**GREENEVILLE ENERGY AUTHORITY**
**1200 W ANDREW JOHNSON HIGHWAY**
**GREENEVILLE, TN 37745**
**423-636-6200**

# CONTRACT STANDARDS AND BID SPECIFICATIONS MANUAL

FOR

## Right of Way Clearance and Trimming of Trees Along GEA Energized Lines, Including the Removal of Brush, Selected Vegetation, and Approved Trees.

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| Prepared by: | | Charles Potter |
| Approved by: | | (signature) |
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CSP 12/14/2023

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## PART I

## BIDDING REQUIREMENTS

### 1.0 INTRODUCTION

1.1 The scope of these specifications is to provide requirements and guidelines for line clearance trimming, removing, or reclearing trees, brush, saplings and other vegetation in close proximity to energized power lines located on public and/or private rights-of-way. The scope will include performance of new right-of-way (R/W) clearing for extension of electric service.

1.2 The CONTRACTOR shall provide a copy of the GEA CONTRACT STANDARDS AND BID SPECIFICATIONS for each vehicle and every member of a line clearance crew for their reference.

### 2.0 GENERAL

2.1 These instructions apply to the preparation of Bid Documents for hourly rates of tree trimming and right-of-way clearance specified herein, for the Greeneville Energy Authority, hereinafter referred to as "GEA".

### 3.0 BID DOCUMENTS

3.1 Bid Documents shall be prepared and submitted in triplicate, each copy containing a complete copy of the GEA STANDARDS AND SPECIFICATIONS. The CONTRACTOR must provide his/her copies of these documents for submission. Every page of the GEA STANDARDS AND SPECIFICATIONS, shall be initialed by the prospective bidder at the upper right corner in the area designated as Bidder Confirmation: ( CONTRACTOR's Initials). Bid Documents which are not prepared in accordance with these instructions, or which are submitted without these required documentations may be rejected as irregular.

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## 4.0 SIGNATURES

4.1 Every bidder shall sign the Bid Documents with his/her usual signature and shall give his full business address. Bids by partnership shall be signed with the partnership name followed by the signature (s) and designation of one or more of the partners or other authorized representative.

4.2 Bids by a corporation shall be signed in the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The name of all persons signing should also be typed or printed below the signature.

4.3 A bid by a person who affixes to his signatures the word "president", "secretary", "agent", or other designation, without disclosing the principals in the company, will be rejected. When requested, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bidding corporations shall designate the state in which they are incorporated and the address of the principal office.

## 5.0 SUBMITTAL

5.1 All Bids shall be submitted in a sealed envelope, endorsed on the outside with the bidder's name and valid Tennessee contractor's number and addressed to:

**GREENEVILLE ENERGY AUTHORITY**
**Attn: T J Freshour, Purchasing Director**
**1200 W ANDREW JOHNSON HIGHWAY**
**GREENEVILLE, TN 37745**

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5.2 Bids received without a valid Tennessee contractor's number printed on the outside of the envelope will be rejected and unopened.

5.3 The GEA reserves the right to reject any and all proposals.

## 6.0 LOCAL CONDITIONS

6.1 It is the sole responsibility of each bidder to thoroughly inform themself of all conditions and factors which could or might affect the prosecution and completion of the work and/or the cost thereof, including the arrangement and conditions of existing or proposed structures affecting or affected by the proposed work, the procedure necessary for maintenance of uninterrupted operation, the availability and cost of facilities for transportation, and the handling and storage of materials and equipment.

6.2 It must be understood and agreed that all such factors must be properly investigated and considered in the preparation of every proposal that is submitted, as there will be no subsequent financial adjustment to any contract awarded thereunder.

## 7.0 ACCEPTANCE AND REJECTION OF BIDS

7.1 The GEA reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any and all bids; and to waive irregularities and informalities in any bid that is submitted. Bids received after the specified time of closing will be rejected.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

7.2 All bidders must agree that such rejection shall be without liability on the part of the GEA for any damage or claim, including but not limited to loss of profits, savings or income, or any direct, consequential, incidental, exemplary, punitive or special damages brought by any bidder because of such rejections, nor shall the bidders seek any recourse of any kind against the GEA because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement by the bidder to these conditions.

7.3 All bidders must be licensed Contractors in the State of Tennessee as required by the Contractor's licensing Act of 1994, as amended (TCA Title 62, chapter 6).

## 8.0 INFORMATION FOR BIDDERS

8.1 Bids will be received for the GEA distribution lines and transmission lines, Right of Way Clearance and Tree Trimming program, by the Purchasing Department of the Greeneville Energy Authority until **5:00 p.m. local time, on July 23rd, 2024,** and then at said time publicly opened and read aloud.

8.2 All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1994, as amended (TCA Title 62, chapter 6). No bid will be opened unless the outside of the sealed envelope containing the Bid has the Bid Contractor Cover Sheet. The Bid Contractor Cover Sheet is provided on page 9, Section 15.0, of PART I BIDDING REQUIREMENTS. The Cover Sheet should be completed in its entirety and securely attached to the Bid envelope.

8.3 All Bids must be made out on the bid form provided with the Bid Documents.

8.4 No bidder may withdraw an approved Bid until (30) days after the actual date of the opening thereof.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

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| 8.5 | It is the bidder's responsibility to determine if sales and/or use taxes are required to be paid on the Work and/or any materials to be used therein and to what extent. Contractor shall take appropriate steps to obtain exemption certificates or such other documentation from the Tennessee Department of Revenue that may be necessary to qualify for any available exemptions from such taxes. If sales and/or use taxes are required to be paid in connection with the Work, then all such taxes must be included in the Bid. On the other hand, if such taxes are included in the Bid, but are found by the GEA not to have been required to be paid, then the GEA shall deduct such taxes from the Contract Price. |
| | |
| 8.6 | Each sealed envelope containing a Bid must have the Bid Contractors Cover Sheet, PART I BIDDING REQUIREMENTS, (Section 15.0 Bid, Contractor Cover Sheet, p. 9), securely attached thereto with all required information included. No Bid will be opened unless the outside of the sealed envelope containing the Bid provides this information. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope clearly marked on the outside with the notation "Bid Enclosed" and addressed to the Purchasing Director, Greeneville Energy Authority, 1200 W Andrew Johnson Hwy, Greeneville, TN 37745 |
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| 8.7 | All Bids must be made with the attached Bid Documents (Section 53.0, p. 42, 43, 44), (Section 55.0, p. 46), of Part V BID DOCUMENTS. Additional copies may be obtained from GEA. All prospective fields for Bid Prices must be filled in, in ink or typewritten, and the Bid Forms must be fully completed and executed when submitted. |
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| 8.8 | The GEA may waive any formalities or minor defects and may reject any and all Bids, (Section 7.0 ACCEPTANCE AND REJECTION OF BIDS, p. 3). |
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| 8.9 | Any Bid may be withdrawn prior to the scheduled time for the opening of the Bids or authorized postponement thereof. |
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| 8.10 | Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the GEA and the bidder. |
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| 8.11 | The Bidding Documents and Bidding Requirements contain the information required for the Bidding of the Work. All questions about the meaning or intent of the herein said Documents are to be submitted to the GEA in writing. Interpretations or clarifications considered necessary by the GEA in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the GEA as having received the Bidding Documents. Any other written or oral information obtained from an officer, agent, or employee of the GEA or any other person will be without legal effect. Bidders must acknowledge receipt of Addenda PART V BID DOCUMENTS, (Section 53.0, p. 42, p. 43, p. 44), (Section 55.0, p. 46). |
| | |
| 8.12 | It is the responsibility of each bidder before submitting a Bid to examine and carefully study the Bidding Requirements, including any Addenda and any other referenced data identified in the Bidding Requirements including GEA, Addenda referenced hereinandafter. |
| | |
| 8.13 | It is the responsibility of each Bidder before submitting a Bid to become familiar with and satisfy themselves as to all Federal, State, and Local Laws and Regulations, including applicable GEA Company Policies and applicable Safety Rules. |
| | |
| **9.0** | **PAYMENTS** |
| | |
| 9.1 | A weekly invoice will be submitted to GEA. Monthly payments, (every 30 days), shall be made by GEA within a reasonable time after inspection, approval and acceptance of the work by GEA. In case of disputed invoice, GEA shall pay the Contractor such amounts as GEA concedes to be correct. The contractor shall not suspended further work under this agreement because of any disputed bills. |
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# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 10.0 DESCRIPTION OF WORK

10.1 CONTRACTOR shall provide all supervision, labor (including flagmen), materials, equipment, and incidentals as required to trim trees, remove trees, remove brush, vines and vegetation.This includes vegetation control by chemical means for electric power line right-of-way clearing on GEA circuits. The CONTRACTOR shall include all Work incidental to the right-of-way clearing including but not limited to clean-up, traffic control, brush removal and repair of property damaged by CONTRACTOR's activities.

## 11.0 PARKING FACILITIES

11.1 The GEA will provide at no cost to the CONTRACTOR, on-site parking at the GEA operations center. The parking of CONTRACTOR vehicles inside of energized electrical substations will not be allowed.

## 12.0 SUBSTANCE ABUSE PROHIBITED

12.1 The GEA is committed to safe working environment for its employees and contractors and to the safety and health of the customers we serve as well as the general public. We emphasize and enforce an alcohol and drug free workplace. Each bidder shall attach to their Bid their written policies and practices regarding their drug and alcohol program.

