Greeneville Energy Authority
P.O. Box 1690, Greeneville, Tennessee 37744 / 423-636-6200

Bidders initials:_____

**GEA 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**

1.0 INTRODUCTION

1.1 The scope of these specifications is to provide requirements and guidelines for line clearance tree trimming, tree removal, or re-clearing of trees, brush, saplings and other vegetation in close proximity to energized power lines located on public and / or private rights-of-way.

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

2.0 LOCAL CONDITIONS

2.1 It is the sole responsibility of each bidder to thoroughly inform themselves 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.

2.2 It is to be understood and agreed that all 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.

3.0 ACCEPTANCE AND REJECTION OF BIDS

The GEA reserves the right to accept the bid which, in its judgement, 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 can be rejected.

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3.1 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.

4.0 **INFORMATION FOR BIDDERS**

4.1 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.

4.2 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. The 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 taxes from the Contract Price.

4.3 The Bid Proposal and the Bid Specifications contain all 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.

4.4 It is the responsibility of every bidder before submitting a Bid to examine and carefully study the Bidding Requirements listed herein before and after, including the Bid Proposal in its entirety and including any Addenda and any other referenced data identified in the Bid Specifications including GEA, Addenda referenced hereinandafter.

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4.5 It is the responsibility of every 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.

5.0 **DESCRIPTION OF WORK**

5.1 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 including but not limited to clean-up, traffic control, brush removal and repair of property damaged by Contractor's activities.

6.0 **PARKING FACILITIES**

6.1 The GEA will allow the Contractor to park within the GEA Operations Center facility. However, parking is limited and T&M crews will have first priority. No parking will be allowed inside GEA energized electrical substation facilities.

7.0 **SUBSTANCE ABUSE PROHIBITED**

7.1 The GEA is commited 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. Every bidder shall attach to their Bid, their written policies and practices regarding their drug and alcohol program.

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8.0 ADDITONAL INFORMATION

8.1 HOLIDAYS:

8.1.1 The GEA recognizes ten days during the year as holidays. The Contractor will not be allowed to work on these days without prior approval form the GEA. They are follows:

8.1.2 New Year's Day
8.1.3 Martin Luther King
8.1.4 Good Friday
8.1.5 Memorial Day
8.1.6 Independence Day (July 4th)
8.1.7 Labor Day
8.1.8 Veterens Day
8.1.9 Thanksgiving Day (2 Days)
8.1.10 Christmas Day

9.0 EMERGENCY AND STORM WORK PLAN

9.1 Every bidding Contractor shall include a description of your Emergency Response or Callout Plan. Indicate the number of crews available and time required to respond.

10.0 QUALIFICATION REQUIREMENTS

10.1 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.

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

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10.3 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 the 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:

10.4 Attach as Exhibit **I** 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.

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

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

10.7 Attach as Exhibit **IV** 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 ten years.

10.8 Attach as Exhibit **V** a current and valid copy of each of the following: Tennessee Contractors License, Contractors Certificate of Insurance and Contractors Pesticide Charter.

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11.0 **CONTRACT DOCUMENTS**

11.1 It is understood and agreed by the GEA and the CONTRACTOR, the GEA CONTRACT STANDARDS AND BID SPECIFICATIONS MANUAL, complete with (23) pages, shall prevail over any conflicts. The CONTRACTOR shall fulfill all the requirements listed herein, before and after, in its entirity, thus providong the GEA with a total quality management program.

12.0 **DEFINITIONS**

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

12.2 "Contract" or" Contract Documents" shall include the items enumerated above under CONTRACT DOCUMENTS.

12.3 "GEA" shall mean the Greeneville Energy Authority, All notices, letters and other communication directed to the GEA shall be addressed and delivered to:

**GREENEVILLE ENERGY AUTHORITY
Attn: T. J. Freshour
Purchasing Director
1200 West Andrew Johnson Highway
Greeneville, TN. 37745**

12.4 "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.

12.5 "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.

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13.0 **INDEPENDENT CONTRACTOR**

13.1 The relationship of any successful bidder to the GEA shall be that of an Independent Contractor.

14.0 **DEFENSE OF SUITS**

14.1 In case any action in court is brought against GEA or any officer or agent thereof for the failure, omission, or neglect of the Contractor to perform any covenants, acts, matters, or things by the Contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor or its agents. The Contractor shall indemnify, defend and save harmless The GEA and its officers and agents from all losses, damages, costs, expenses, attorney's fees, judgements, or decrees to the proportionate extent such is caused by Contractor's negligent performance of the work hereunder.

15.0 **PERMITS AND LICENSES**

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

16.0 **RIGHT OF GEA TO TERMINATE CONTRACT**

16.1 If at any time the GEA determines the Contractor's services are no longer useful, beneficial, or desirable, GEA will advise the Contractor in writing of its intent to either liquidate the contract or execute the performance bond for that particular project.

17.0 **INSURANCE REQUIREMENTS**

17.1 The Contractor shall secure and maintain insurance of the types and in amounts necessary to protect itself and the interest of the GEA against all hazards or risk of loss as herein and after specified. The form and limits of the insurance, together with the underwriter

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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 obligation under the contract and may result in termination of the agreement. GEA shall be named as an additional insured party on all policies required herein, to the extent of the Contractor's obligations under the contract. The additional insureds agree to cooperate with the Contractor, its representatives and insurers on any claim.

