

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

POWER LINE RIGHT OF WAY CLEARANCE

AND

TREE TRIMMING



February 2006

Rockwood Electric Utility

341 W. Rockwood Street

Rockwood, Tennessee 37854

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INVITATION FOR BIDS

At designated times, sealed bids from pre-qualified licensed contractors will be accepted and publicly read at the Rockwood Electric Utility (REU) office building for the supplying of services in connection with power line right of way clearance and tree trimming.

The work to be done consists generally of the supplying of all supervision, materials, labor, tools, equipment and transportation necessary to trim or remove trees, brush and perform other utility forestry services.

Prequalification documents for contractors desiring to submit bids for future work may be obtained by contacting the General Manager, 341 W. Rockwood St., Rockwood, TN 37854. Only bids submitted by pre-qualified contractors will be considered by the owner in the bid evaluation process. All decisions as to the qualifications of the bidder will be made solely by the owner and will be final.

The owner reserves the right to reject any or all bids and to waive any informalities or technicalities therein.

Owner: Rockwood Electric Utility

NOTICE TO CONTRACTORS

Prequalification of Contractors for Labor Contract for Power Line Right of Way Clearance and Tree Trimming

The Electric Power Board of Rockwood ("REU") pre-qualifies contractors for supplying services in connection with power line right of way clearance and tree trimming within the REU service area. The contractor shall be responsible for the furnishing of all supervision, materials, labor, supplies, tools, equipment, and transportation necessary to trim or remove trees, brush and perform other utility forestry services including right of way clearing and at such time and place as may be designated by authorized representatives of REU.

Contract specifications require that work may be performed on a combination of hourly (crew rate/hr.), unit length or circuit rate of pay basis. The contractor shall make available crews for emergency work, as determined by REU, either day or night. REU reserves the right to do any work covered within this contract by its own forces, or to have such work performed by other contractors.

Once pre-qualified, contractors will be issued a formal invitation to bid by REU, whereby sealed bids will be accepted and publicly read at designated times and locations. The invitation to bid will be accompanied by bid specifications developed by REU, detailing the scope and magnitude of the work as well as the terms and conditions of the contract.

After bid evaluations are complete, REU staff may recommend the awarding of a Contract for power line clearance and tree trimming services to our Board of Directors at their regularly scheduled meetings.

Prior to commencement of any work, the successful Bidder shall deliver to REU a surety bond, in form satisfactory to REU, for the faithful performance of this contract and for the payment of all persons performing labor in connection with this contract. REU reserves the right during the term of the contract to require, and the contractor agrees to provide, an additional performance bond in such amount as may be necessary to maintain compliance with the bonding requirements mandated by law.

REU reserves the right at any time to determine that a contractor previously qualified is no longer qualified to perform the work or any part of the work. REU may at its option:

1. Prequalify additional contractors
2. Advertise for bids on any work
3. Re-advertise for the prequalification of prospective contractors

REU will not accept bids from any contractor that has not been pre-qualified with REU. REU reserves the right to evaluate and award contracts on other than a low bid basis, to reject any and all bids and waive any and all informalities or technicalities therein, and the right to disregard all nonconforming or conditional bids. Bidder's submission of a prequalification application agrees to this stipulation and will not challenge REU's decisions.

Each contractor desiring to pre-qualify must complete and submit a Contractor's Prequalification Application Form giving detailed responses to all information requested. Failure to comply will result in a contractor not being deemed a qualified contractor. The Contractor's Prequalification Application Form shall be returned to REU to the attention of Mr. Kendall Bear, General Manager, Rockwood Electric Utility, 341 W. Rockwood St., P.O. Box 108, Rockwood, Tennessee, 37854. All decisions as to the qualifications of the contractor will be made solely by REU and will be final.

Contractor's Prequalification Application Form

Power Line Right of Way Clearance & Tree Trimming

Rockwood Electric Utility ("REU") - Rockwood, Tennessee

Each contractor (the "Contractor") is required to provide complete and detailed responses to all information requested herewith. Failure to comply will result in a Contractor not being deemed a qualified Contractor. Bids will be accepted only from qualified Contractors who satisfy the requirements as outlined in this document.