## 13.0 CIRCUIT PLANNING

13.1 The GEA will provide the necessary personnel to perform circuit planning along its Transmission Lines, at no cost to the CONTRACTOR. GEA Utility Forester's will have the responsibility to plan all Transmission work on behalf of the GEA. The Utility Forester's will supply the CONTRACTOR with the required documentation for contract crews to complete the planned work.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 14.0 ADDITIONAL INFORMATION

14.1 HOLIDAYS:

The GEA recognizes ten days during the year as holidays. The CONTRACTOR will not be allowed to work on these days. They are as follows:

**New Year's Day**
**Martin Luther King Day**
**Good Friday**
**Memorial Day**
**Independence Day (July 4th)**
**Labor Day**
**Veterans Day**
**Thanksgiving Day (2 days)**
**Christmas Day**

14.2 EMERGENCY AND STORM WORK PLAN:

Include a description of your Emergency Response or Callout Plan.
Indicate the number of crews available and time required to respond.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 15.0 BID CONTRACTOR COVER SHEET

15.1 This form shall be firmly attached to the outside of the envelope containing the Bid, with all required information included, otherwise the Bid will not be opened and if opened by mistake will not be considered.

15.2 **Bid opens: 9:00 a.m. (local time), on July 24th, 2024**

15.3 BIDDER SHALL COMPLETE THIS SECTION.
If bidder is licensed in more than one classification that applies to the Work, include license no., classification and expiration date of license for all classifications.

BIDDER:_____

LICENSE NO.: _____

WEED CONTROL CHARTER NO.:_____

CLASSIFICATION:_____

PEST COMMERCIAL APPLICATION LICENSE NO.:_____

EXPIRATION:_____

MONETARY LIMITS:_____

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 16.0 QUALIFICATION REQUIREMENTS

16.1 Every bidder is required to provide complete responses to all information requested. Failure to provide information may result in a bidder not being deemed a responsible and/or responsive bidder.

16.2 Bidders will be qualified if they are licensed contractors in the State of Tennessee with particular emphasis on those with sufficient training and experience in Arborist Tree Trimming Methods and electric power line right-of-way clearing, in cooperation with the pre-planned specifications outlined by a Utility Forester and/or Arborist.

16.3 Bidders must show that their equipment and facilities are sufficient and their workload so arranged as to meet the schedule called for by the contract. In order to aid the GEA in determining the responsibility of any bidder, the bidder shall furnish evidence, satisfactory to the GEA, of the bidder's qualifications, experience, and familiarity with work of the type specified and the bidder's financial ability to complete the Work as specified. The evidence requested shall include without being limited to the following:

16.3.1 Attach as Exhibit A a list of three (3) references or contacts of similar work for line clearance tree trimming performed by the undersigned along with names and telephone numbers of the persons with whom the undersigned had primary contact.

16.3.2 Attach as Exhibit B a list of supervisory personnel that the undersigned plans to use and their qualifications for performing line clearance tree trimming.

16.3.3 Attach as Exhibit C detailed information on the undersigned's company drug and alcohol policies, procedures, and training as required.

16.3.4 Attach as Exhibit D detailed information on any contractual penalties, legal proceedings, lawsuits or claims levied against or by the undersigned contending breach of or non-compliance with contractual requirements or specifications within the past (10) years.

16.3.5 Attach as Exhibit E a current and valid copy of each of the following: TN. Contractors License, Contractors Certificate of Insurance and Contractors Pesticide Charter.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

16.3.6 The undersigned hereby certifies that the undersigned has personnel, equipment, tools, and incidentals necessary to perform the Work required in the attached specifications.

Date this_____ day of_____2024.

By:_____

Its:_____

**END OF PART I**

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## PART II

## GENERAL CONDITIONS

### 17.0 CONTRACT DOCUMENTS

17.1 It is understood and agreed by the GEA and the CONTRACTOR, that all PARTS, and SECTIONS of the STANDARDS AND SPECIFICATIONS MANUAL, complete with (58) pages, shall prevail over any conflicts. The CONTRACTOR shall fulfill all requirements listed here in, before and after, in its entirety, thus providing the GEA with a total quality management program.

### 18.0 DEFINITIONS

18.1 Words, phrases, or other expressions used in these contract documents shall have the following meanings:

18.1.1 "Contract" or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.

18.1.2 "GEA" shall mean the Greeneville Energy Authority, with its Principal office located in Greeneville, Tennessee. All notices, letters, and other communication directed to the GEA shall be addressed and delivered to:

**GREENEVILE ENERGY AUTHORITY**
**Attn: TJ Freshour, Purchasing Director**
**1200 W Andrew Johnson Hwy**
**Greeneville, TN 37745**

18.1.3 "Contractor" shall mean the corporation, company, partnership, firm or individual designated in the Contract Agreement, who has entered into this Contract for the performance of the work covered thereby, or its duly authorized representatives.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

18.1.4 "The Work" shall mean the tools, equipment, supplies, material, labor services and reports to be furnished under the contract and the carrying out of all duties and obligations imposed by the contract documents.

## 19.0 INDEPENDENT CONTRACTOR

19.1 The relationship of the successful bidder to the GEA shall be that of an independent contractor.

## 20.0 DEFENSE OF SUITS

20.1 The Contractor shall indemnify, defend and save harmless the GEA and its officers and agents from all losses, damages, costs, expenses, attorney's fees, judgments or decrees to the proportionate extent such actions or events are caused by the Contractor's negligent performance of the work hereunder.

## 21.0 PERMITS AND LICENSES

21.1 The CONTRACTOR shall obtain and pay for all licenses and permits required for the Work to be performed.

## 22.0 RIGHT OF GEA TO TERMINATE CONTRACT

22.1 If at any time GEA determines that CONTRACTOR's services are no longer useful, beneficial, or desirable, GEA will advise the CONTRACTOR in writing of its intent to end the Contract. The Contract shall terminate thirty (30) days after delivery of such notice.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 23.0 INSURANCE

23.1 The CONTRACTOR shall secure and maintain insurance of the types and in the amounts necessary to protect itself and the interest of GEA against all hazards or risk of loss as hereinafter specified. The form and limits of the insurance, together with the underwriter thereof in each case, shall be approved by GEA, but, regardless of such approval, it shall be the responsibility of the CONTRACTOR to maintain required insurance coverage. Failure of the CONTRACTOR to maintain required insurance coverage shall not relieve the CONTRACTOR of any contractual responsibility or obligation, and may result in termination of the agreement as stated in Part II GENERAL CONDITIONS, (Section 22.0, p. 13). GEA shall be named as an additional insured party on all policies required herein.

23.2 The CONTRACTOR shall submit a certificate for each insurance policy to GEA prior to the start of any Work. Each certificate shall state that thirty (30) days written notice will be given to GEA before any policy covered thereby is changed or canceled.

23.3 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY:

CONTRACTOR shall obtain worker's compensation and employer's liability insurance to protect the CONTRACTOR against all claims under applicable state worker's compensation laws and against claims for injury, disease, or death of employees which, for any reason, may not fall within the provision of the applicable worker's compensation law. This worker's compensation and employer's liability insurance policy shall include an "all states" endorsement. The liability limits shall not be less than the following:

| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY LIMITS | |
|---|---|
| WORKER'S COMPENSATION | STATUTORY |
| EMPLOYER'S LIABILITY | $ 1,000,000 EACH PERSON |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

23.4 COMPREHENSIVE AUTOMOBILE LIABILITY:

This insurance shall be written in comprehensive form and shall protect the Contractor and GEA against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than the following:

| COMPREHENSIVE AUTOMOBILE LIABILITY LIMITS | |
|---|---|
| BODILY INJURY | $ 1,000,000 EACH PERSON |
| BODILY INJURY | $ 2,000,000 EACH OCCURRENCE |
| PROPERTY DAMAGE | $ 2,000,000 EACH OCCURRENCE |

23.5 COMPREHENSIVE GENERAL LIABILITY:

This insurance shall be written in comprehensive form and shall protect the Contractor and GEA against all written claims arising from injuries to members of the public or damage to property of others arising out of any or omission of the CONTRACTOR or their agents, employees, or sub-contractors. In addition, this policy shall specifically insure the contractual liability assumed by the CONTRACTOR under Part II Section 20.0, p. 13 "DEFENSE OF SUITS".

The liability limits shall not be less than the following:

| COMPREHENSIVE AUTOMOBILE LIABILITY LIMITS | |
|---|---|
| BODILY INJURY | $ 1,000,000 EACH PERSON |
| BODILY INJURY | $ 2,000,000 EACH OCCURRENCE |
| PROPERTY DAMAGE | $ 2,000,000 EACH OCCURRENCE |
| PROPERTY DAMAGE | $ 2,000,000 AGGREGATE |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 24.0 PROTECTION OF PROPERTY AND PUBLIC LIABILITY

24.1 The CONTRACTOR shall be accountable for any damages resulting from its operations. The CONTRACTOR shall observe the latest editions of all generally recognized safety rules, regulations and methods (including without limitation the provisions of the NATIONAL ELECTRICAL SAFETY CODE). It shall be fully responsible for the protection of all persons including members of the public, employees of GEA, and employees of other contractors or sub-contractors, and all public and private property including structures, and utilities, above and below ground.

