigan and shall submit its recommendation to the City.
- 11.3 Bids shall be evaluated using the following factors:
- Prices offered
 - Schedule
 - Payment Terms
 - Technical Compliance of the Work
- 11.4 The City of Escanaba, Michigan reserves the right to accept or reject any or all bids, and to annul the bidding process any time prior to contract award, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the City of Escanaba, Michigan's action.

12. Notification of Award and Performance Guarantee

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

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

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

Work Specifications

The City of Escanaba is currently replacing poles that have been identified as unfit for further service in the distribution system. It is the intent of the City of Escanaba to hire a qualified Contractor to replace power distribution poles separately identified by the City of Escanaba Electric Department. The Work performed by the Contractor is labor only and does not include a request for replacement materials.

In general, the Work requested by the Contractor is as follows:

- Install new power distribution poles and power distribution equipment for poles identified by the Escanaba Electric Department.*
- Identify existing equipment unfit for use and replace with new equipment.*
- Call the Miss Dig system where as needed during pole replacement.

** All power distribution poles, equipment, fixtures, etc. will be provided and supplied by the City of Escanaba Electric Department inventory. The Contractor is required to supply all labor, tools, and working equipment as needed to perform the Work specified in this document.*

Further detail pertaining to the Contractor's responsibilities and scope of Work are contained in the Technical Specifications section and attached appendices.

Technical Specifications

A listing of poles for replacement is included in **Appendix A: Pole Replacement Priority & Identification**. Additionally, a map detailing the pole locations is given in **Appendix B: Pole Locations**.

The poles to be replaced in this proposal are typical of many distribution systems with a variety of hardware. All cross arms, cross arm brackets, cutouts, arrestors, bolts, guy attachments shall be replaced with new material. The majority of the poles will be a direct replacement with few materials being recycled. Exceptions to this would be: all 35' primary poles must be replaced instead with 40' poles; all 40' poles with two (2) primary circuits must be replaced with 45' poles. Many of the existing poles are also lacking strain insulators or porcelain guy insulators. All new down guys must have both fiberglass strains and porcelain guy insulators installed.

To reiterate, all materials will be provided by the City of Escanaba Electric Department from our warehouse located at 1711 Sheridan Road, Escanaba, MI. This location is noted in **Appendix B: Pole Locations**.

Many of the poles that will be replaced under this contract will have non-power wires attached to them. Please indicate in the proposal how these other attachments will be addressed.

Special Work Conditions

The Contractor must also abide by or comply with certain special conditions for the work that is being performed. These conditions include but are not limited to:

- a. All work must be performed between 7:30 am and 4:00 pm, Monday – Friday.
- b. The Contractor must inform the Escanaba Electric Department where they will be working on a daily basis.
- c. The Contractor must provide the Escanaba Electric Department with cell phone number(s) for their crew(s).
- d. Anytime “live” work is to be performed, the circuit must be placed on “one-shot” AKA “non-reclosing” condition.
- e. All power must stay on at all times, unless permission can be obtained by the affected customer(s) for an outage. All outages must be as short of duration as possible.
- f. Poles that are removed by the Contractor must be disposed of at a location determined by the Escanaba Electric Department.

Materials

All materials associated with poles that are to be replaced during the Work shall be provided by the City of Escanaba. Materials that the Contractor will be responsible for include working tools and working equipment (aerial/derrick trucks) needed for pole replacement.

Schedule

The Contractor will commence work on a start date determined by the City of Escanaba. Contractors should note the soonest available start date with their proposal. The Contractor shall be expected to complete the Work by June 15, 2012 or as directed by the City of Escanaba and to proceed according to the schedule set by the City. No additional work shall occur beyond that date unless authorized by the City of Escanaba.

Requirements Prior to Start of Work

The Contractor must meet certain requirements set both by the City of Escanaba and any applicable safety standards before starting any part of the Work outlined in this Document. Please see **Appendix C: Insurance and Conditions** for the necessary forms and/or procedures to meet the requirements for this Work.

Submitting Proposals

Bidders shall at least use the Official Bidder's Proposal when submitting their bids. The priced proposal or quotation shall be formatted to include the costs and timeline for the replacement of poles. Proposals are due in the Clerk's office by 2:00 pm on or before December 16, 2011.

Please send your proposal to: Robert Richards, City Clerk
The City of Escanaba – City Hall
PO Box 948
410 Ludington Street
Escanaba MI 49829

Please contact Electric Department Superintendent, Michael Furmanski, with any questions pertaining to these bid specifications.

Michael Furmanski
Electric Superintendent

City of Escanaba
Electric Department
1711 Sheridan Rd.
Escanaba, MI 49829
mfurmanski@escanaba.org
Office: 906-786-0061
Cell: 906-280-8757
Fax: 906-786-0791

Attachments
Official Bidder's Proposal
Appendix A: Pole Replacement Priority & Identification
Appendix B: Pole Locations
Appendix C: Insurance Requirements and Conditions

Official Bidder's Proposal

Date: _____

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the City of Escanaba, Michigan, labor and machinery or equipment, in accordance with the attached minimum specifications, which are part of this proposal, at the following prices:

Lump Sum for defined project: \$ _____

If possible, please provide a sum of the individual unit prices listed in Appendix A.

Hourly rates for Crews for **additional work not defined** in this proposal:

Digger/Derrick Truck and 2__ or 3__ person Crew \$ _____

Bucket Truck and 2__ or 3__ person Crew \$ _____

Estimated Start Date: _____

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF:

\$ _____
(Must be included to qualify)

Please describe how non-electrical pole attachments will be addressed:

12/2/2011

SUBMITTED BY

FIRM:

ADDRESS:

NAME (PRINT):

SIGNED:

TITLE:

Appendix A: Pole Replacement Priority & Identification

For the following units, Contractors should provide an approximate cost for each and submit that total as a lump sum within the Official Bidder's Proposal.

The units/figures below are ranked in priority order as to the pole replacement schedule.

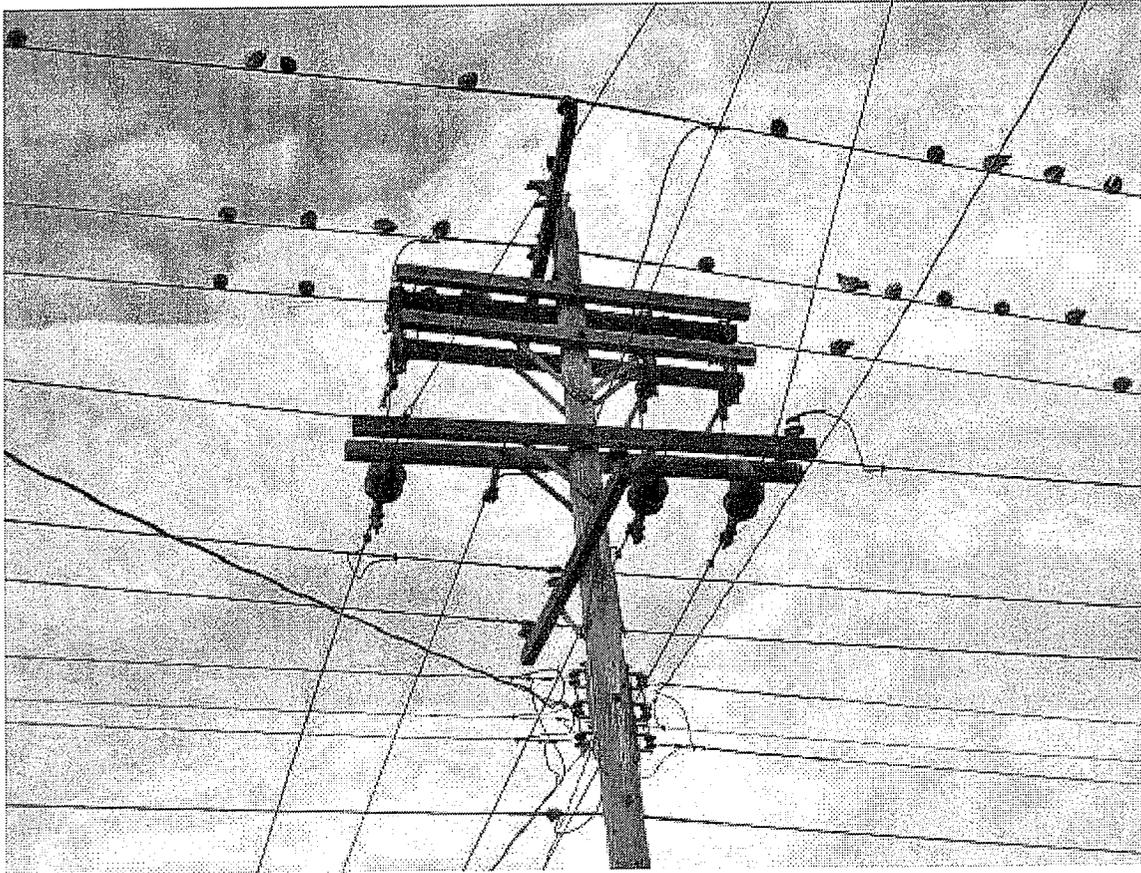


Figure 1 – 60

Pole Class - Size	Class III – 40'
Approximate Address	Intersection of 15 th Ave. N. and Stephenson Ave.
Approximate RUS Unit Assemblies	D1.83, C5.31, S2.31, S1.3
Special Notes	Pole has secondary wire racks. Pole has attachments by others.