Contractors must show that their equipment and facilities are sufficient and their work load so arranged as to meet the schedules called for by the contract without relying on subcontracting any work to others. In order to aid REU in determining the responsibility of any Contractor, the Contractor shall furnish evidence, satisfactory to REU, of the Contractor's experience and familiarity with work of the character specified, and the Contractor's financial ability to properly prosecute the proposed work to completion. REU may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Contractors.

In order to be considered as qualified by REU, the Contractor shall provide evidence substantiating his or her qualifications as a well established licensed Contractor. Please answer the following questions and provide the requested information detailed below:

1. List all previous experience in working for other utilities performing right of way and tree trimming services within the past five (5) years, including all utilities with whom the Contractor is presently obligated contractually. Should this list be longer than ten (10) utilities, include first only those utilities within the East Tennessee area, and next, only the most recent utility employers. For each employer, list the name and telephone numbers of the persons with whom the Contractor had primary contact. Briefly describe the contractual arrangement with respect to payment for work (i.e., billing based upon an hourly rate, clearing by unit length, clearing by zone or area, etc.). REU shall be entitled to inquire about the Contractor's performance under each such contract. If REU determines in its sole discretion that the Contractor's performance under any such contract falls below REU's standards for work, REU shall have the right to refuse any bid submitted by such Contractor. Any Contractor who has previously performed work for REU may, at its option, not submit such list of previous employers and thereby elect to be judged solely on its prior performance for REU.
2. If known, provide the names of all crew Foremen and supervisory personnel (including the General Foreman) that the Contractor plans to use together with their qualifications. Any working foreman or supervisor must be approved by REU. All supervisors must be present within the REU service area at all times during the workweek. They will not be able to work on other utilities.

This list and the employee qualifications shall, as a minimum, include the following:

- a. Employee's name.
- b. Previous employers with dates of employment and positions held.
- c. Employment dates and description of responsibilities during tenure with Contractor.
- d. Number of years experience as a Foreman or General Foreman supervising clearing operations and tree trimming.

Contractor shall employ only workers who are competent to perform the work assigned to them and who are adequately trained and experienced in performing first-class work of this character and magnitude. Prior to employing a Foreman, General Foreman or other person occupying a supervisory position in connection with the work, the Contractor shall require the delivery of a resume which details the educational background and work experience of such applicant. Contractor shall then promptly forward a copy of the resume of each such person to REU for approval prior to his or her involvement in any work under this contract.

3. Furnish detailed information on any contractual penalties, legal proceedings, lawsuits, or claims levied against the Contractor contending breach of or noncompliance with contract requirements or specifications within the past five (5) years.
4. Furnish a State of Tennessee Contractor's License as required by Tennessee Code Annotated, Section 62-6-101 ET SEQ, certifying that the Contractor is a licensed Contractor. List the expiration date, classification and monetary limit under which the work will be performed.
5. Furnish and maintain all necessary tools and equipment in good working order to provide for a safe work environment at all times in compliance with all governing safety organizations. The minimum equipment necessary to adequately perform the work is as follows:
 - a. Aerial Lift Trucks (55 ft. minimum working height)
 - b. Chip Trucks
 - c. Chipping Machines (at least one w/ winch line attachment)
 - d. Hydraulic Pruning Tools
 - e. Hand Pruners with 30 ft. minimum reach
 - f. Power Saws and other required equipment
 - g. All necessary safety equipment for personnel and traffic control

NOTE: The average age of all aerial lift devices and other motorized vehicles used in connection with the contract, as a group, shall be five (5) years or less. Rebuilt or remanufactured vehicles shall not be considered as new vehicles with respect to age.

6. Furnish evidence of all applicable insurance pursuant to work of this scope and magnitude, including as a minimum:
 - a. Worker's Statutory Compensation Insurance
 - b. Employer's Liability Insurance
 - c. Public Liability and Property Damage Insurance
 - d. Automobile Liability Insurance
 - e. Excess Liability (Umbrella Form) Bodily Injury/Death and Property Damage Insurance

Include applicable coverage limits for these policies. All policies shall have no less than thirty (30) days notice of cancellation, modification, or expiration.