24.2 The CONTRACTOR shall observe all State, Federal Laws and Regulations applicable to their his/her operations including without limitation OSHA Requirements, **(particularly 29 CFR 1910.269 REGULATIONS pertaining to LINE CLEARANCE TREE TRIMMING), ANSI Z 133 - 2017 Safety Requirements For** Arboricultural Operations. Including, TDOT Requirements and Tennessee Department Of Agriculture Requirements. The Contractor shall utilize all necessary safety equipment, such as Rubber Protective Equipment, Personnel Protective Equipment, barriers, signs, warning lights, and guards, as mandated in the regulations above to provide adequate protection of persons and property.

24.3 The CONTRACTOR will be required, when applicable, to follow certain GEA in-house Standard Safety Procedures such as: Energizing/De-energizing for Employee Protection and Hazardous Communication, etc.

24.4 The CONTRACTOR shall be required to provide for his/her employees training in **FIRST AID and CPR.**, and maintain an annual certification or re-certification of its employees for compliance to GEA Standard Safety Procedures.

24.5 All motor trucks and other vehicles provided by the CONTRACTOR to perform the Work shall be well marked and identified with the CONTRACTOR's company insignia or name designating the vehicles as property of the CONTRACTOR. Each vehicle provided by the Contractor shall be installed with a vehicle management system, (GPS), provided and maintained by the CONTRACTOR. The vehicle management system shall be accessible to the GEA.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

24.6 Every contracted employee shall have in their possession a **State of TN. C.D.L. ,** with a minimum requirement of- **Class B with Airbrakes and no endorsements**. **or Class A restricted (57) except tractor trailer.** No employee of the CONTRACTOR will be allowed to operate equipment, drive vehicles, perform daily Work assignments, until they are in compliance.

24.7 CONTRACTOR shall provide mobile cell phones to each supervisor, including Crew foreman, complete, with internal tracking device mechanism.

## 25.0 VERBAL STATEMENTS NOT BINDING

25.1 It is understood and agreed that the written terms and provisions of this agreement shall supersede all verbal statements of any and every official or other representative of GEA, and verbal statements shall not be effective or be construed as entering into, or forming a part of, or altering the Contract Agreement in any way whatsoever.

## 26.0 NO WAIVER OF RIGHTS

26.1 Neither the inspection of the Work by GEA or any of its officials, employees, or agents, nor any extension of time, nor any possession taken by GEA or its employees, shall operate as a waiver of any provision of the Contract, nor shall any waiver or any breach in the Contract be held to be a waiver of any other subsequent breach.

## 27.0 RELEASE OF LIABILITY

27.1 The acceptance by the Contractor of final payment shall be a release to GEA and every officer and agent thereof from all claims and liability hereunder for anything done or furnished in connection with the Work, or for any act of neglect of GEA or of any person relating to or affecting the Work.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 28.0 CREW ASSEMBLY, TRAVEL, AND MAKEUP

28.1 GEA shall provide reasonable space for vehicle parking and crew assembly. GEA will direct the place of crew assembly at its facility located at 1200 West Andrew Johnson Highway, Greeneville Tennessee, 37745. At no time will the CONTRACTOR nor its employees be allowed to park equipment or vehicles inside GEA energized electrical substations.

28.2 The CONTRACTOR shall provide repairs and maintenance for its equipment and vehicles at no cost to the GEA.

28.3 The CONTRACTOR shall use modern equipment, vehicles, tools and shall be kept in good working order. Appropriate first-aid supplies as required by OSHA shall be a part of the standard equipment on all vehicles.

28.3.1 No charges shall be made to GEA for inoperative equipment nor equipment down time.

**END OF PART II**

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## PART III

## SPECIAL CONDITIONS

### 29.0 CONTRACT SCOPE

29.1 The Contract is to consist of a five (5) year term period beginning October 1st, 2024, and ending Sept. 30th, 2029. Personnel and equipment rates shall remain at a fixed level for at least one (1) full year from the beginning date of the initial Contract Agreement. Adjustments to these rates may be made by mutual agreement between the CONTRACTOR and GEA on the anniversary date of Oct. 1st, each year for the projected five (5) year term of the Contract Agreement. A description of references to forecast rate adjustments can be determined by, but not limited to the following:

29.1.1 Labor adjustments: (U. S. BUREAU OF LABOR STATISTICS)
12 month % change in Employment Cost Index.

29.1.2 Equipment adjustments: (U.S.D.O.E.)
12 month change in fuel prices listed in the Fuel Surcharge.

29.1.3 Labor and Goods: (C.P.I.)

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 30.0 WORK WEEK

30.1 The normal Work week for Hourly Crews shall consist of (40) productive hours between Monday and Friday. The actual work schedule will be determined and modified from time to time by GEA. Work in excess of (40) hours per week shall be at overtime rates. CONTRACTOR crews shall not perform overtime unless approved by the GEA. CONTRACTOR crews will be available for emergency response to provide services to minimize customer outage times as required herein and as outlined in the required description of CONTRACTOR's EMERGENCY RESPONSE PLAN.

## 31.0 WORK SCOPE

31.1 The CONTRACTOR is to provide Supervision, Materials, Labor (including flagmen), Supplies, Tools, Equipment and Transportation necessary to trim or remove trees and brush along GEA Distribution Lines and Transmission Lines. This includes Right-of-Way Clearing and Re-Clearing of Rights-of-Ways, designated by authorized representatives of GEA.

31.2 Unless otherwise specified by GEA, all cutting for existing and new Right-of-Way clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum height of one inch (1") for brush stubs and one inch (1") for trees. Existing and new Rights-of-Ways shall be cleared to a minimum of twelve feet (12') and a maximum of fifteen feet (15') on either side of all Distribution Lines. All Transmission Lines shall have a clearance of one hundred feet for their prospective Rights-of-Ways. All brush stubs and tree stumps shall be chemically treated to prevent sprouting.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

31.3 Brush and debris shall be handled in such a manner as to avoid obstructing roads, paths, or waterways, except as may be performed during emergencies, as defined by GEA. All work sites shall be cleared and left free of trimmings, cuttings, debris and/or litter.

31.4 CONTRACTOR shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting service. If any damage to wires or interruption of service should occur, the CONTRACTOR shall immediately notify GEA Dispatcher of the location of such occurrence.

## 32.0 WORK PROCEDURES

32.1 When working near energized conductors, the CONTRACTOR will establish and conform to safe work practices for such work. The CONTRACTOR will comply with Standard Operation Procedures established by GEA for such work and all procedures used to perform such work shall conform with all FEDERAL OSHA and STATE of TENNESSEE REQUIREMENTS. It is the responsibility of the CONTRACTOR to document the instruction and training of his/her employees of possible hazards associated in the work place environment, such as, but not limited to, working around or near energized conductors.

32.1.1 The working crew leader shall be knowledgeable on re-growth rates of common tree species. Generally, a line clearance trimmed tree will re-grow (60% to 70%) the first year, (20%) the second year, and (10%) in subsequent years. If a tree has adequate wire clearance to provide for re-growth until the next trimming cycle, it should not be trimmed.

32.1.2 GEA will provide the CONTRACTOR with necessary copies of Substation Circuit Maps to facilitate routing crews. The copy of the Substation Circuit Map will be returned to GEA when Work is completed in the area.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

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| 32.2 | All work shall be performed in a workmanship manner and shall be in accordance with the GEA STANDARDS AND SPECIFICATIONS, FEDERAL and STATE REGULATIONS. Any Work not meeting these specifications will be redone at cost to the CONTRACTOR. The CONTRACTOR shall at all times exercise care to prevent injury to any persons and to prevent damage to any property during the performance of the Work. All trimming near energized lines shall only be performed by Qualified Line Clearance Arborist or Line Clearance Arborist Trainee.<br>In accordance with (ANSI Z133, - 2017, 29 CFR 1910.331-335, 29 CFR1910.268 or CFR 1910.269). GEA considers Work not in accordance with these specifications, STATE or FEDERAL REGULATIONS, or unskilled or careless Work to be sufficient reason to order the CONTRACTOR to stop Work. Work will not resume until deficiencies are corrected to GEA satisfaction. GEA reserves the right to require the CONTRACTOR to replace any worker before Work is allowed to continue. If not satisfied, GEA will consider this to be just cause for termination of the Contract Agreement. Any damages, real or personal, off the Right-of-Ways arising directly from the Contractor's performance of the Work specified, or any damages on the Right-of-Ways as a result of negligent operations, shall be settled promptly by the CONTRACTOR. |
| | |
| 32.3 | The CONTRACTOR responsible for tree trimming and Right-of-Way clearing will coordinate all work locations with designated GEA Utility Foresters, or other authorized representatives in order to assure continuity and maximum benefit to GEA. |
| | |
| 32.4 | Before starting Work in an area where energized primary conductors are involved, the CONTRACTOR's representative will notify the designated GEA representative of the area in which the CONTRACTOR's crews will be working. If the CONTRACTOR's representative considers that conditions warrant it, he/she will arrange with GEA representatives to have the automatic recloser turned off. If this action is taken, it is imperative that the crew remain in radio contact with the System Dispatcher in the event there is an accidental trip-out so electrical service can be restored in the shortest possible time. At the end of the Work day the GEA Dispatcher will be notified of the crews leaving the area. If the automatic recloser has been turned off, GEA representatives will have the responsibility to turn it back on. |
| | |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

32.5 In the event of severe weather entering our service area, every effort must be made to restore all circuits to normal operating conditions as soon as possible. Safe Work practices will be followed at all times and where special requirements or hazards exist, they will be made known to GEA representatives and worked in the safest manner practical.