Bid Price: _____

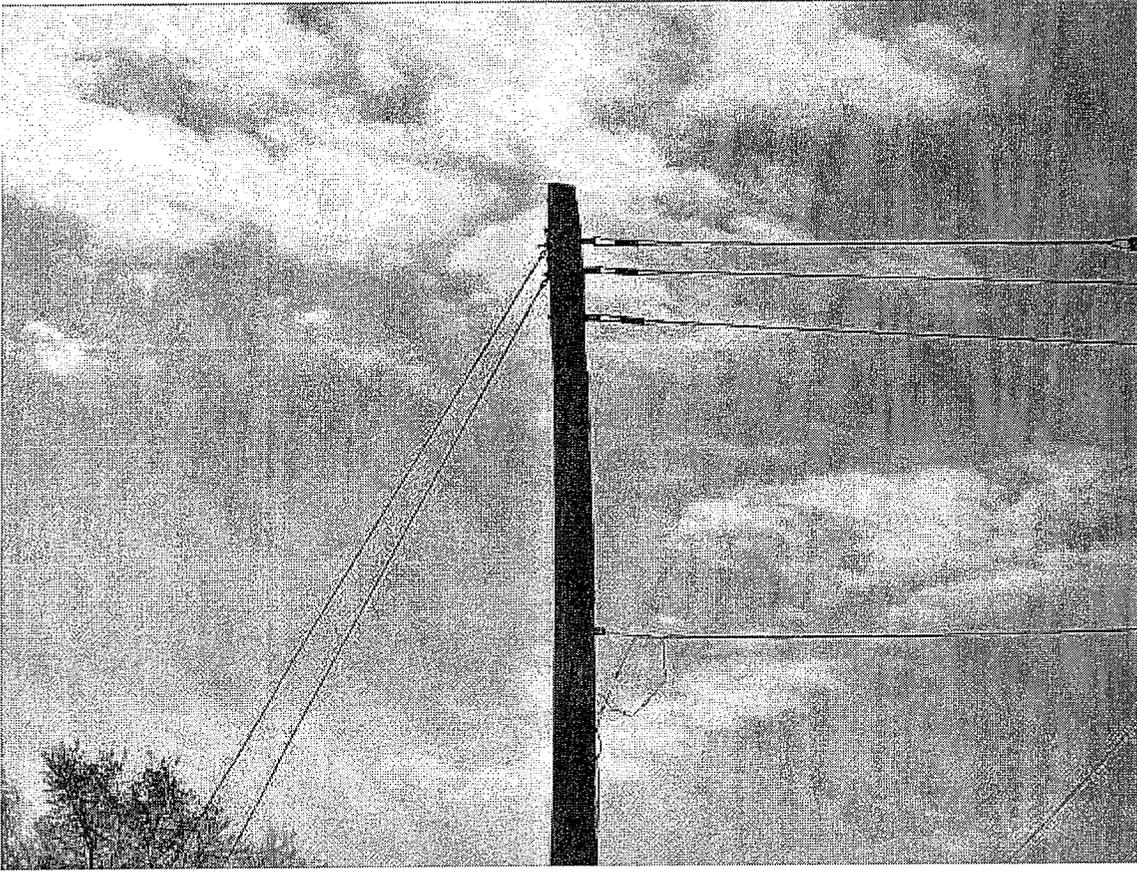


Figure 2 – 61

Pole Class - Height	Class III – 40'
Approximate Address	Alley near intersection of 15 th Ave. N. and Stephenson Ave.
Approximate RUS Unit Assemblies	(3) E1.4, E2.1G
Special Notes	Pole provides overhead guy support for pole #60. Pole has underground wire drop.

Bid Price:

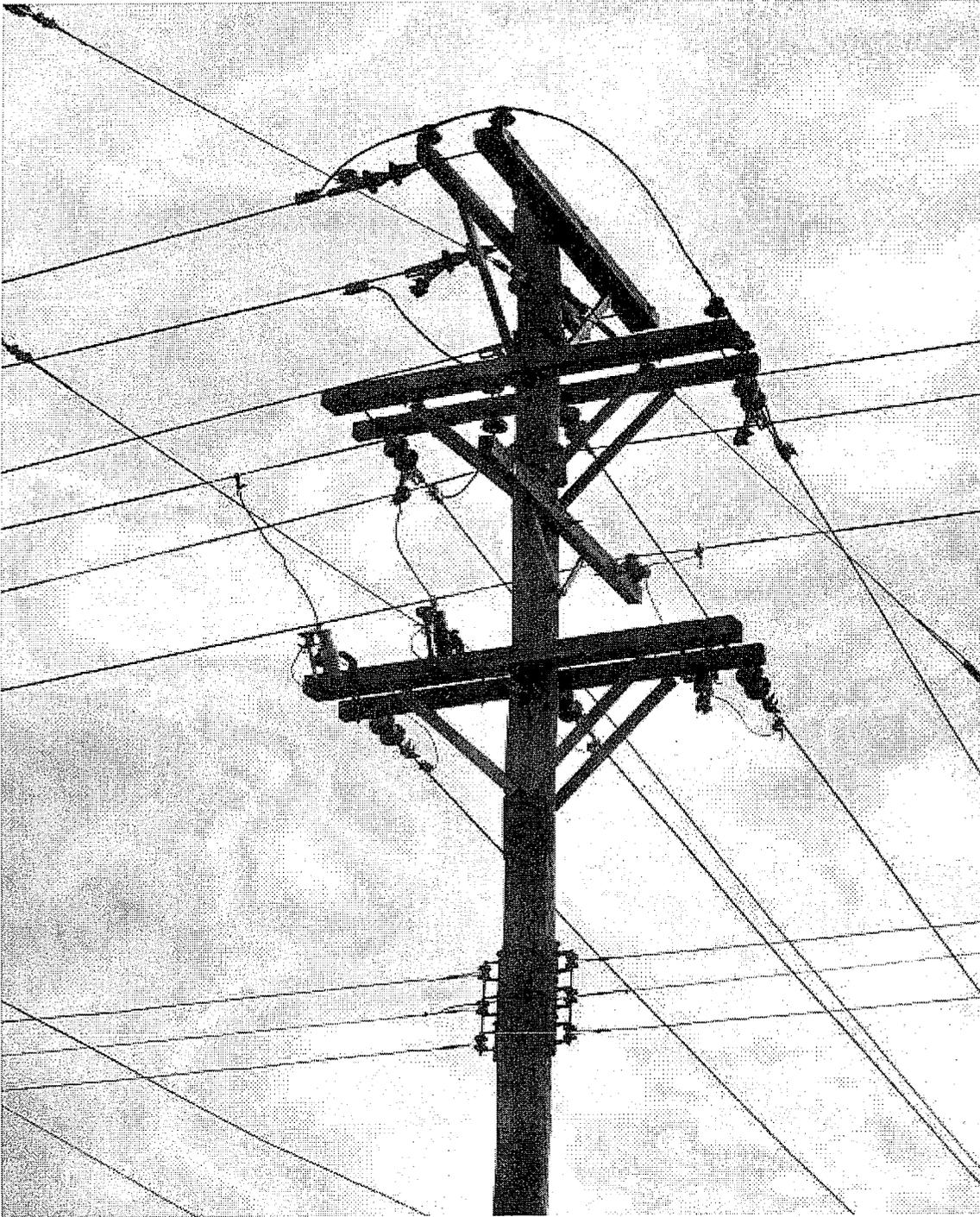


Figure 3 - 67

Pole Class - Height	Class II - 45'
Approximate Address	Alley near intersection of 14 th Ave. N. and Stephenson Ave.
Approximate RUS Unit Assemblies	D2.91, (2) C6.91G, (3) E1.4
Special Notes	Pole has secondary wire racks.