7. Furnish one (1) copy of your written safety policy and associated work procedures. Include with this the frequency of your safety meetings, whether or not you have a full-time employee dedicated to employee safety (i.e., Safety Director) and describe your policy with regard to attendance at safety meetings (i.e., mandatory or voluntary participation). Please furnish one (1) set of the information provided to your employees during your most recent safety meeting.
8. Indicate whether or not your crewmembers are trained in current first aid practices and CPR in accordance with OSHA standards and state how often you “retrain” your employees in these skills.
9. Does your company participate in the Tennessee Drug Free Workplace Program? Does your company conduct random drug tests, in accordance with the FHWA 49CFR Part 382? Do you differentiate between “DOT” personnel, and “non-DOT” personnel? Are your employees required to attend “drug-free” meetings or workshops? If so, how often? Please furnish one (1) copy of the most recent documents provided to your employees with regard to the hazards of substance and alcohol abuse.
10. Will you be utilizing existing or purchasing new equipment for this contract? If you are utilizing existing equipment, please list all aerial lift devices, chip trucks, and pick-up trucks to be used together with the date of manufacture for each piece of equipment. In lieu of the equipment list described above for existing equipment, you may elect to provide a written statement wherein you warrant and agree to the equipment age stipulation of item no. 5 above.
11. The General Foreman must be present within REU’s service area at all times while work is in progress (i.e., 5 days a week, 40 hrs. a week). Will this requirement present a problem for you or the proposed General Foreman (i.e., he will not be able to supervise additional crews working for other utility systems by “floating” throughout the area)?

12. Do you plan to commence work with an existing workforce or are your plans to hire local people to make-up this workforce? Describe the formal training your company provides its line clearance tree trimmers and include with this submittal typical information given to apprentices or trainees. State how long your apprenticeship program takes to complete before an employee is classified as a qualified line clearance tree trimmer, as per OSHA requirements.
13. Do you have qualified personnel licensed and experienced in the handling and use of chemicals, sprays, and herbicides commonly used in utility right-of-way applications? Please provide evidence of the same to REU, including (a) Charter Number; (b) Pest Control Commercial Applicator's License Number Certified in Weed Control – R/W with the Tennessee Department of Agriculture, Division of Plant Industry and (c) a listing of individuals in your employ, in Tennessee, that possess commercial pesticide applicator certification.
14. Will you be terminating any existing contracts or otherwise stopping work under any other agreement you may be contractually obligated under in order to commence this work? If you have any schedule conflicts with your current workload (as you look ahead to the proposed work for REU), please acknowledge the same to REU insofar as workforce, equipment, supervision, etc... are concerned.
15. Furnish a copy of your most recent financial report, including in particular, a copy of your company's balance sheet together with the Independent Auditor's Report.
16. Describe in sufficient detail your procedure for handling customer complaints and property damage claims. Specifically, what type of interface will you have with our customers, who will handle these situations on behalf of your company, and at what point will these matters be turned over to your insurance provider for further processing?
17. Furnish one (1) copy of your employee's handbook (i.e., personnel policies), which in particular describes the benefits afforded to your employees such as, but not limited to, paid vacations/holidays, pension plans, 401K offerings and provisions for company matching. Also, include with this information details concerning your company's health insurance plan.
18. REU expects to utilize approximately four (4) or five (5) bucket truck crews, one (1) spray crew and associated supervisors and flagging personnel. The majority of work under this Contract will performed on a unit length/circuit basis in rural and urban areas. Some work will be performed on an hourly (crew rate/hr.) basis. The exact numbers will be determined after receipt of final bids and subject to budget constraints.
19. Please list the location of your maintenance facility closest to our service area or indicate how you propose to perform maintenance on vehicles and equipment.

The undersigned Contractor hereby certifies that all answers provided and information contained within this application is true and accurate to the best of his or her knowledge, the Contractor understands the nature and character of work involved, the Contractor is sufficiently skilled in the providing of said services, the Contractor agrees to comply with all stipulations, conditions, and requirements described herein, and that by executing his or her signature below agrees not to challenge or dispute or make any claim against REU pertaining to any and all decisions made with regard to the Contractor's qualification status.