32.6 In the event of a serious accident where assistance is needed, the CONTRACTOR Crew will notify the GEA Dispatcher of the type of assistance needed, the location and the crew number. The caller shall remain by the radio until the Dispatcher has all the information necessary to get emergency personnel and equipment to their location.

## 33.0 MAINTENANCE AND PROTECTION OF TRAFFIC

33.1 Attention is called to the extremely large volume of traffic on roadways included within the GEA sevice area that must be maintained at all times during the life of the Contract. The maintenance and protection of traffic with minimum interference is of prime importance. When vehicular or pedestrian traffic, or both, are to be maintained over the highways within the scope of the Contract, the CONTRACTOR shall plan and carry out his Work to provide for the safe and convenient passage of such traffic.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 34.0 TRAFFIC CONTROL DEVICES

34.1 Traffic Control Devices shall be in good condition as approved by GEA. Prior to beginning Work in the area, the CONTRACTOR shall set up those Traffic Control Devices which the qualified person or persons require for the necessary protection of the highway user. Whenever traffic is not required to be diverted or altered from its normal traffic pattern in anyway due to either the operations of the CONTRACTOR or his/her equipment, the CONTRACTOR shall provide a sign (500') feet in advance, facing oncoming traffic in each direction of the Work Zone with the message "MEN WORKING IN TREES". The overall dimensions of the sign shall be, as a minimum of, (36" x 36") having an orange background with (6") high black letters. In addition, when the CONTRACTOR is performing, working, and occupying the shoulder area with his equipment, cones shall be reflective and made of either plastic or rubber material, having a minimum overall height of (28"), predominantly orange in color, shall be used throughout the Work Zone adjacent to the traffic. The cones shall be spaced (50') feet apart with a (150') foot taper at each end of the Work Zone when the traffic speeds exceed (40) mph.. When traffic speed is (40) mph. or below, cones shall be placed in the same pattern with a distance between them of (25') feet. **All Traffic Control Devices used shall be kept clean, maintained, or replaced, to furnish the fullest effect possible for Traffic Control.** CONTRACTOR shall have all his/her employees trained and certified in accordance with, **U.S. DEPARTMENT OF TRANSPORTATION Part VI Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations-Part VI of the Manual on Uniform Traffic Control Devices-(MUTCD), 2009 Edition of MUTCD, Revisions 1 and 2, May 2012, or latest version.**

**END OF PART III**

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## PART IV

## HOURLY WORK

### 35.0 RIGHT - OF - WAY WORK DESCRIPTION

35.1 VEGETATION TERMS ARE AS FOLLOWS:

35.1.1 Brush Hand-Cut:
(500') square foot unit of brush removed by manual labor.

35.1.2 Brush Mechanical-Cut:
(500') square foot unit of brush removed by mower or other mechanical device.

35.1.3 Brush Spray:
(500') square foot unit of brush treated with approved herbicide.

35.2 TREE TRIMMING TERMS ARE AS FOLLOWS:

35.2.1 Primary Trim:
Natural tree trimming method (Shigo Booklet) used to obtain proper (3)-year clearance from GEA energized Primary lines. This includes side trims and overhangs.

35.2.2 Service Trim:
Natural tree trimming method (Shigo Booklet) used to obtain proper clearance from open wire secondary and service drops.

35.2.3 Crown Reduction:
Natural tree trimming method (Shigo Booklet) used to obtain proper (3)-year clearance by reducing the overall canopy of the tree. This includes "V" out pruning.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

35.3 TREE REMOVAL CATEGORIES ARE AS FOLLOWS:

35.3.1 Removal (4" X 10"):
The removal of a tree measuring (4") to (10") in diameter.

35.3.2 Removal (10" X 20"):
The removal of a tree measuring (10") to (20") in diameter.

35.3.3 Removal (20" X 30"):
The removal of a tree measuring (20") to (30") in diameter.

35.3.4 Removal (30" >):
The removal of a tree measuring (30") or greater in diameter.

## 36.0 BRUSH DEFINITION

36.1 Brush is defined as any woody stem plant species of less than (4") four inches in diameter of at least breast height (DBH). A Unit of Brush is (500') square feet measured from drip line to drip line. A Tree is defined as any woody stem plant species greater than (4") four inches in (DBH).

## 37.0 PRE-PLANNING

37.1 Brush removals are identified by a painted slash mark on the stem or the boundaries of the brush area will be marked. Trims will be marked with a dot of paint and tree removals will be marked with a painted-X. The GEA Utility Forester will summarize the number of removals, trims, and units of brush on the line clearance plan or a general Tree Ticket Work Order Form. A circuit map will be provided as needed. The CONTRACTOR that is awarded the Contract will complete all projects in accordance with GEA, Line Clearance Standards and Specifications, including the Line Clearance Plan or General Tree Ticket Work Order Form.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 38.0 SCOPE OF OPERATIONS

38.1 Distribution R/W Side Trimming (Shigo Booklet) will include the pruning or removal of all incompatible (tall growing) species of trees within the utility Right-of-Way as identified by the GEA Utility Forester. For all pole structures the Right-of-Way width is (30') thirty feet, (15') fifteen feet on either side of the centerline. Work will be performed to provide ground to sky clearance. The intent is to storm proof the line by removing overhang that would present a hazard during ice, strong winds, and heavy wet snow. It does not require that the Right-of-Way width be an absolute box (30') thirty feet wide with everything removed to the sky. However, there should not be any overhang directly over conductors with exceptions only as authorized by GEA. Hardwood overhang (oak, beech, hickory, etc.) with greater than (15') fifteen feet clearance on the vertical will be left. Maximum clearance shall be obtained on all un-maintained rural Rights-of-Ways, i.e. collar cut to main parent stem.

38.2 Landscape or Individual Trees (Shigo Booklet) will be pruned to provide the clearances in these Specifications. Pruning shall include the removal of all dead, dying, or defective limbs, which may interfere with or endanger the safe operation and maintenance of the line even those determined outside the clearance specified. Small trees, saplings (4" X 10") DBH in landscape or developed areas shall be removed with property owner's permission or identified on the Line Clearance Plan.

38.3 Mechanical Reclearing includes the bush hogging of all incompatible (tall growing) species of trees and brush. If there are not incompatible brush species present, then mechanical reclearing should not be done. The mower operator must use care to avoid damaging lilac, juniper, and other compatible species.

38.4 Where incompatible tree species are present, but are situated in areas not accessible by the mower, such as near poles, in hollows, or along the tree line edge, the mower operator shall be responsible for their removal by hand unless otherwise authorized by GEA Utility Forester, or noted in the Line Clearance Plan or the General Tree Ticket Work Order Form.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

38.5 The equipment operator shall be responsible for ensuring that mechanical reclearing equipment is used in a manner that is safe for and protects the public from flying debris. Such equipment should not be used in close proximity to houses or other dwellings and should be used with caution along highways and roads.

38.6 Manual Reclearing: (Shigo Booklet) includes the hand cutting of all incompatible (tall growing) species of trees and brush.

38.7 Danger Trees: all dead, dying, defective or leaning trees which endanger the safe operation and maintenance of the line shall be routinely removed as part of the landscape, individual tree, or R/W side trimming procedures.

## 39.0 LINE CLEARANCE TRIMMING: LANDSCAPE AND FRUIT TREES

39.1 All trees interfering with the safe operation and maintenance of overhead lines shall either be trimmed, removed, re-cleared, or reported in situations where necessary Work cannot be performed. Premature re-trimming generally only results in increased expense and little actual benefit. All clearance tree trimming shall conform to the following specifications:

39.1.1 Trees along Primary Conductors shall be trimmed to allow a maximum re-growth rate of (5) five years, as to provide minimum clearance. The rate of tree regrowth, type of tree, line importance and voltage of conductors should all be considered in determining actual clearance necessary.

39.1.2 All dead, dying, defective, or leaning trees, which endanger the safe operation and maintenance of primary wires, should be identified in the Line Clearance Plan and removed. Large trees which only endanger service or secondary wires shall not be removed without specific approval by the GEA Utility Forester, unless identified in the Line Clearance Plan or General Tree Ticket Work Order Form.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

39.1.3 Secondary and Service Lines require (3') to (5') of minimal clearance when the following is occurring or will potentially occur in the near future:

39.1.3.1 Tri-plex - pushing out of sag, rubbing on, leaning on trees or tree limbs.

39.1.3.2 Duplex - pushing out of sag, rubbing on, leaning on trees or tree limbs.

39.1.3.3 Quadra-plex - pushing out of sag, rubbing on, leaning on trees or tree limbs.

39.1.3.4 Open Wire Services and Secondary - pushing out of sag, rubbing on, leaning on, or growing through trees or tree limbs.

39.2 A minimum of (5) five years clearance based on growth is needed. Exceptions will be allowed where this would require the removal of major limbs, which would drastically alter the shape of the tree. Such exceptions shall not result in the unsafe conditions or interfere with the safe operation and maintenance of the line.

39.3 Landscape or individual trees with low to medium growth rates generally should not be trimmed for more than (15') fifteen feet of clearance. Trees drastically trimmed over (15') fifteen feet or more in clearance only serve to offend the public's sense of aesthetics and cause difficulties in securing future trimming access.

39.4 All shaping landscape and individual trees in developed areas will present an acceptable uniform canopy, where this will not interfere with existing or proposed conductors. Excessive trimming will encourage sucker re-growth and tree-wire clearances will not last as long as normal trimming.