17.2 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.

17.3 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY:

17.3.1 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	$100,000 EACH PERSON

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17.4 COMPREHENSIVE AUTOMOBILE LIABILITY:

17.4.1 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.

17.4.2 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

17.5 COMMERCIAL GENERAL LIABILITY:

17.5.1 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 other 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.

17.5.2 The liability limits shall not be less than the following:

COMMERCIAL GENERAL 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

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18.0 **PROTECTION OF PROPERTY AND PUBLIC LIABILITY**

18.1 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 the GEA and employees of other contractors or sub-contractors, and all public and private property including structures and utilities, above and below ground.

18.2 The Contractor shall observe all State, Federal laws and regulations applicable to their his / her operations including without limitation OSHA Reguirements, (particularly 29 CFR 1910.269 Regulations pertaining to Line Clearance Tree Trimming), Ansi Z 133.1 Regulations (1994 or latest), Tennessee Department of Transportation Requirements, Tennessee Deoartment 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.

18.3 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.

18.4 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.

18.5 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.

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18.6 Each contracted employee who will be the operator on a bucket truck or a chip truck, shall have in their possession a valid Commercial Drivers License with a minimum requirement of a Class B with Airbrakes and no endorsements or a Class A restricted except tractor trailor. No employee of the Contractor will be allowed to operate any equipment that requires this type of license until they become compliant.

18.7 The Contractor shall provide mobile cell phones to each supervisor, including Crew Foreman, complete, with an internal tracking device.

19.0 **VERBAL STATEMENTS NOT BINDING**

19.1 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.

20.0 **NO WAIVER OF RIGHTS**

20.1 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.

21.0 **RELEASE OF LIABILITY**

21.1 The acceptance by the Contractor of final payment shall be a release to GEA and every officer and agent thereof from claims and liability hereunder for anything done or furnished in connection with the Work.

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22.0 **WORK WEEK**

22.1 The normal work week for line mile crews shall consist of (40) productive hours between Monday and Friday. The Contractor's Crews shall nor perform work on weekends or holidays unless approved by GEA. Contractor crew's will be available for emergency response to provide services to minimize customer outage times as required herein and as outlines in the required description of Contractor's Emergency Response Plan.

23.0 **WORK SCOPE**

23.1 The Contractor is to provide supervision, materials, labor (including flagman), 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 the GEA.

23.2 Unless ohterwise specified by the GEA, all cutting for existing right-of-way clearing shall be as close to the ground as the topography and soil type will allow, with a maximum height of four inches for brush stubs and six inches for trees. Existing right-of-ways shall be cleared to a mandatory width of thirty feet (30') total which equates to fifteen feet (15') on either side of all distribution lines.

23.3 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 the GEA. All work sites shall be cleared and left free of trimmings, cuttings, debris and / or litter.

23.4 The 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 the GEA dispatcher of the location of such occurrence.

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24.0 **WORK PROCEDURES**

24.1 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 all procedures used to peform 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.

24.2 The working crewleader 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.

24.3 The GEA will provide the Contractor with necessary copies of Substation Circuit Maps to facilitate the routing of crews for Contractor to trim trees and clear right-of-ways on their prospective circuits.

24.4 All work shall be performed in a workmanship manner and shall be in accordance with the GEA Contract Standards And Bid Specifications Manual, 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 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. In accordance with (ANSI Z133.1 , 29CFR 1910.331-335, 29CFR 1910.268 or CFR 1910.269). The GEA considers Work not in accordance with these specifications, including any State or Federal Regulations, or unskilled or careless Work to be sufficent reason to order the Contractor to stop Work. Work will not resume until deficiences are corrected to GEA satisfaction. The 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 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.

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24.5 The Contractor responsible for tree trimming and right-of-way clearing will coordinate all work locations with designated GEA Auditors, or any other authorized representatives in order to assure continuity and maximum benefit to the GEA.

24.6 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, the GEA representatives will have the responsibility to turn it back on.

24.7 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.

24.8 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.

29.0 **MAINTENANCE AND PROTECTION OF TRAFFIC**

29.1 Attention is called to the extremely large volume of traffic on roadways included within the GEA service 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.

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30.0 **TRAFFIC CONTROL DEVICES**

30.1 Traffic Control Devices shall be in good condition as approved by the GEA. Prior to beginning Work in the area, the Contractor shall set up the 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 / her 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. The 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, Revision 1, May 2012 and Revision 2, May 2012 or latest version.

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31.0 **RIGHT - OF - WAY WORK DESCRIPTION**

31.1 VEGETATION TERMS ARE AS FOLLOWS:

31.1.1 Brush Removal:
Brush and vegetation removed in the right-of-way, either by mechanical means or manual means.

31.1.2 Brush Spray:
Any vegetation or brush treated with approved herbicide.

31.2 TREE TRIMMING TERMS ARE AS FOLLOWS:

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

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

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

32.0 **BRUSH DEFINITION**

32.1 Brush is defined as any woody stem plant species of less than (4") four inches in diameter of at least breast height (DBH).