Bid Price: _____

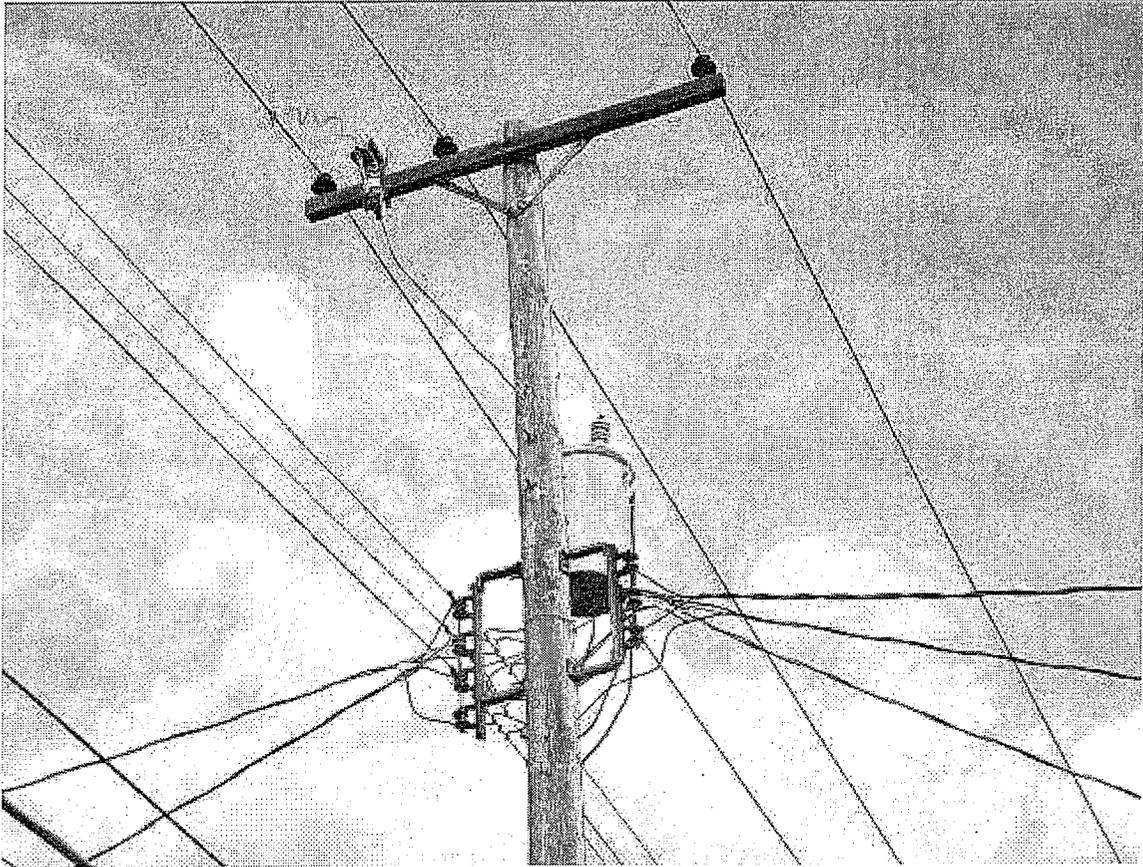


Figure 4 – 70

Pole Class - Height	Class III – 40'
Approximate Address	Alley near intersection of 14 th Ave. N. and Stephenson Ave.
Approximate RUS Unit Assemblies	C1.11, G1.4
Special Notes	Pole has secondary wire racks. Pole has ground wire.

Bid Price: _____



Figure 5 – 363

Pole Class - Height	Class II – 40'
Approximate Address	Alley near intersection of 9 th Ave. N. and Washington Ave.
Approximate RUS Unit Assemblies	D2.91
Special Notes	Pole has secondary wire rack. Pole has street light.

Bid Price: _____

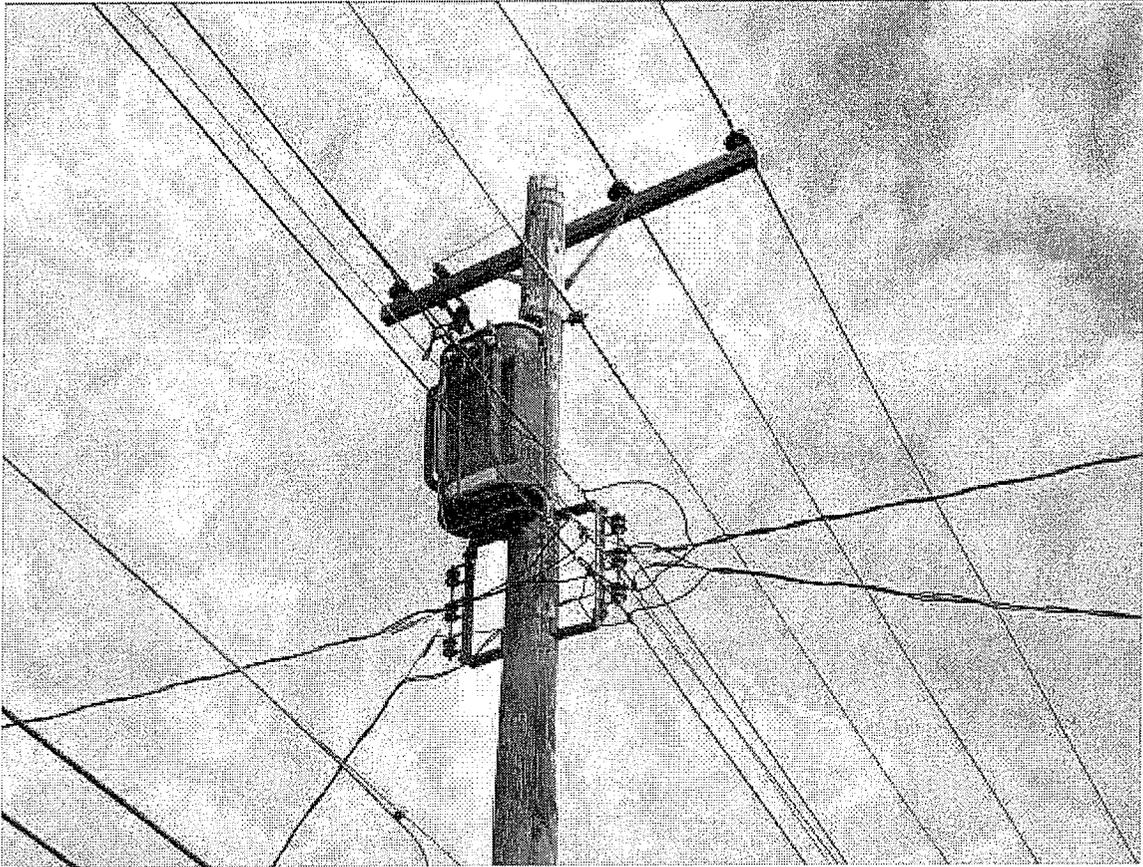


Figure 6 – 124

Pole Class - Height	Class III – 40'
Approximate Address	Alley near intersection of 10 th Ave. N. and 16 th St. N.
Approximate RUS Unit Assemblies	C1.11, G1.4
Special Notes	Pole has secondary wire racks. Pole has ground wire.

Bid Price:

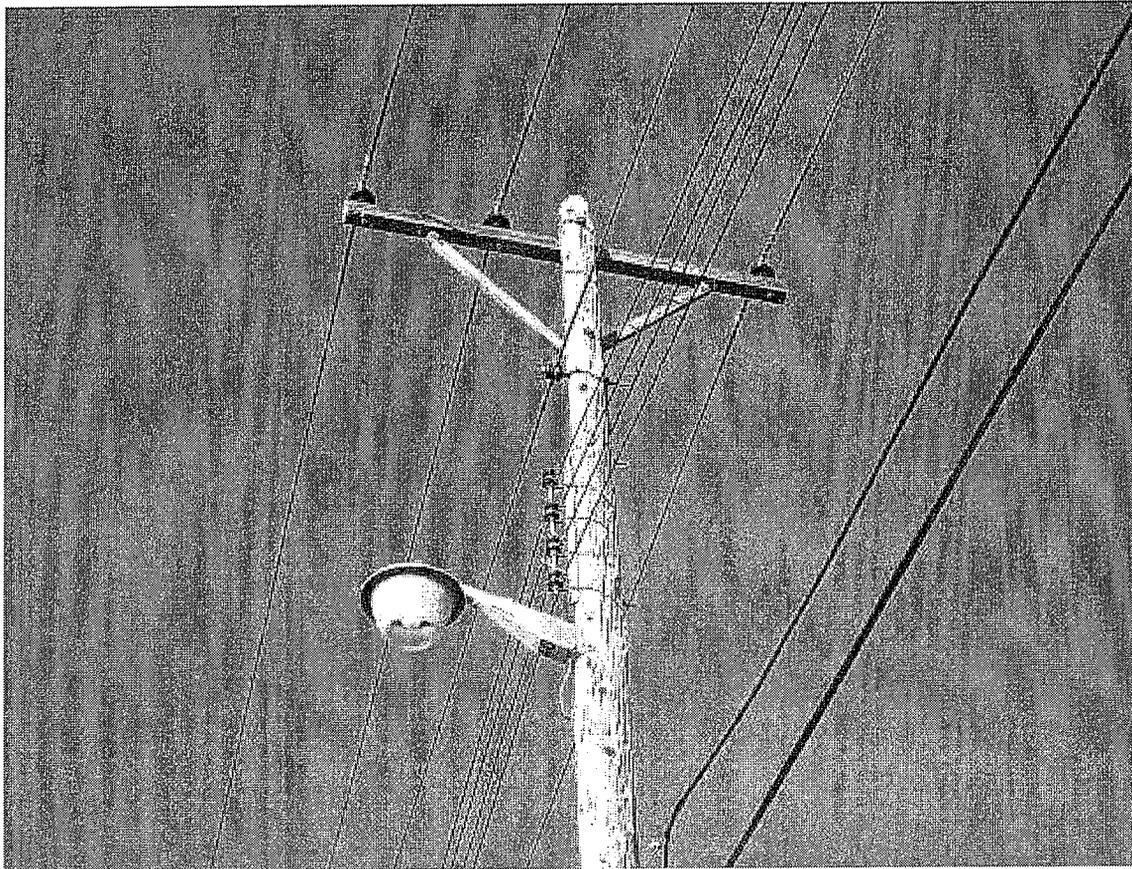


Figure 7 – 152

Pole Class - Height	Class III – 45'
Approximate Address	Alley near intersection of 5 th Ave. N. and Stephenson Ave.
Approximate RUS Unit Assemblies	C1.11
Special Notes	Pole has secondary wire rack. Pole has street light (dusk-to-dawn).