39.5 All brush from public and private developed and/or landscaped property shall be completely removed and disposed of immediately upon completion of Work.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

| | |
|---|---|
| 39.6 | Brush and wood should not be allowed to remain on public thoroughfares or on lawns overnight unless arrangements have been made by the GEA Utility Forester, as identified in the Line Clearance Plan or General Tree Ticket Work Order Form with the authorities, or property owner, and the brush piles are properly marked for the safety of GEA customers, personnel, and the general public. |
| | |
| 39.7 | Wood which is useable as firewood should be left in manageable lengths, unless otherwise specified in the Line Clearance Plan or General Tree Ticket Work Order Form. |
| | |
| **40.0** | **PRUNING PROCEDURES** |
| | |
| 40.1 | Drop Crotch or Natural Trimming Natural pruning is the recommended method of controlling tree shape and should be followed whenever trimming. This method will be used for side, under, and through trimming also. To convert a tree to this method may require several years to permit proper development. The concept behind this type of trimming is to minimize regrowth and leave the tree looking as natural as possible. This method also eliminates unsightly stubs, which either die or produce a cluster of sprouts. Drop crotching is recognized as the most effective technique of Line Clearance Trimming. |
| | |
| 40.2 | Directional Trimming should be accomplished in conjunction with drop crotch or natural trimming. Cutting the limb off at a point where there is a limb heading away from the conductor will direct and encourage future regrowth away from the conductor. Reference: (Shigo Booklet) & (ANSI A300 Part 1 - 2017 pruning, Revision of ANSI A300 PART 1 - 2001). |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 41.0 BY PRODUCT DISPOSAL: NON-LANDSCAPE AREAS

41.1 All line clearing by-products (brush, wood chips, logs, wood, etc.) must either be bush-hogged, let lay or disposed of at sites at no charge to GEA as outlined below. Whenever possible, wood chips should be blown into the woods rather than the truck. Chip piles must be adequately spread out and must not cover cut logs or brush. Customer requests for chips will be identified in the Line Clearance Plan or the General Tree Ticket Work Order Form or even passed onto CONTRACTOR by the GEA Utility Forester.

41.1.1 All tree stumps and brush stems shall be cut as close to the ground as root swelling permits except in the cleared R/W center strip, stumps shall not exceed (1") one inch in height.

41.1.2 Trees and brush located along highways and streets shall be cut flush with the ground, unless otherwise specified by the Line Clearance Plan.

41.1.3 When cutting stumps for new line extensions, all stumps shall be cut flush with the ground.

41.1.4 All limbs shall be cut as close to log or firewood sections as limb will permit.

41.1.5 All wood (defined as material over (4") four inches in diameter) other than saw logs shall be cut into lengths that can be handled by two workmen and neatly stacked along side of R/W unless Line Clearance Plan specifications call for leaving wood as is on side of R/W.

41.1.6 All logs and wood shall be arranged in a neat workmen-like manner along the edge of the R/W. The logs and wood shall be kept separate from the brush at all times. Only those danger trees originating outside the R/W may be left outside the R/W after cutting.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

41.1.7 Logs and/or wood shall not remain within the limits of any State, County, or private roadway overnight. Where the electric line is adjacent to a State, County, or private roadway, all logs shall be placed at the edge of the R/W furthest from the road.

41.1.8 All Brush (defined as less than (4") four inches in diameter) shall be chipped by mechanical means and provided to GEA customers, who have requested chips be delivered to their property. Unless otherwise stated in The Line Clearance Plan or a General Tree Ticket Work Order Form.

41.1.9 Brush shall not remain within the limits of any State, County, Municipal, or private roadway overnight.

41.1.10 No brush shall be left where it will interfere with use and maintenance of fences and trails.

41.1.11 No brush shall be left in field crop areas or productive orchards.

41.1.12 Burning of brush is prohibited.

41.1.13 Bush hogging is the preferred method for CONTRACTOR to use as a mechanical means of removing brush from any GEA R/W.

## 42.0 HERBICIDE

42.1 Stump treatment involves spraying cut stumps with either an oil based mixture or a ready mixed non-oil solution. This type of treatment is prescribed when vegetation is cut to ground line. Therefore, its primary use is for initial clearing or re-clearing where it is applied to stumps of selectively cleared non-compatible species.
ALL stump applications shall include dye in herbicide mixture. GEA must approve all stump spraying.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

42.1.1 All stump herbicide chemicals must be applied in accordance with manufacturers product label, Tennessee Department of Natural Resources Regulations and U.S. Environmental Protection Agency Registration.

42.1.2 All newly cut stumps (except evergreens) shall be treated immediately after the tree is cut.

42.1.3 Any Stump that is cut by the CONTRACTOR and left untreated will be re-cut and treated by the CONTRACTOR at his/her expense.

## 43.0 HERBICIDE USE

43.1 All herbicides shall be applied in strict compliance with all Federal, State and Local Laws and Regulations. This includes, but is not limited to, transportation, handling, chemical, and container disposal requirements.

43.1.1 CONTRACTOR shall have all herbicide applications approved by GEA.

43.1.2 All herbicide activity shall be performed in accordance to product label.

43.1.3 CONTRACTOR shall perform basal and foliar chemical treatment as directed by GEA.

43.1.4 The CONTRACTOR shall guarantee a (75-80%) control rate on all herbicid treatment.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

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| | |
| 43.2 | The CONTRACTOR shall thoroughly inform himself of all local conditions and factors which could or might affect chemical application. |
| | |
| 43.3 | GEA shall have the right to purchase chemicals from any supplier and furnish them to some or all crews. |
| | |
| 43.4 | Unless otherwise specified by GEA, the CONTRACTOR shall mix and apply all chemicals in accordance with the manufacturers recommendations. |
| | |
| 43.5 | The CONTRACTOR's use of chemicals in connection with this Work shall be in strict compliance with all Federal and State Laws, rules and regulations that govern the use of chemicals, including but not limited to: The Tennessee Hazardous Chemical Right to Know Act (T.C.A. Section 50-3-2001, et seq.), the Tennessee Hazardous Substance Act (T.C.A Section 68-27-101, et seq.), the Tennessee Application of Pesticides Act of 1978 (T.C.A. Section 62-21-101 to 62-21-131, et seq.), and the Federal Hazard Communications Standard (29 CFR 1910.1200). By undertaking to perform any part of the Work in which chemicals are used, the CONTRACTOR certifies that it is familiar with, has complied with and at all times will comply with the requirements (including but not limited to those relating to training and certification of those individuals with the responsibility for the application of all chemicals at GEA). CONTRACTOR shall comply with the posting of required notices to its employees and all that applies, under all foregoing laws, rules and regulations and further**, the CONTRACTOR will INDEMNIFY, DEFEND and save harmless GEA from and against any liability, claim, demand or damage arising or resulting from the CONTRACTOR'S non-compliance with or violation of any of the foregoing laws, rules or regulations.** |
| | |
| 43.6 | All Chemical mixing, transporting, application, storage, and disposal shall be in accordance with manufacturers recommendations. This includes any Pesticide laws as listed herein and above. |
| | |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

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| | |
| 43.7 | GEA shall have the right to specify when and where chemical application and/or chemical spraying will be used in rural areas or otherwise. Contractor shall not be obligated to spray stumps or other vegetation where damage to crops, orchards, or ornamental plants may result from chemical drift. Particular care must be taken to prevent run off especially near any body of water or stream. No spraying shall be done thirty minutes after fog, dew, or rain sufficiently heavy to cause run-off unless authorized by GEA. Areas shall be re-sprayed at GEA expense where rain occurs within (30) thirty minutes after spraying. |
| | |
| 43.8 | The Contractor shall be a licensed commercially chartered business for herbicide application as set forth in the **GEA STANDARDS AND SPECIFICATIONS.** The CONTRACTOR shall be responsible for the accurate recording and submitting of all forms required by the various regulatory agencies and for meeting all applicable Federal and State Rules and Regulations. The CONTRACTOR is required to have in his/her possession, copies of the herbicide labels of all herbicides being used along with copies of the Manufacturer's Safety Data Sheets (SDS). |
| | |
| 43.9 | Chemical spills shall be immediately cleaned up in a manner consistent with label restrictions, Federal and State Regulations, and acceptable environmental procedures. The CONTRACTOR shall provide each crew with a spill kit containing sufficient materials for cleaning up and neutralizing potential spills of liquid chemicals. The spill kit shall consist of, but not be limited to the following materials: absorption material (such as saw dust or oil dry), baking soda or laundry detergent, ammonia (undiluted) and trash bags for disposal of waste. CONTRACTOR shall be responsible for disposal of all toxic or hazardous waste. |
| | |
| 43.10 | The CONTRACTOR shall provide certified applicators and provide (EPA) required (PPE) equipment. This includes, but is not limited to the following: goggles, sleeves, non-permeable gloves, aprons, hard hats and a change of clothing or other safety equipment. The CONTRACTOR shall provide a truck that has covers and locks adequately to comply with Federal and State (DOT) regulations in which to store and transport chemicals used to spray vegetation. |
| | |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 44.0 CREW REQUIREMENTS AND RESPONSIBILITIES

44.1 It is the responsibility of the CONTRACTOR to fill all positions required to accomplish the Work, with employees who are knowledgeable and thoroughly trained in all aspects of the Work, to perform their prospective Work assignments. All field personnel are required to:

44.1.1 Learn and observe all safety rules from CONTRACTOR's Safety Manuals.

44.1.2 Maintain professional appearance.

44.1.3 Develope prompt and regular work habits.

44.1.4 Conduct themselves in a professional manner at all times while on the job.

44.1.5 Use personnel protective equipment as required by OSHA regulations and as indicated by conditions in the field.

## 45.0 QUALITY OF WORK

45.1 All Work performed by the CONTRACTOR is subject to inspection and approval by GEA. Any Work not meeting GEA STANDARDS AND SPECIFICATIONS, and/or as defined in the Line Clearance Plan or a General Tree Ticket Work Order Form will be re-worked at the CONTRACTOR's expense.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 46.0 HOURLY INVOICES

46.1 CONTRACTOR shall submit weekly invoices for payment which shall contain the applicable information:

HOURLY BILLING

46.1.1 Hourly crew classification.

46.1.2 Amount of hours billed by classification.

46.1.3 Description of crew type.

46.1.4 Rate of hourly crew.

46.1.5 Man-hour rate when situation dictates exception to billing.

46.1.6 Equipment rate when situation dictates exception to billing.

46.1.7 Total cost per classification.

46.1.8 Amount of invoice.

46.1.9 Invoice billing period.

46.2 Time sheets will be turned into GEA each Monday morning covering the previous weeks Work for Hourly Crews. The time sheet must show a work location for each day along with the usual names, man hours worked by each crew member, equipment used and crew member classification. Equipment down time will not be payable by GEA, however, these instances will be noted by a comment on the time sheet.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

46.3 The only billable down time on Hourly Rates to GEA is for (2) two man-hours due to inclement weather at the beginning of the routine Work day, when Work has been cancelled for the day due to the unfavorable weather conditions. The cancellation or calling of the routine Work day must be approved by GEA. Only those individuals working Hourly Rates qualify for the above specified amount.

## 47.0 RADIO EQUIPMENT

47.1 GEA will provide two way radios for the purpose of maintaining field communications between GEA and the CONTRACTOR. This will be provided at no cost to the CONTRACTOR and will be returned to the GEA at the termination of the Contract. The CONTRACTOR shall assume responsibility for the radios while they are issued to him. Normal maintenance will be provided by GEA.

## 48.0 EMERGENCY RESPONSE

48.1 The CONTRACTOR will be expected to have at least (3) three fully equipped (2) two member crews available within two hours. This will enable GEA to utilize CONTRACTOR crews, in order to expedite electric power restoration to its customers in an efficient manner.

## 49.0 UNIT CREWS

49.1 GEA will not require unit crews for this (5) yr contract. However the GEA reserves the authority to facilitate a unit based program if the workload is more than otherwise expected form the normal routine of day to day work assignments.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

49.2 Contingency Plan: CONTRACTOR shall provide cell phones to the general foreman and each crew leader. The cell phones will be of top quality grade and performance. Each cell phone shall be complete with a location/tracking mechanism. The location/tracking mechanism shall be accessible to GEA (24) hours a day, (7) days a week, for the duration of the contract.

## 50.0 HOURLY CREWS

50.1 GEA will require (4) hourly bucket truck and chipper crews, with (2 to 3) qualified personnel per crew, for its tree trimming and tree removal needs. It is expressly understood that the Hourly Rates quoted and submitted by the CONTRACTOR shall include all charges, profits, overheads, and fringe benefits of every kind, and if this proposal is accepted, GEA will not be billed nor will it pay Hourly Rates in excess of those submitted by CONTRACTOR in PART V BID DOCUMENTS, (Section 55.0, p. 46). The only exception for an increase in Hourly Rates will be on the Anniversary date of the Contract Agreement each year but not to exceeding the initial (5) five year term, in accordance to; PART III SPECIAL CONDITIONS, (Section 29.0, p. 19).

## 51.0 PERSONNEL MAKE-UP OF HOURLY CREWS

51.1 Hourly Crew personnel shall consist of, but not limited to, the following minimum requirements:

| | | |
|---|---|---|
| 51.1.1 | General Foreman (1) | |
| 51.1.2 | Hourly Ticket Crew (X3) | Consisting of: 1 Crew Leader and 1 Tree Trimmer |
| 51.1.3 | 69 KV Crew (X1) | Consisting of: 1 Crew Leader and 2 Tree Trimmers and 1 Ground man |
| 51.1.4 | Flagging Crew # 1 | Consisting of 2 Traffic Control Personel. |
| 51.1.5 | Flagging Crew # 2 | Consisting of 2 Tree Trimmers |
| 51.1.6 | Flagging Crew # 3 (Extra) | Consisting of 2 Tree Trimmers |

51.2 CONTRACTOR shall provide cell phones to the general foreman and each crew leader. The cell phones will be of top quality grade and performance. Each cell phone shall be complete with a location/tracking mechanism. The location/tracking mechanism shall be accessible to GEA (24) hours a day, (7) days a week, for the duration of the contract.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 52.0 EQUIPMENT MAKE-UP OF HOURLY CREWS

52.1 Hourly crew equipment shall consist of but not limited to, the following minimum requirements.

52.1.1 AERIAL UNITS:
Three Aerial lifts (Two 65' ft. and Two 75' ft. minimum working height form ground to bottom of bucket), with front end winches and a 10cu. Yd. covered dump body minimum. Two disc chippers with a 12" inch chipper minimum.
Two winch chippers at a 12" chipper minimum.

52.1.2 MINIMUM EQUIPMENT AND TOOLS:
Chain Saws and Leaf Blower
(1) 14" with a minimum 48cc engine
(1) 24" with a minimum 64cc engine.
(1) 36" with a minimum 91.1cc engine.
(1) Leaf Blower with a minimum 27.2cc engine.

52.1.3 Ropes:
(2) 1/2" with 100' ft. or more.
(1) 3/4" with 200' ft. or more.

52.1.4 Miscellaneous:
(2) brooms
(2) shovels
(3) rakes
(16) traffic cones
(4) flags minimum
(4) 2.5 gallon gas cans
(1) sledge hammers
(4) wedges
(1) cant hook
(2) brush axe

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

52.1.5 Minimum traffic control signs:
(2) flagger ahead
(2) men working in trees
(2) one lane road ahead
(2) be prepared to stop

52.2 BUSH HOG UNIT:
Minimum requirements for either ***option*** listed as follows:

52.2.1 Four - wheel drive (4WD), rubber tires, 85 horse power (minimum) with a 30' ft. (minimum) reach side mounted bush hog.

52.2.2 Four - wheel drive (4WD), rubber tires, 85 horse power (minimum) with a 6' ft. (3-point hitch heavy duty bush hog).

Non - optional:
Pick-up truck full size with service body.

**END PART IV**

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## PART V

## BID DOCUMENTS

### 53.0 BID FORM

53.1 BID TO:

GREENEVILLE ENERGY AUTHORITY
ATTENTION: T J FRESHOUR, PURCHASING DIRECTOR
1200 W ANDREW JOHNSON HIGHWAY
GREENEVILLE, TN 37745

BIDDER:

_____
_____
_____
_____

53.1.1 The undersigned Bidder agrees, if this Bid is accepted, to enter into and execute in the form attached to the Bidding Documents an Agreement with GEA to complete all Work as specified or indicated in the Contract Agreement, GEA Standards and Specifications, and Bidding Documents, For the quoted Contract Bid Price listed herein.

53.1.2 Bidder accepts all terms and conditions of the Instructions to Bidder's and acknowledges that all Work shall be performed in accordance with the Contract Documents of GEA. In the event of a conflict between the Contract Documents and the GEA Standards and Specifications when incorporated by reference, the one requiring the highest level or quality of Work shall control. This Bid will remain open for acceptance by the GEA and may not be withdrawn by the bidder until (30) thirty days after the day of Bid opening.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

53.1.3 Bidder has examined and carefully studied the Bidding Documents, the Advertisement for Bids, Instructions to Bidders, and the following Addenda.

Bidder Acknowledgement by Signature:

_____

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any disclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any Bidder to submit a false or sham Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over GEA.

The Bidder agrees to furnish all labor, equipment, and incidentals as required for the completion of the Work, all in accordance with the Bidding and Contract Documents. Bidder hereby offers to complete the Work for the Unit Price and Hourly Price indicated on the Bid Form.
The GEA reserves the sole right to employ two or more CONTRACTOR's for the facilitation of its Rights-of-Ways. The full term of the Contract Agreement as designed by the GEA is a NON-EXCLUSIVE Agreement and the GEA may delegate other projects, circuits, new line extensions, and etc., at the GEA's discretion, to any Contract Tree Trimming or Removal Company as the GEA deems beneficial.