32.2 A Tree is defined as any woody stem plant species greater than (4") four inches in (DBH).

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33.0 **SCOPE OF OPERATIONS**

33.1 Distribution Right-of-Way Side Trimming (Shigo Booket) will include the pruning or removal of all incompatible (all 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 present a hazard during ice, strong winds and heavy wet snow. The Right-of-Way width is (30') thirty feet wide, with all the brush removed from the Right-of-Way to the boundaries of each side. There should not be any overhang directly over conductors with exceptions only as authorized by the GEA. Hardwood overhang (oak, beech, hickory, etc.) with greater than (15') fifteen feet clearance on the vertical will be left. Maximum clearance shall be obtain on all un-maintained rural Right-of-Ways, i.e. collar cut to main parent stem.

33.2 The equipment operator shall be responsible for ensuring that mechanical re-clearing 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.

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

34.0 **LINE CLEARANCE TRIMMING: LANDSCAPE AND FRUIT TREES**

34.1 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:

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

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34.3 All dead, dying defective, or leaning trees, which endanger the safe operation and maintenance of primary wires, should be identified by any Line Mile Crew that encounters a tree that meets these types of conditions. The crewleader shall promtly inform his direct supervisor of the situation involving the tree and the supervisor, in turn, shall inform the The utility Forester who is assigned that particular circuit.

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

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

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

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

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

34.5 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.

34.6 Lanscape 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.

34.7 All flat-topping of trees, either for landscaping in yards or and general asthetics 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.

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

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34.9 Brush and Wood should not be allowed to remain on public thoroughfares or on lawns overnight unless arrangements have been made by The Contractor's Supervisor with the property owner. This arrangement must conform with with local authority rules and shall place in high regard the safety of all GEA customers, personnel, and the general public.

35.0 **PRUNING PROCEDURES**

35.1 Drop Crotch and Natural Trimming and 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.

35.2 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 form the conductor (Shigo Booklet).

36.0 **BY PRODUCT DISPOSAL: NON-LANDSCAPE AREAS**

36.1 All line clearing byproducts (brush, wood chips, logs, wood, etc.) must either be bush hogged, let lay or disposed of at sites at no charge to the 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, brush or tree stumps. Customer requests for chips will be passed onto the Contractor by the GEA Utility Forester.

36.2 All tree stumps and brush stems shall be cut cut as close to the ground as root swelling permits except in the Cleared Right-of-Way center strip, stumps shall not exceed (1") one inch in height.

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36.3 Trees and brush located along highways and streets shall be cut flush with the ground, unless otherwise specified by the GEA Utility Forester.

36.4 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 by the GEA.

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

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

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

36.8 Burning of brush is prohibited.

36.9 Bush hogging is the prefered mehtod for The Contractor to use as a mechanical means of removing brush form any GEA Right-of-Way.

37.0 **HERBICIDE USE**

37.1 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.

37.2 Contractor shall have all herbicide applications approved by The GEA.

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

37.4 The Contractor shall perform basal and foliar chemical treatment as directed by The GEA.

37.5 The Contractor shall guarantee a (90%) control rate on all herbicide treatment.

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37.6 The Contractor shall thoroughly inform himself of all local conditions and factors which could or might affect chemical application.

37.7 The GEA shall have the right to purchase chemicals from any supplier and furnish them to some or all crews.

37.8 Unless otherwise specified bt The GEA, The Contractor shall mix and apply all chemicals in accordance with the manufacturers recommendations.

37.9 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, 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 compiled 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 The GEA). The 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 and save harmless The GEA form 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.

38.00 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.

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38.1 The GEA shall have the right to specify when and where chemical application and / or chemical spraying will be used in rural areas or otherwise. The 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 The GEA. Areas shall be re-sprayed at GEA expense where rain occurs within (30) thirty minutes after spraying.

38.2 The Contractor shall be a licensed commercially chartered business for herbicide application as set forth in The GEA CONTRACT STANDARDS AND BID SPECIFICATIONS MANUAL. 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).

38.3 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: absorption material (such as saw dust or oily dry), baking soda or laundry detergent, ammonia (undiluted) and trash bags for disposal of waste. The Contractor shall be responsible for disposal of all toxic or hazardous waste.

38.4 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 treat vegetation.

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39.0 **CREW REQUIREMENTS AND RESPONSIBILITIES**

39.1 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:

39.1.1 Learn and observe all safety rules from The Contractor's Safety Manuals.

39.1.2 Maintain a professional appearance.

39.1.3 Develop prompt and regular work habits.

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

39.1.5 Use personnel protective equipment as required by OSHA Regulations and as indicated by conditions in the field.

40.0 **QUALITY OF WORK**

40.1 All Work performed by the Contractor is subject to inspection and approval by The GEA. Any Work not meeting the requirements of The GEA CONTRACT STANDARDS AND BID SPECIFICATIONS MANUAL and / or as defined in The GEA Utility Forester's Line Clearance Audit form will be re-worked at the Contractor's expense.