Dated this _____ day of _____, 2006.

Attest:

(Title)

Contractor:

By: _____

(Title)

For REU Use Only:

Contractor is hereby approved as a qualified contractor, based upon the information provided.

Contractor will not be considered as qualified, based upon the information provided.

Rockwood Electric Utility

Reviewed By: _____

Rockwood Electric Utility ("REU") - Rockwood, Tennessee

Specifications for Power Line Right of Way Clearance and Tree Trimming

Section 1.0 Scope

These specifications require the furnishing of all supervision, materials, labor, supplies, tools, equipment and transportation necessary to trim or remove trees, brush, and perform other utility forestry services including right of way clearing, and at such time and place as may be designated by authorized representatives of REU.

Section 2.0 Bidder's Qualifications

- 2.1 Bids will be accepted only from well established and qualified licensed contractors, trained and experienced in the clearing of power line rights of way and tree trimming, that have been approved by REU as a Pre-qualified Contractor. No bid will be considered from any Contractor unless they are known to be skilled and were previously engaged in work of a character and scope consistent with these bid specifications.
- 2.2 Bidders must show that their equipment and facilities are sufficient and their workload so arranged as to meet the schedules called for by the Contract without the use of subcontractors. In order to aid REU in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to REU, of the Bidder's qualifications, experience and familiarity with work of the character specified and his or her financial ability to properly prosecute the proposed work to completion.
- 2.3 Each Bidder shall submit to REU a Contractor's Prequalification Application Form, available at REU's office, and must be subsequently approved by REU as a Pre-qualified Contractor in order to receive a formal Invitation to Bid. REU will only accept bids from Bidders who have been approved by REU as a Pre-qualified Contractor.

Section 3.0 Instructions to Bidders

- 3.1 Bidders shall *submit in duplicate* this entire specification without the removal of any pages. Bids that are sent by U.S. Postal Service or private carrier shall be clearly marked "**BID ENVELOPE ENCLOSED**". The bid shall be sealed in a separate envelope and shall have the following information shown on the outside of the envelope:

BID FOR: Power Line Right of Way Clearance and Tree Trimming

BID DUE: 2:00 p.m. March 15, 2006

OWNER: Rockwood Electric Utility

BIDDER: _____

STATE LICENSE NO.: _____

LICENSE EXPIRATION: _____

MONETARY LIMIT: _____

CLASSIFICATION: _____

Envelope must be addressed and submitted to:

Rockwood Electric Utility
ATTN: Mr. Kendall Bear
P.O. Box 108
341 W. Rockwood St.
Rockwood, Tennessee 37854

Any bid not conforming to these requirements will not be considered even if opened by mistake.

- 3.2 Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the system to become familiar with local conditions that may in any manner affect cost, progress, or performance of the work, (c) have knowledge of all federal, state and local laws, ordinances, rules and regulations affecting performance of the work, and (d) carefully correlate the Bidder's observations with the requirements of the Contract Documents.
- 3.3 Each bid shall be carefully prepared in accordance with the Specifications of the Contract Documents.