The Bidder understands that the GEA reserves the right to reject any or all Bids and to waive any formality in the Bidding.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

**SUBMITTED ON** _____

(CORPORATE SEAL)

AUTHORIZED SIGNATURE

_____

By _____

Title _____

Company Name _____

Address _____

_____

Phone (  ) _____

Fax _____

State of Incorporation _____

Contractors License No._____

Attest _____

Title _____

The full names and addresses of parties interested in this Bid as principals are as follows:

_____

_____

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 54.0 UNIT BID RATES

54.1 UNIT WORK

| TYPE / UNIT | AMOUNT (PER UNIT) |
|---|---|
| PRIMARY TRIM | **NO BID** |
| SECONDARY TRIM | **NO BID** |
| CROWN REDUCTION | **NO BID** |
| REMOVAL 4" X 10" | **NO BID** |
| REMOVAL 10" X 20" | **NO BID** |
| REMOVAL 20" X 30" | **NO BID** |
| REMOVAL 30" > | **NO BID** |
| BRUSH HAND CUT | **NO BID** |
| BRUSH MECHANICAL CUT | **NO BID** |
| BRUSH SPRAY | **NO BID** |

*All work shall be completed in accordance with Contract and GEA Standards and Specifications*

*NO UNIT BIDS WILL BE RECEIVED BY GEA AT THIS TIME*

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## 55.0 HOURLY BID RATES

55.1 HOURLY WORK

| CREW TYPE / HOURLY | AMOUNT (PER HOUR) |
|---|---|
| MANUAL CREW -(CHIP TRUCK & CHIPPER)<br>(3)-Man Fully Equipped-GROUNDPERSON, CREWLEADER, TREETRIMMER | |
| 75 ' BUCKET TRUCK AND WINCH CHIPPER<br>(2)-Man Fully Equipped-CREWLEADER, TREETRIMMER | |
| 65 ' BUCKET TRUCK AND CHIPPER<br>(2)-Man Fully Equipped-CREWLEADER, TREETRIMMER | |
| GROUND PERSON | |
| TREE TRIMMER | |
| CREW LEADER | |
| SUPERVISOR<br>( WITH 4 X 4 PICK - UP ) | |
| 4 X 4 BUSH HOG WITH SUPPORT TRUCK<br>2-Man Fully Equipped and Saws-CREWLEADER, GROUNDPERSON | |
| 4 x 4 PICK - UP | |
| Flagging Crew:<br>1 Traffic Control Leader, 1 Traffic Control Person<br>1 Truck with with All Traffic Control Equipment | |

*All work shall be completed in accordance with Contract and GEA Standards and Specifications*

**END PART V**

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## PART VI

## R.O.W. CLEARANCE AND TREE TRIMMING POLICY

### 56.0 TREE MAINTENANCE POLICY

56.1 Tree Trimming, Removal, And Vegetation Management Program, Section 5.2 of the GEA Policy And Procedure Manual.

Program goals are: To obtain maximum clearance of vegetation from energized conductors at minimum costs, while respecting the rights of property owners; to achieve a reasonable and practical trimming cycle for all distribution circuits.

The purpose of maintaining a right-of-way (easement) is to provide for employee and public safety; to maintain system reliability; and to provide for repair and replacement of distribution infrastructure.

Legal Right of GEA: GEA has the
authority and duty to maintain the city's electric power distribution system. GEA has the legal right to install its power lines in all public rights-of-ways and easements that are necessary to operate and maintain its electric distribution system. Examples of rights-of-way and easements that can be used are streets, roads and subdivision lot line easements. Refer to T.C.A. 7-52-104.

To the extent that documentation of a right-of-way or easement can not be found, GEA's right to maintain and use an existing structure cannot be challenged by owner unless the challenge is made within one year after the time the power line is installed. Refer to T.C.A. 29-16-124.

GEA has the right to cut, trim or remove trees that obstruct or impede poles and wires that are used for the purpose of operating its distribution system. Refer to Johnson v. City of Chattanooga, 175 s.w. 2d 175 (1945 Tenn.)

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

GEA has the legal right to do what is necessary to maintain and protect its facilities within the right-of-way. In order to provide and maintain electric utility service for the common good of the service area community this right has been granted by law and upheld in court. If a property owner prevents or attempts to prevent either the proper maintenance of existing power lines, or cutting, removal or trimming of trees that interfere with the GEA's power lines then the GEA has the right to bring suit for an injunction against that person to prevent such interference. In such a suit, in addition to the injunction, Greeneville Energy Authority would be entitled to recover any additional costs that would be incurred as a result of the delay as well as recover any costs or expenses of the lawsuit.

Right-of-Way: Maintenance of the electrical power lines requires the removal of tree limbs, which encroach into the Right-of-Way and endanger the power line. Trees are trimmed to a minimum of ten feet from any energized conductor and all trees growing within the Right-of-Way are subject to being trimmed or removed from the Right-of-Way. All limbs overhanging the power line are subject to a minimum (12)-foot clearance.

A Right-of-Way is vital to provide clearance from anything encountering energized power lines. This is necessary for public safety and system reliability. A Right-of-Way is also necessary for the GEA to maintain and upgrade the facilities used to bring power to its customers.

Tree Trimming and Removal: GEA will utilize the "Lateral Pruning Method" to perform tree-trimming operations on its utility Rights-of-Way and utility easements. The tree program has three parts: (1) Tree Trimming, (2) Tree Removal, and (3) Tree Replacement.

Trees are trimmed to insure safety of the public and environment; to insure the reliability of electrical service; and to control costs of repairing downed power lines.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

All trimming shall be performed in accordance with modern arboriculture standards. Trimming shall be done in such a manner as to provide clearance for power lines with emphasis on current tree growth. Trimming methods shall be in accordance with guidelines outlined in field pocket guide named **"PRUNING TREES NEAR ELECTRIC UTILITY LINES"** by Dr. Alex L. Shigo, (former chief and pioneering project leader, U.S. Forest Service). Exception to rule-(Section 5.2 Customized Trimming).

All pruning operations shall use a form of natural pruning, and include drop crotching, directional trimming and selective cutting.

Customized Trimming: GEA Customers may request customized tree trimming services, such as "rounding-over", on "yard trees" located on that Customer's property. Such requests will only be considered if the customized trimming does not reduce the overall safety or effectiveness of trimming work deemed necessary by GEA. Plus, the customized trimming work shall not be started until the Customer arranges to pay the full cost of such work.

Tree Replacement Program: As described below, GEA will provide replacement trees in exchange for the removal of yard trees interfering with energized lines. This replacement program does not include damaged or dead trees that are either interfering or posing a threat to energized lines. This program is specific to yard trees at the owner's request or where GEA determines it can benefit over the long term to remove the tree in relation to the cost of trimming the tree.

Tree Removal Should Be Performed: Tree removal should be performed under the following conditions:

(1) Trees where adequate clearance cannot be obtained.
(2) Dead or damaged trees that are in the fall radius of power lines.
(3) Trees located directly under lines, including fast growing volunteer species.
(4) Trees that are unsightly after trimming.
(5) Trees that require more than one-man hour of work per each trimming cycle.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

(6) Trees with an annual sucker growth of 30" (inches) or greater.

Tree Removal Should Not Be Performed: Tree removal should not be performed under the following conditions:

(1) When the GEA lines are not directly involved.
(2) When the tree is a low growing tree or shrub that will not interfere with power lines during it's projected life span.
(3) When a service line or a security light is the only line involved. The only exception is a danger tree or damaged tree that requires an immediate response to prevent the occurrence of an outage.

Requirements of Contractor for Tree Trimming Operations. All contractor employees associated with GEA vegetation management program shall work in compliance with all GEA in house guidelines, and with all state, federal and local requirements related to their work around energized power lines. All personnel shall be qualified and certified in accordance with their respective job assignments.

Additional Requirements: Below is a list of additional requirements for tree trimming operations.

(1) OSHA Standard 1910.269 and subsequent paragraphs pertinent to tree trimming.
(2) ANSI Z133 - 2017 or latest version.
(3) ANSI A300 (Part 1)-2017 pruning, or latest version.
(4) National Electrical Safety Code C2-2002, Part 2, Section 21-(General Requirements), Sub-Part 218-(Tree Trimming), or latest version.
(5) GEA APPA Safety Manual Section 7, Subpart 701 to Subpart 708.
(6) GEA Policy Manual Section 5.2
(7) U.S. Department and Transportation Manual on Uniform Traffic Control Devices----(Part VI) Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations.

**END PART VI**

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

## PART VII

## CONTRACT AGREEMENT

### 57.0 GENERAL CONTRACT AGREEMENT

57.1 THIS AGREEMENT, made this _____day of _____, 2024, between Greeneville Energy Authority, party of the first part, hereinafter called "GEA" and _____ a _____ Corporation, having its principal offices at _____ _____ and registered to do business in the State of Tennessee, party of the second part, hereinafter called "CONTRACTOR".

WITNESSETH, that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and the payment hereinafter agreed to be made, it is mutually agreed as follows:

57.1.1 CONTRACTOR agrees to furnish all supervision, labor, tools, transportation, equipment, and materials necessary to trim and/or remove trees interfering with GEA's power lines, to cut and/or chemically treat brush and undergrowth on GEA's Rights-of-Way, and to dispose of the debris resulting from such Work, as directed by GEA.

57.1.2 CONTRACTOR agrees to secure all permits and licenses of a temporary nature necessary for the execution of the Work to be performed hereinafter and to pay all charges and fees required for such permits and licenses.