Bid Price: _____

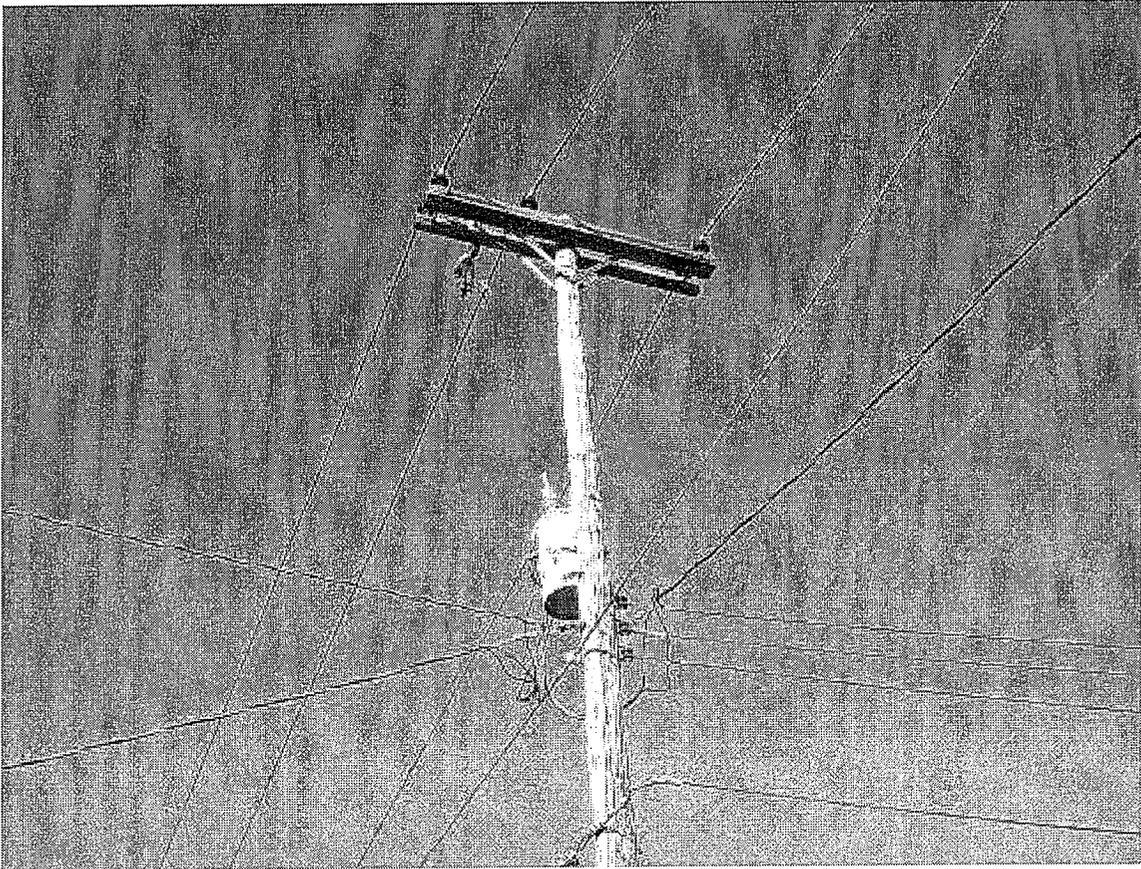


Figure 8 - 157

Pole Class - Height	Class III - 50'
Approximate Address	East alleyway along Stepheson Ave. between 3 rd Ave. N. and 5 th Ave. N.
Approximate RUS Unit Assemblies	C2.24, G1.4
Special Notes	Pole has ground wire.

Bid Price: _____

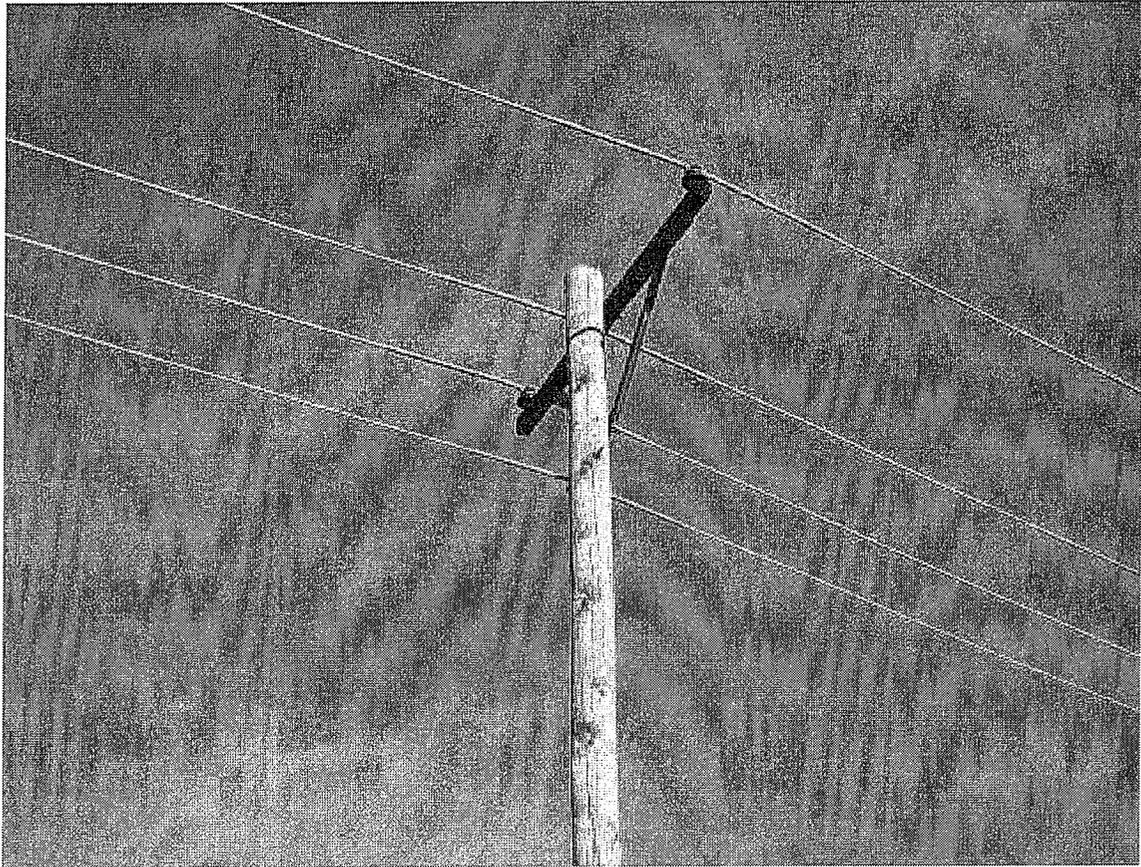


Figure 9 – 170

Pole Class - Height	Class III – 45'
Approximate Address	North of 3 rd Ave. N.
Approximate RUS Unit Assemblies	C1.11
Special Notes	2-path entrance to pole from privately owned land.