- 3.4 Each bid shall be signed by a representative of the Bidder who is authorized to make contractual obligations for the Bidder and shall give the Bidder's full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative.
- 3.5 Bids by a corporation shall be signed in the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The name of all persons signing shall also be typed or printed.
- 3.6 Bids will be opened as indicated in the Invitation for Bids.
- 3.7 REU reserves the right to reject any and all bids, waive any and all technicalities therein, disregard all nonconforming or conditional bids, and evaluate and award bids on other than a low bid basis. By submission of a bid, Bidder thereby agrees to these stipulations and will not challenge REU's decisions.
- 3.8 REU may conduct such investigations as it deems prudent to establish the responsibility, qualifications, and financial ability of the Bidders. REU's final selection of the best overall bid submitted, as determined solely by REU, shall be based upon factors such as: financial stability of bidder; personnel experience and training; surveys of current and previous employers and previous work history with REU; overall quality of equipment and organization; ability to adequately serve REU with full coverage, customer responsiveness and complaint processing; employee safety training, safety compliance and procedures, including drug-free workforce initiatives, etc.
- 3.9 If the Contract is awarded, REU will give the successful Bidder due notice of award after its Board of Directors meeting on or after ____ (DATE) _____. Work shall commence on this Contract no later than ____ (DATE) _____, unless otherwise delayed at REU's option.
- 3.10 No Bidder may withdraw his or her bid for a period of thirty (30) days after date of actual bid opening without REU's consent.
- 3.11 Bids for the crew(s) described in **Section 12.0** will be evaluated with respect to the cost portion of the bid determination using regular time only. REU shall determine the final number and combination of crews that it employs pursuant to this Contract after the successful Bidder is selected.
- 3.12 REU may elect during the term of this Contract to award one (1) or more additional contracts for rights of way clearance and tree trimming via alternative contractual arrangements such as hourly rates, REA unit cutting, zone clearing, or lump sum cost for circuit trimming. Nothing contained herein shall be construed as prohibiting REU from awarding such additional contracts as it deems necessary for the continued safe operation and maintenance of its electric distribution system.

Section 4.0 Principles and Definitions

- A. "REU" shall mean Rockwood Electric Utility, an agent and instrumentality of the City of Rockwood. From time to time, REU may act under the Contract through its authorized officers and employees. The word "Owner" shall refer to REU.
- B. "Contractor" shall mean the successful Bidder to whom a Contract is awarded.
- C. "Work" shall refer to everything agreed to be done and furnished by the Contractor including all supervision, supplies, labor, transportation and equipment together with all responsibilities and obligations imposed by the Contract Documents.
- D. "Equipment" shall mean the trucks, trailers, tools, saws, and other apparatus which are owned and operated by the Contractor and which are required to be maintained by the Contractor for the performance of the Contract in accordance with the Specifications.
- E. "Specifications" shall mean all specifications pertaining to the Work to be performed.
- F. "Contract" shall mean the fully executed document which binds the interested parties in an agreement to fulfill all terms, conditions, and specifications pertaining thereto.
- G. "Invitation for Bids" shall be the means by which REU solicits bids from Pre-qualified Contractors for Work which REU may from time to time deem necessary to have performed.
- H. "Install", "Furnish", "Provide", or words of like import shall mean the Contractor shall install, furnish, or provide, and similarly the words "Approved", "Authorized", "Required", "Satisfactory", "Acceptable", or words of like import shall mean, as applicable, approved by, authorized by, required by, satisfactory to, or acceptable to REU, unless otherwise expressly stated.
- I. "Prequalified Contractor" shall mean a contractor who is determined by REU to be eligible to bid on the Work, subject to any of REU's conditions, but such status shall not imply or infer compliance with any of the requirements of the Contract, Specifications or other Contract Documents.

Section 5.0 General Requirements

- 5.1 Bidders shall be trained and licensed in the handling and use of chemicals and sprays, and shall furnish evidence of the same, for foliage, basal, and tree stump applications. Evidence shall include, without being limited thereto, the Bidder's Charter Number and Pest Commercial Applicator's License Number certified in Weed Control - Right of Way and Industrial from the Tennessee Department of Agriculture, Division of Plant Industry.
- 5.2 A contract crew shall consist of all necessary personnel and all necessary tools and equipment as outlined in the Contractor's Pre-qualification Application Form, to safely and efficiently complete the work. REU reserves the right to do any Work covered within this Contract by its own forces, to have such Work performed by other contractors, to cause such Work to be completed by other means, or to defer any Work to a future date.
- 5.3 These Specifications require that Work may be performed on a combination of hourly (crew rate/hr.) or lump sum cost for circuit rate of pay basis.
- 5.4. Since Contractor(s) employees come in contact with REU customers, they shall be completely dressed in suitable clothing which shall be clean at the beginning of each day. Identification badges or other forms of identification which displays the Company's name, person's picture, position, etc. is recommended but not mandatory and must be shown to the customer upon request.
- 5.5 All motor trucks and other vehicles provided by the Contractor to perform the Work shall bear the Contractor's number and shall be well marked and identified with company insignia or name designating the vehicles as property of the Contractor. The Contractor shall be required to place stickers on all vehicles designating **"REU CONTRACT TREE TRIMMING"**. REU shall furnish approved stickers. The average age of all aerial lift devices and other motorized vehicles used in connection with the Contract, when considered together as a group, shall be five (5) years or less. Rebuilt or remanufactured vehicles shall not be considered as new vehicles with respect to age. All equipment must be maintained in such a manner as to minimize downtime. REU shall not render payment for any charges in connection with lost productivity due to equipment failure or dysfunction.
- 5.6 When convenient for REU, the Contractor may be given permission to park vehicles and equipment on REU property. Otherwise, Contractor shall be responsible for parking vehicles and/or storing equipment at locations other than REU owned facilities and paying all associated costs. REU shall not be responsible for any damage or loss of Contractor's equipment.