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

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| 57.1.3 | In the event, normal procedures for the pre-planning of GEA circuits fail to produce adequate results in obtaining consent or permission for the necessary Work from the property owner or public authorities having ownership or control over each tree to be trimmed or removed and/or all property to be cleared or sprayed, the CONTRACTOR agrees to cooperate with and assist GEA in securing those agreements for CONTRACTOR's Crews to proceed with their Work assignments. Permission for all tree removals shall be obtained in writing. Whenever permission cannot be obtained, such Work shall not be done, and all such omissions shall be reported to GEA. No further action shall be taken in such cases except upon mutual agreement of the parties herein. |
| 57.1.4 | CONTRACTOR agrees to perform all Work to the GEA Contract Standards and Bid Specifications listed herein and before to the complete satisfaction of GEA, and in compliance to all Federal, State, county, municipal, and local laws, ordinances, and regulations applicable to said Work. All Work shall be performed in compliance with Industry Standards and principles established for such Work. |
| 57.1.5 | All tree trimming shall be done so as to obtain maximum clearance with due regard to current and future tree health and symmetry, and in conformity with permissions obtained. Whenever practicable and permissible, all dangerous overhanging limbs shall be removed. |
| 57.1.6 | Whenever practicable and permissible, dead and defective trees and fast growing incompatible trees located so as to be a hazard to GEA's lines, shall be removed. All trees removed shall be in compliance with GEA CONTRACT STANDARDS AND BID SPECIFICATIONS listed herein before and after and as professional practices permit. |
| 57.1.7 | All trees and brush removed in the Rights-of-Way cutting shall be cut to within (1") one inch of the ground line. Logs shall be sawed, removed or left as directed in the Line Clearance Plan or General Tree Ticket Work Order Form. |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

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| 57.1.8 | CONTRACTOR shall not commence Work until he/she has delivered proof of required certificates of insurance to GEA. |
| 57.1.9 | Should the Contractor, fail or refuse to begin to diligently proceed with the Work after receipt of the Contract; assign or sublet this Agreement or any part thereof without prior written consent of the GEA; or violate any provision of this Agreement; or allow any officer, director, shareholder or partner of CONTRACTOR to have any relationship with GEA which would violate the conflict of interest provisions of the T.C.A. § 6-54-107 and/or § 12-4-101. Then in any such events, the GEA may immediately take one or more of the following actions:<br>(1) Cancel this Agreement.<br>(2) Require CONTRACTOR to discontinue the Work immediately.<br>(3) Sue the CONTRACTOR for damages suffered by the GEA, including consequential damages, and seek and obtain whatever equitable relief by way of injunction or specific performance that may be available. Seeking any one or more of the above remedies will not be a waiver of any remedy available to the GEA. The CONTRACTOR shall pay the cost and expense of the GEA's enforcement of its rights hereunder, including but not limited to reasonable attorney's fees. |
| 57.1.10 | CONTRACTOR is an INDEPENDENT CONTRACTOR and neither CONTRACTOR nor any of its employees shall be deemed to be agents or employees of the GEA. The CONTRACTOR agrees to maintain a professional workforce at all times. The CONTRACTOR shall enforce good order and discipline among their employees and any other persons performing the Work. CONTRACTOR employees performing the Work shall be legal residents of the U.S.A.,present a neat appearance and treat GEA employees, its customers, and the general public in a polite manner. The CONTRACTOR shall not employ unfit persons or persons not skilled in the specific tasks of the Work. The CONTRACTOR, at his/her expense, shall promptly replace employees who do not meet these minimum requirements without impeding the progress of the Work. |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

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| 57.1.11 | The CONTRACTOR shall indemnify, defend and hold harmless GEA. In compliance with the terms and conditions of Part II GENERAL CONDITIONS, (Section 20.0, DEFENSE OF SUITS, p. 13). |
| 57.1.12 | The CONTRACTOR is responsible for any and all tax liabilities, which may be imposed upon the Work, or any materials used therein under the sales or use tax laws of the State of Tennessee. It shall be the CONTRACTOR's responsibility to determine if taxes are due on the Work or materials installed under this Agreement and to take appropriate steps to obtain exemption certificates or such other documentation from the Tennessee Department of Revenue that may be necessary to qualify for any exemptions from such taxes. If sales and/or use taxes are required to be paid in connection with the Work, then all such taxes must be paid by the CONTRACTOR. On the other hand, if such taxes were included in the Bid, but found by the GEA not to have been required to be paid, then the GEA shall require CONTRACTOR to reimburse GEA the specified monetary amounts. |
| 57.1.13 | The CONTRACTOR has examined and carefully studied the Documents described hereinbeforeandafter and has identified any and all conflicts, errors, ambiguities, and discrepancies to the GEA in writing and the written resolution by the GEA is acceptable to the CONTRACTOR; and the CONTRACTOR has determined that it can deliver the Work for the Contract price quoted by the CONTRACTOR in the Bid Documents. |
| 57.1.14 | The CONTRACTOR may not assign this Agreement or Subcontract any part of the Work without written consent of the GEA. No amendment, modification or interpretation of this Agreement by the GEA shall be effective unless the same is in writing and signed by the authorized representative of GEA. |
| 57.1.15 | The CONTRACTOR shall implement an employment screening program. The program shall be complete with a background check, including validation of social security numbers of its employees. This information shall be available to GEA upon request. |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

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| 57.1.16 | The CONTRACTOR is responsible for all damages to public and private property, to the extent such claim is caused by Contractor's negligent peformance of the work hereunder. Repairs to inhabited buildings and structures will be performed within (24) hours of notification from the GEA or the property owner. The CONTRACTOR shall initiate repair of all other property damaged during the performance of the Work within (2) two working days from the time of notification of such damage and shall complete such repairs within (5) five working days. The CONTRACTOR shall resolve all customer related complaints, which are solely due to the inadequate or negligent performance of his/her Work within (5) five working days. If the CONTRACTOR fails to perform repairs in a timely manner as determined by the GEA; the GEA will complete said repairs and subtract the cost of repairs from CONTRACTOR's monthly payments due to the CONTRACTOR for the Work he/she has performed. |
| 57.1.17 | CONTRACTOR agrees to keep the necessary guards and protective devices at locations where the Work is being performed to prevent accidents to the public or damage to the property of GEA or the general public. Including compliance to, but not limited to; Part III Special Conditions, Section 34.0 TRAFFIC CONTROL DEVICES, p. 24. |
| 57.1.18 | CONTRACTOR agrees to furnish to GEA, or its representative, carefully prepared daily time sheets showing the nature, amount and location of Work performed, together with the number of man-hours and equipment hours involved. This includes quantities of material used, the number of trees trimmed and removed, and units completed per each crew and other pertinent information, which may, from time, to time, be requested by GEA. |
| 57.1.19 | CONTRACTOR agrees to submit to GEA itemized invoices based upon the information required in; Part IV HOURLY INVOICES, Section 46.0 p. 37. |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

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| 57.1.20 | The GEA agrees to pay monthly for the Work completed under this Contract Agreement. Invoices received by GEA shall be paid within (30) thirty days; PART I BIDDING REQUIREMENTS, SECTION 9.0 p. 6, and only after GEA has had reasonable opportunity to satisfy itself that the Work covered by such invoices has been performed in compliance with the terms of the Contract Agreement. |
| 57.1.21 | CONTRACTOR agrees to provide Workmen's Compensation, Property Damage, and Public Liability Insurance in compliance with: Part II GENERAL CONDITIONS, (Sections 23.0 & 24.0) p.14, p.15, p.16, p.17 Certificates showing that CONTRACTOR has properly protected itself and GEA by means of such insurance shall be attached hereto and shall form a part of this Agreement. |
| 57.1.22 | This Agreement is not intended to constitute an Agreement of hiring under the provision of any Workmen's Compensation or unemployment compensation law, any old age benefit law, or similar law, and it shall not be so construed. CONTRACTOR agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the Federal and/or State Government which are measured by remuneration paid to CONTRACTOR's employees. |
| 57.1.23 | CONTRACTOR agrees to secure from GEA information as to the nature of the circuits involved in all cases before Work is commenced. It is understood by and between the parties that the energized electrical circuits of GEA are to continue in normal operation during this Work, and the CONTRACTOR is to provide and use all protective equipment required for the protection of CONTRACTOR's employees and to guard against interfering with the normal operation of said circuits; Part VI R.O.W. CLEARANCE AND TREE TRIMMING POLICY, Section 56.0 Tree Maintenance p. 47, p. 48, p. 49, p. 50. |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

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| 57.1.24 | This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators and assigns. |
| 57.1.25 | This Agreement shall continue to remain in force for (5) five years with the opportunity for CONTRACTOR to apply for rate adjustments on the anniversary date of the initial Contract Agreement in accordance with; Part III SPECIAL CONDITIONS, Section 29.0, CONTRACT SCOPE, p. 19. This Agreement may be terminated for just cause by either party upon (30) thirty days written notice to the other. |
| 57.1.26 | Should CONTRACTOR fail to comply with GEA CONTRACT STANDARDS AND BID SPECIFICATIONS, or fail to meet any provisions stated herein this Agreement, then GEA may terminate this Agreement upon (30) thirty days written notice to CONTRACTOR; Part II GENERAL CONDITIONS, Section 22.0 Right of GEA To Terminate Contract p. 13 . |
| 57.1.27 | The provisions of this Agreement shall apply only to any Work specifically requested from time to time by the GEA. |

# RIGHT OF WAY CLEARANCE AND TREE TRIMMING

57.1.28 In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, as of the day and year first above written, each party hereto retaining an executed copy hereof.

(SEAL)

CONTRACTOR:

_____

BY:_____

Attest:

Title:_____

Address:_____

_____ (Witness)

_____

Phone:_____

Fax:_____

CONTRACTOR's License No._____

(SEAL)

GEA
Greeneville Energy Authority

By:_____

Name: Chuck Bowlin
Title: General Manager
Address: 110 College Street
Greeneville, TN 37743
Phone: 423-636-6200

Attest:

_____ (Witness)

**END PART VII**