Bid Price: _____

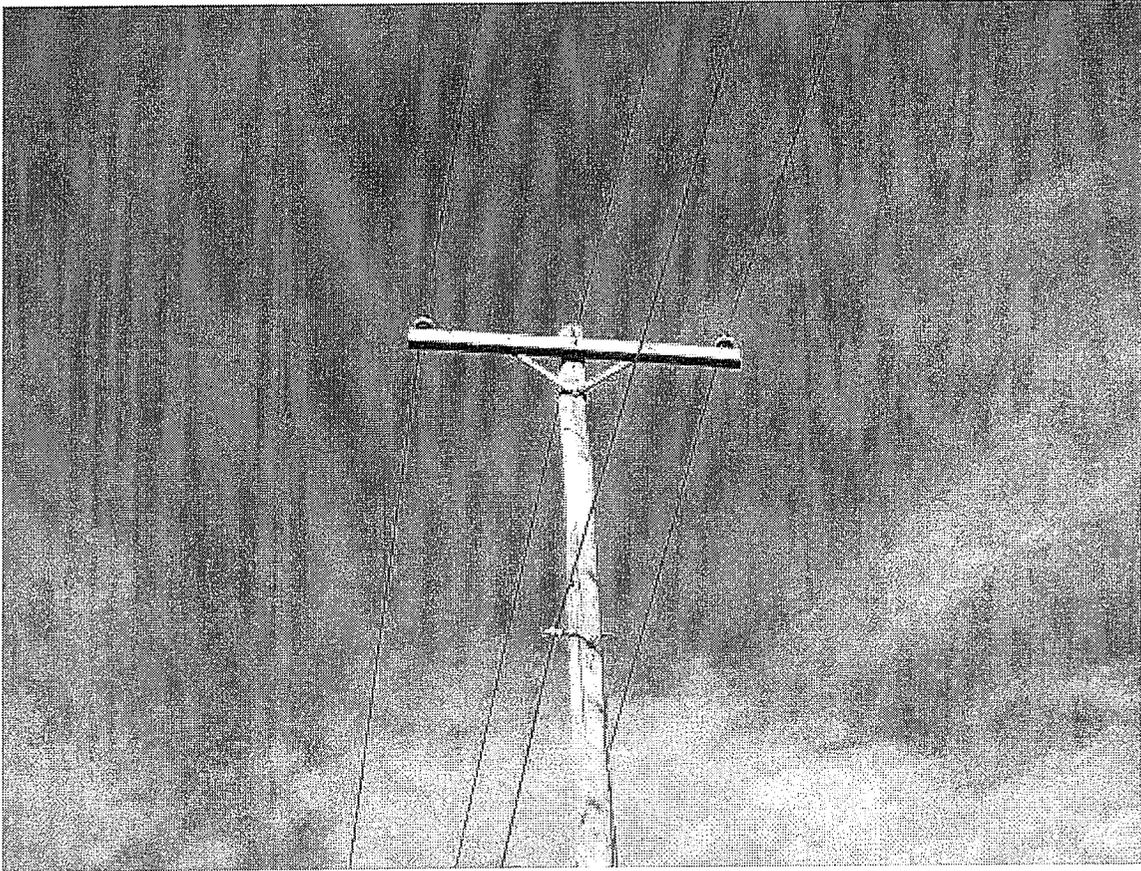


Figure 10 - 175

Pole Class - Height	Class IV - 45'
Approximate Address	Northeast of 3 rd Ave. N. and N. 10 th St. intersection
Approximate RUS Unit Assemblies	C1.11
Special Notes	

Bid Price: _____

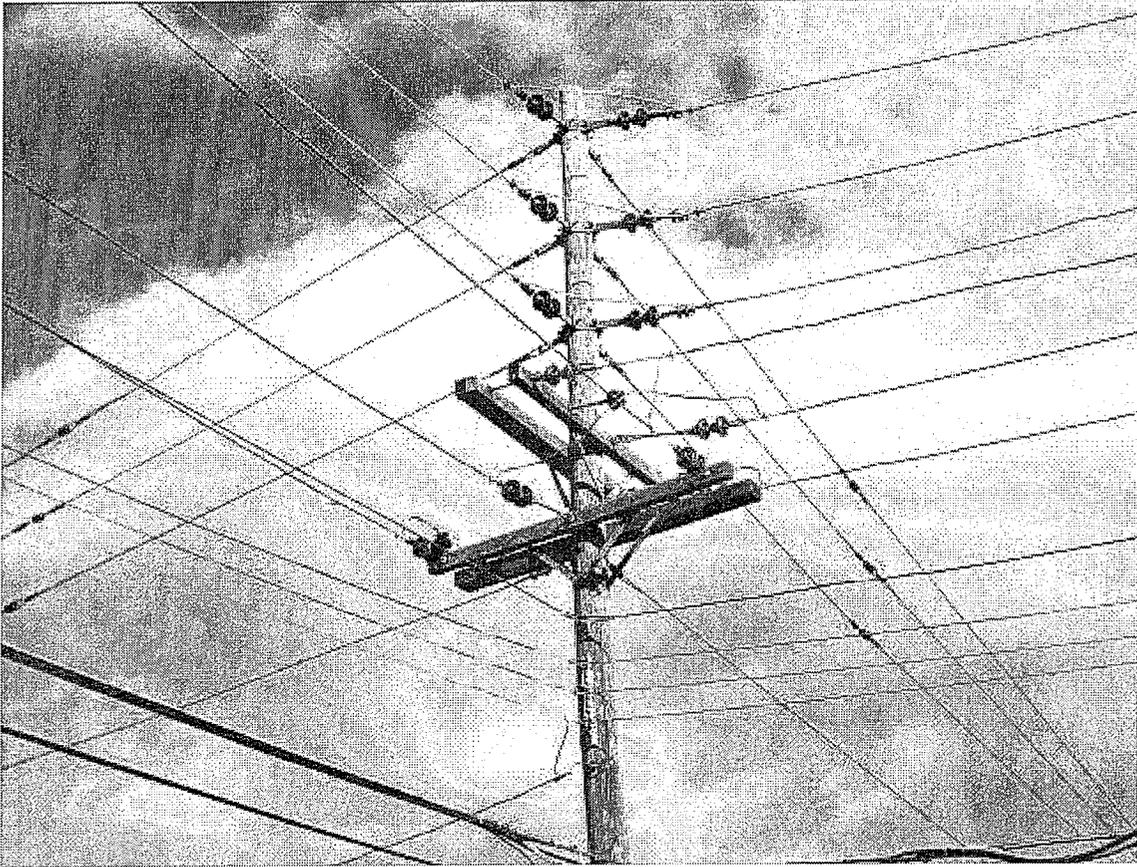


Figure 11 – 1110

Pole Class - Height	Class II – 45'
Approximate Address	Intersection of 2 nd Ave. N. and N. 9 th St.
Approximate RUS Unit Assemblies	D6.91, (6) E1.4, K1.1
Special Notes	Has supporting overhead guy wires to (2) poles. Has secondary wire rack. Pole has ground wire. Pole has additional buck-arms with D6.91 assm.

Bid Price: _____

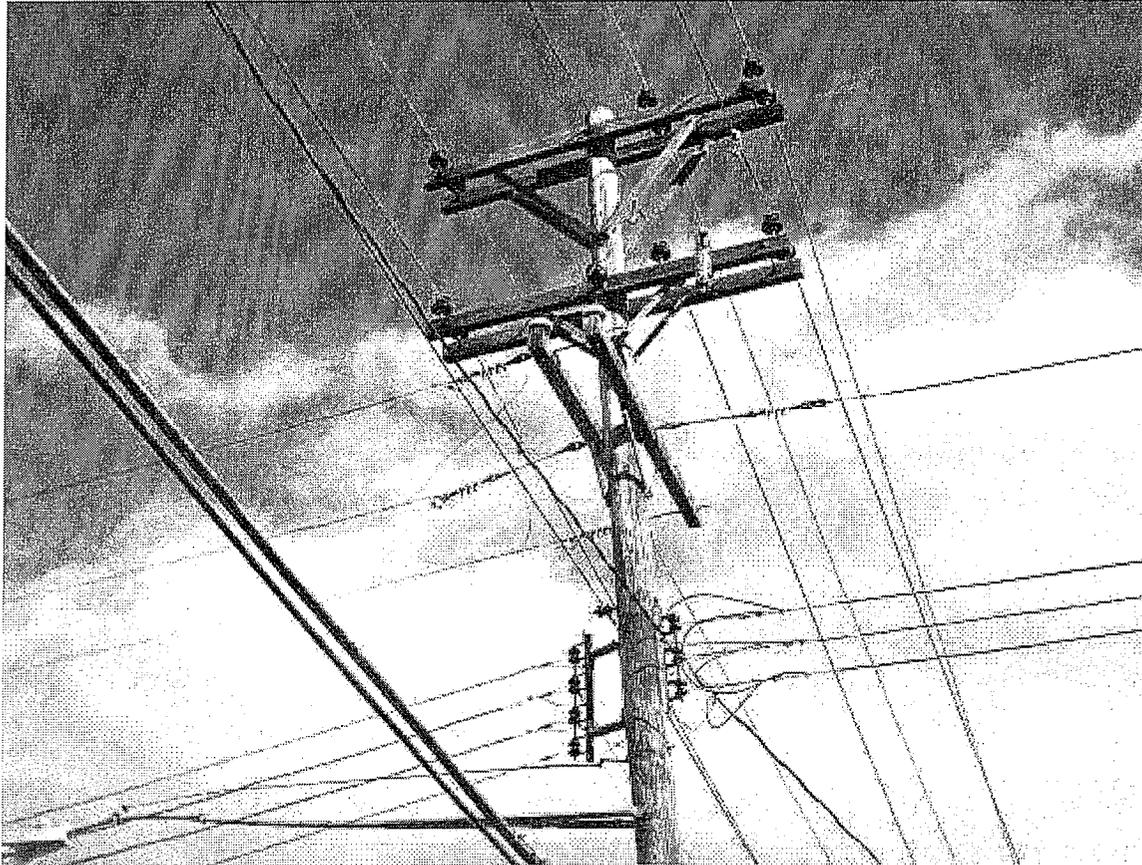


Figure 12 – 1109

Pole Class - Height	Class II – 45'
Approximate Address	Alley near intersection of 2 nd Ave. N. and N 9 th St.
Approximate RUS Unit Assemblies	D2.91, C5.31, E2.1G
Special Notes	Pole has secondary wire racks. Pole has ground wire.