- 5.7 Contractor shall observe all generally recognized safety rules (including without limitation the provisions of the National Electrical Safety Code and ANSI Z133.1 - 2000 or latest edition thereof), regulations, and methods to prevent injury to all employees and other persons or damage to property of REU or the public arising from its operations. Contractor shall observe all laws and regulations applicable to its operations including without limitation OSHA requirements, Tennessee Department of Transportation requirements, Tennessee Department of Agriculture requirements, Workmen's Compensation, Social Security payments, tax withholding payments, Contractor's License, etc.
- 5.8 Contractor shall furnish each crew with a two-way radio which has been calibrated to REU's frequencies.
- 5.9 Contractor shall secure from REU information as to the nature of the electric circuits involved in all cases prior to commencement of Work in each area. Contractor acknowledges that REU's electric circuits are to continue in normal operation during this Work, and Contractor shall provide and use all protective equipment necessary for the protection of its employees and to guard against interfering with the normal operation of these electric circuits.
- 5.10 Contractor shall immediately notify REU of any irregular situations observed on REU's system, including, without limitation, equipment or facility malfunctions, actual or potential safety problems, loose or sagging guy wires, damaged conductors, leaking transformers, damaged or defective poles, and any other seemingly unusual circumstance encountered by the Contractor.
- 5.11 If, during the term of this Contract, additional hourly crews or workers are needed to perform right of way clearing, tree trimming, chemical applications, or related utility forestry services, REU will first request such crews or workers from the Contractor then working for REU. Should the Contractor fail to furnish additional crews or workers upon thirty (30) days written notice, REU shall have the right to obtain additional crews or workers as provided for in this Contract.
- 5.12 Contractor shall promote a drug and alcohol free working environment.
- 5.13 Contractor(s) shall not perform or solicit any type of private tree trimming work on customer's property while actively engaged in performing work for REU under this contract until all work on the circuit is completed.