Bid Price:

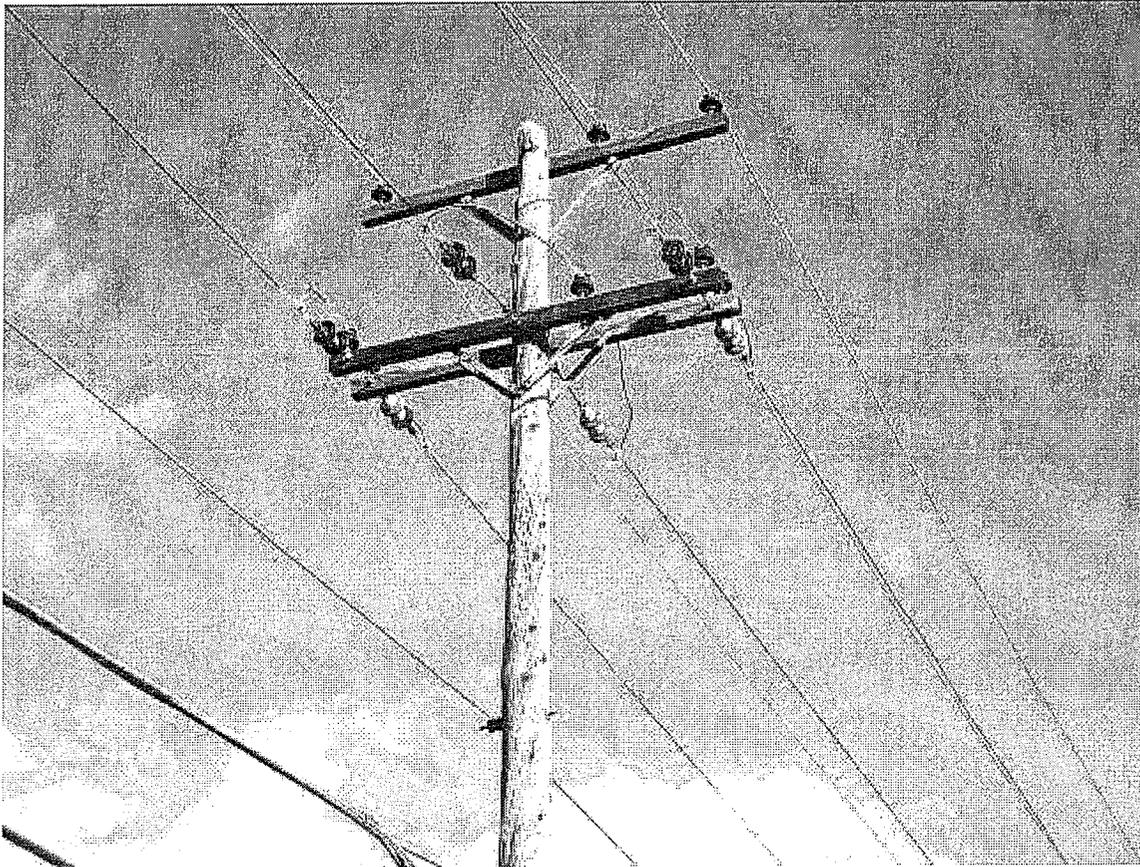


Figure 13 – 1098

Pole Class - Height	Class I – 45'
Approximate Address	Intersection of 2 nd Ave. N. and N. 12 th St.
Approximate RUS Unit Assemblies	D1.81, C5.31
Special Notes	

Bid Price: _____

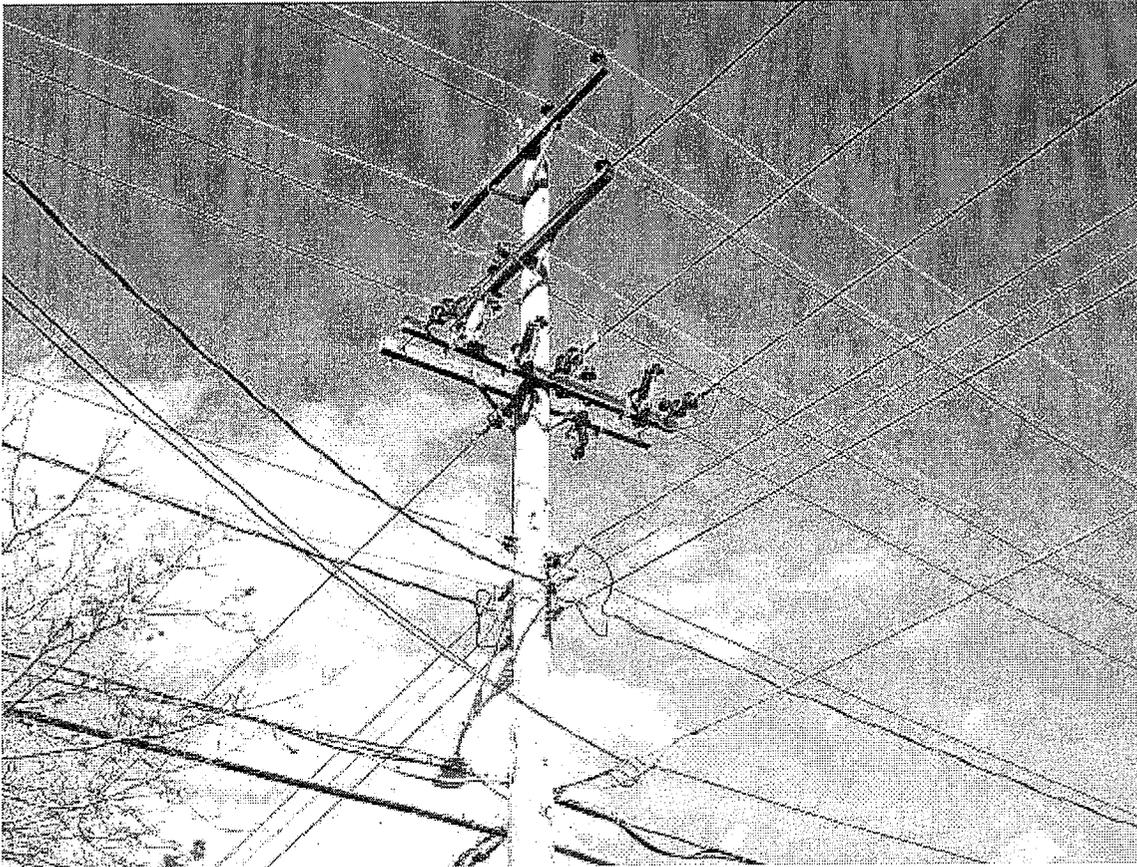


Figure 14 – 1097

Pole Class - Height	Class II – 45'
Approximate Address	Alley near intersection of 2 nd Ave. N. and N 12 th St.
Approximate RUS Unit Assemblies	D1.81, A5.1, C5.31, S1.1, S1.3
Special Notes	Pole has street light. Pole has secondary wire racks. Pole has ground wire.

Bid Price: _____

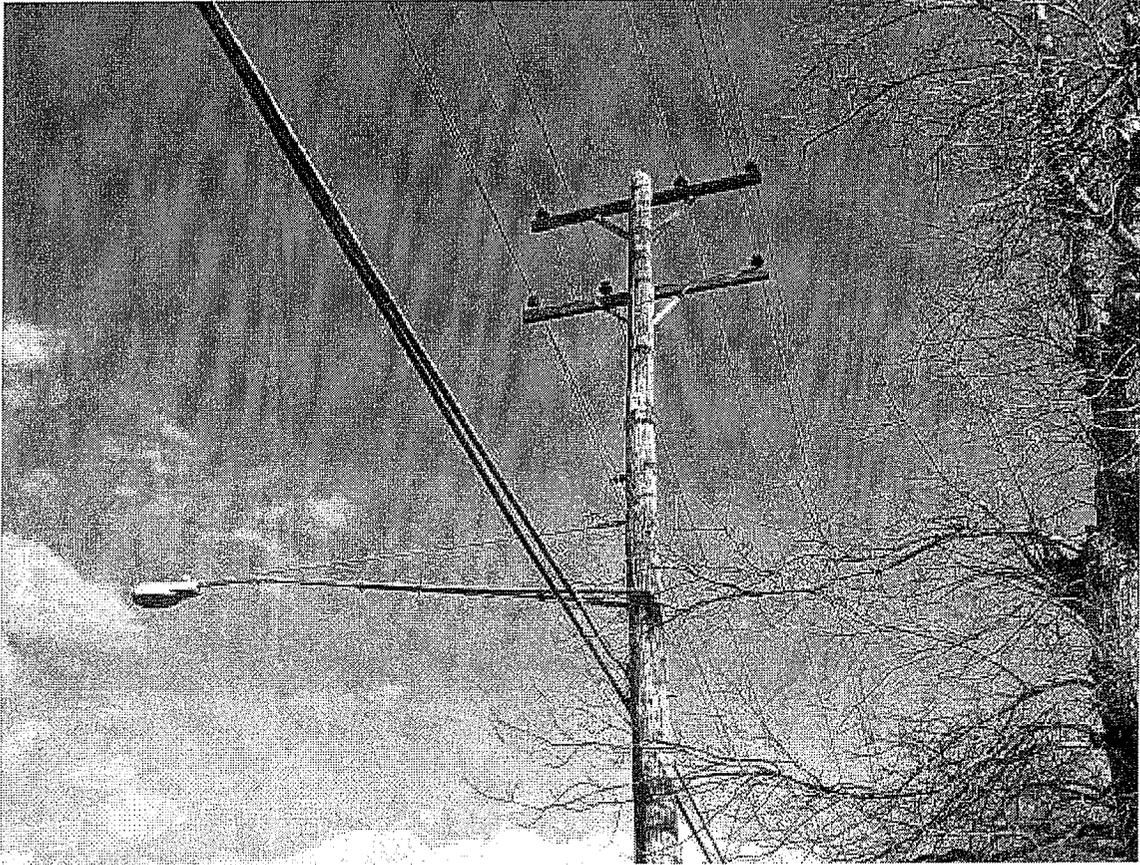


Figure 15 - 1096

Pole Class - Height	Class I - 45'
Approximate Address	Intersection of 2 nd Ave. N. and N 13 th St.
Approximate RUS Unit Assemblies	D1.81
Special Notes	Pole has street light.

Bid Price: _____

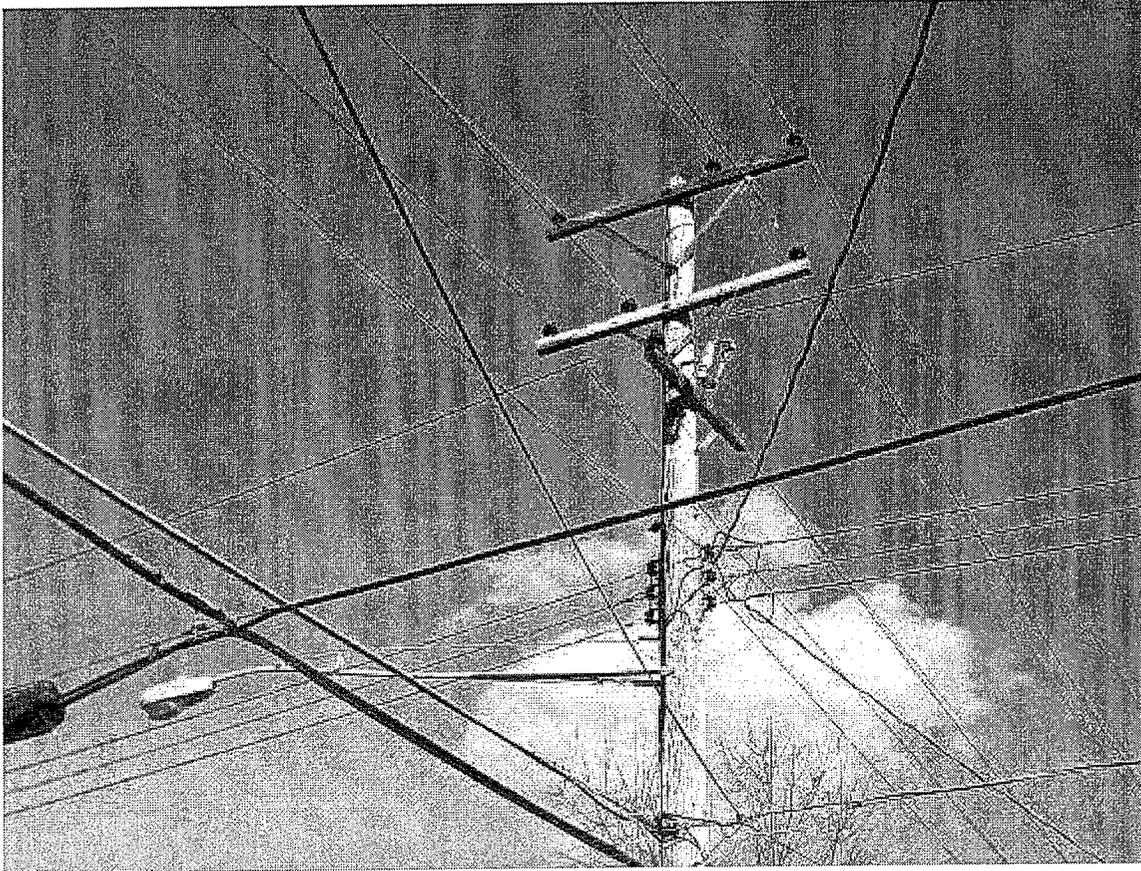


Figure 16 – 1094

Pole Class - Height	Class I – 45'
Approximate Address	Alley intersection of 2 nd Ave. N. and N. 14 th St.
Approximate RUS Unit Assemblies	D1.81, A5.1
Special Notes	Pole has secondary wire racks. Pole has street light. Pole has underground wire drop. Pole has ground wire.

Bid Price: _____

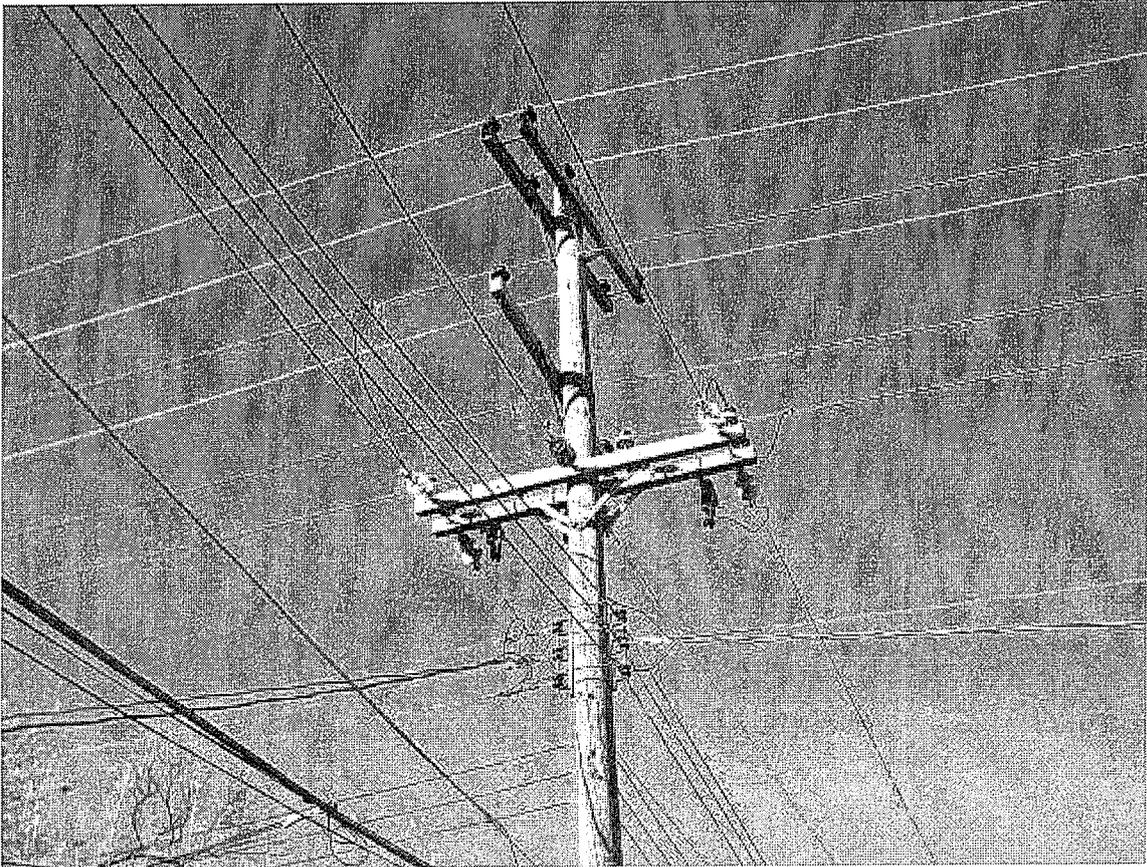


Figure 17 – 1016

Pole Class - Height	Class II – 45'
Approximate Address	Alley near intersection of 2 nd Ave. N. and N. 16 th St.
Approximate RUS Unit Assemblies	D2.91, C5.31, S1.3
Special Notes	Pole has secondary wire racks. Pole has underground wire drop. Pole has ground wire.

Bid Price: _____

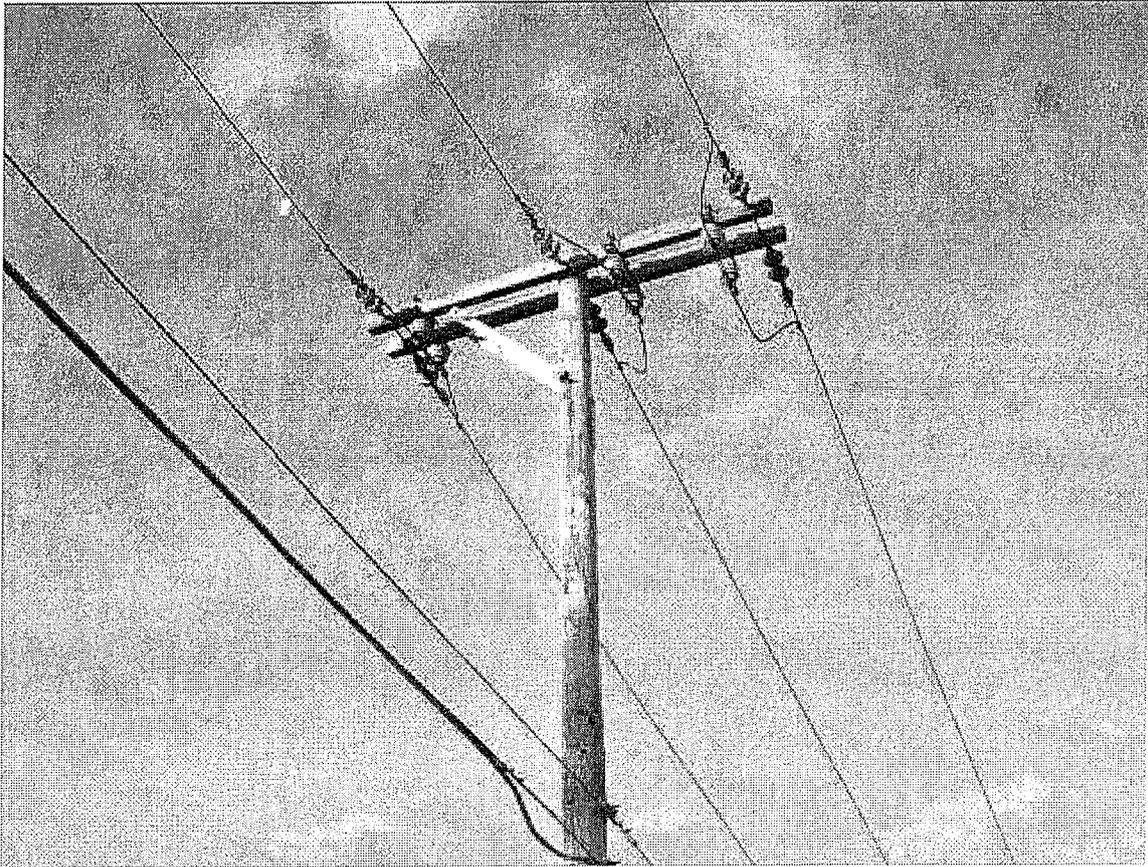


Figure 18 – 382

Pole Class - Height	Class II – 40'
Approximate Address	Intersection of 6 th Ave. N. and 19 th St. N.
Approximate RUS Unit Assemblies	C6.21, S2.31
Special Notes	

Bid Price:

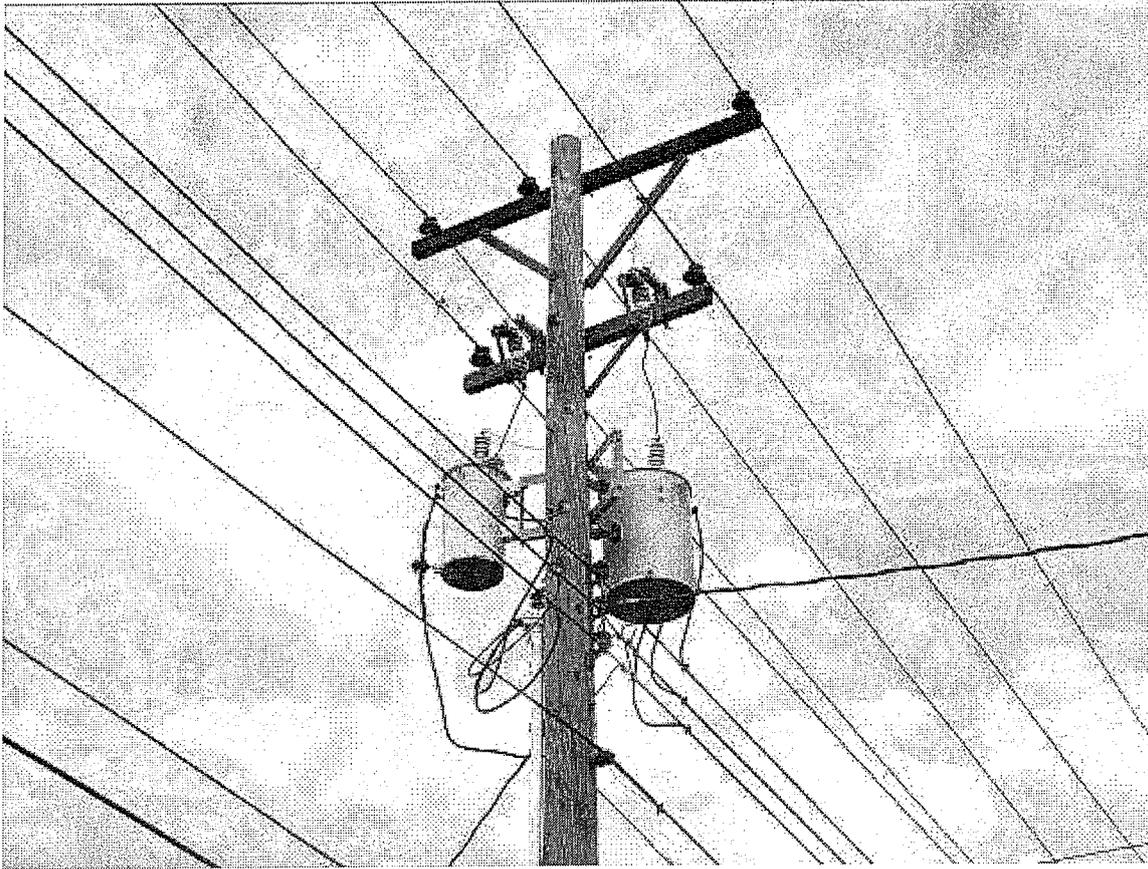


Figure 19 – 339

Pole Class - Height	Class I – 40'
Approximate Address	Alley near intersection of 13 th Ave. N. and Washington Ave.
Approximate RUS Unit Assemblies	C1.11, G2.1
Special Notes	Pole has secondary wire racks. Pole has underground wire drop. Pole has ground wire.

Bid Price: _____



Figure 20 – 546

Pole Class - Height	Class 3 – 40'
Approximate Address	Alley near intersection of 15 th Ave. N. and Washington Ave.
Approximate RUS Unit Assemblies	D1.83, E1.1, S1.3
Special Notes	Pole has secondary wire rack. Pole has ground wire.

Bid Price: _____

Appendix B: Pole Locations

The locations of the poles to be replaced are available in either AutoCAD 2009 LT DWG format or in Adobe Acrobat PDF. A posting of the pole locations are available on the City of Escanaba website under the City Bid List: <http://www.escanaba.org/?citybidlist>

Poles to be replaced are shown overlain upon a street map of the City limits and are noted by number and or indicators.

Appendix C: Insurance and Conditions:

Insurance Requirements

The Contractor shall furnish proof of insurance establishing minimum coverage as follows:

Worker's Compensation

Coverage A	Statutory
Coverage B	\$100,000

Comprehensive General Liability

Per occurrence	\$1,000,000
General Aggregate	\$1,000,000
Products/completed operations	
General Aggregate	\$1,000,000

Comprehensive Automobile Liability

Combined Single Limits	\$1,000,000
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Except for the workers compensation coverage, the City of Escanaba shall be named "additional insured" on all certificates. All policies affording coverage required in this section shall further be endorsed to provide a ten (10) day notice to be delivered to the City before any coverage is either reduced or cancelled.

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

Special Conditions

1. The Contractor is responsible to ensure that employees know and comply with all applicable safety and technical standards, including but not limited to OSHA, NESC, NEC, ASTM, IEEE and any other standards applicable to and required for compliance with the safety related work practices and technical standards for the work being performed.
2. The City reserves the right to inspect the contractor for compliance with items in 1.), above, at any time, for any reason. Non-compliance shall be deemed a failure to uphold the terms of the contract and the City shall notify the contractor immediately.
3. The successful bidder(s) shall represent themselves as contractors for the City; not City employees. Signage to this effect shall be posted at all times.
4. Bidders are asked to provide pricing for RUS Units listed on the attached spreadsheet. All RUS units include construction and retirement. It is expected, for example, that there will be some underground services that will be transferred. Cable is skinned only at dead-ends and at primary equipment.
5. A performance bond shall be required. Liquidated damages of \$200 per day shall be applied for each day the job is not complete after the designated or otherwise agreed upon completion date.
6. No "hot work" clause or "rock" clause will be allowed. Bidders must consider that cost in standard units after review of the work during the field visit. Absolutely no adders e.g. flaggers, traffic control, off road work, etc. of any kind will be allowed.
7. The Contractor shall be responsible for any and all restoration of property damaged as a result of ingress and egress and the execution of the work. Contractor shall be responsible to return yards to original condition. Contractor shall be responsible for any necessary touch up work to yards up to 12 months after completion of entire project.
8. Where applicable, a spreadsheet with the list of units shall be provided after the pre-bid meeting via e-mail. Please use this in bidding and establishing bid bond amount. Please fill in your unit prices and send electronic media along with your bid.
9. Material shall be provided by the Cooperative either in an on-site trailer or via other mutually agreeable arrangements. Cooperative will try to work out best trailer placement. The Contractor shall be responsible for the security of materials until the project is inspected, approved and turned over to the Cooperative.
10. All contractors must comply with OSHA 1910.269 as applicable.

The Contractor is responsible to have all underground facilities located. The Contractor is responsible to repair damage to any underground facilities. Contractor responsibility for damaged facilities extends up to 12 months after completion of entire project.