Section 6.0 Work

- 6.1 Contractor shall perform all Work to the complete satisfaction of REU and in accordance with all municipal, county, state and other local laws, ordinances, and regulations applicable to Work of this character and nature. All Work performed by the Contractor is subject to inspection and approval by REU. Any Work not meeting the minimums as set forth in these Specifications, or generally accepted line clearance standards, or Work which has been falsely represented in any fashion by Contractor shall be redone by the Contractor at no (zero) cost to REU. Failure by REU to inspect Contractor's Work shall in no way operate to relieve Contractor from any obligations, liabilities, or responsibilities in connection with this Contract.
- 6.2 Contractor agrees to provide adequate notice and if possible, obtain consent, for the necessary Work from the property owner or public authorities having ownership or control over each tree to be trimmed or removed and/or all property to be cleared or sprayed. Contractor shall discuss with the property owner the type of Work to be performed, identifying any and all trees that need to be trimmed or removed, the disposal of logs and/or brush, any areas that need to be sprayed, and the proposed route of all vehicles and equipment traveling over the property owner's property. When property owners cannot be readily contacted, door hangers shall be left to inform them that Contractor was present to trim trees. Hangers shall contain information as Company Name, Address, Phone Number, etc. Whenever permission to do any Work cannot be obtained, such shall be promptly reported to REU. (See also sections 7.9 and 7.10)
- 6.3 Contractor shall certify that complaints of any nature received from property owners or public authorities resulting from this Work will receive immediate attention and that all efforts will be made to effect a prompt adjustment. If any damage is done to the property of others by Contractor's workforce, Contractor shall repair and restore at its sole expense any such property and correct any damage inflicted thereto, all to the complete satisfaction of the owner(s) of the injured property. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to REU.
- 6.4 Contractor shall secure all permits and licenses necessary for the prosecution of the Work to be performed and pay all charges and fees required for such permits and licenses.
- 6.5 Contractor(s) shall provide sufficient crews to complete the work in the specified time period. However, REU expects that after work has begun on trimming of specified circuits, the Contractor's operation will progress on a continued basis with necessary staffing levels to complete the required circuit miles by the end of the initial term of this contract. Crew size, crew structure, crew equipment, and the need for any additional crews under this contract will be at the Contractor's sole discretion.

Section 7.0 Right of Way Clearing and Tree Trimming

- 7.1 Right of way clearing and tree trimming shall be performed on single- and three-phase primary lines in accordance with **Appendix "A"**. Emphasis shall be placed on removing trees rather than trimming, where approval is granted by the property owner, and all bids shall anticipate removals. Where trimming only is permitted, the lateral pruning method shall be employed. Final trimming and clearing shall provide a minimum of ten (10) feet of unobstructed space (any direction) from REU's conductors, including the system neutral. Ground-to-sky trimming is preferred. However, trimming above conductors may be limited to the maximum reach of the bucket.
- 7.2 Existing right of way shall be cleared to the same width as the original clearing unless additional clearing can be obtained as outlined below or otherwise specified by REU. Normal width of right of way is as follows:
 - a.) Three-Phase Primary lines - 30 ft.
 - b.) Single-Phase Primary lines - 20 ft.
- 7.3 Unless otherwise specified by REU, all right of way clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum remaining height of four (4) inches for brush stubs and six (6) inches for tree stumps.
- 7.4 Disposal of operation wood residue such as brush, wood, large sections of tree trunks, large limbs, wood chips, and other such products produced or generated by this operation on the REU system shall not obstruct roads, paths, or waterways. Disposal of said residue shall be the sole responsibility of the Contractor and at approved locations. All disposal costs shall be included in the cost submitted on the REU bid. When approved by property owners, logs and brush may be left "wind-rowed" along the outer edges of the right of way. In general, unless otherwise approved by the property owner, the premises of the property owner shall be left as neat as before the Work started.
- 7.5 No trash (i.e., lunch sacks), containers, or other non-wood residue shall be deposited and disposed of with chips collected from tree trimming operations.
- 7.6 REU reserves the right to divert an unspecified amount of wood residue, generated from the tree trimming operation, for use by residential, commercial, civic, and community groups in the REU service area.
- 7.7 Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting electric service. If any such damage to wires or interruption of electric service should result, the Contractor shall immediately notify REU's Operations Department of the location of such trouble.

- 7.8 Trees fronting each side of the right of way shall be trimmed or removed unless otherwise specified. Dead trees beyond the right of way, which would strike the line in falling, shall be removed. Leaning trees beyond the right of way, which would strike the line in falling and which would require trimming if not removed, shall either be removed or trimmed, except that shade, fruit or ornamental trees shall be trimmed and not removed, unless otherwise authorized. Vines growing on poles, guy wires, and equipment shall be removed and cut off at ground level and the area surrounding the pole and/or equipment shall be treated with an approved chemical mixture to discourage regrowth.
- 7.9 Special effort shall be made to eliminate all tree parts and growth points beneath the wires, and all weak, diseased or dead limbs above the wires which may fall or blow into them. In all cases, Contractor shall secure maximum clearance with good economy and with due regard to the rights and interests of property owners and the public. When normal clearance cannot be obtained because of property owner objections or other factors, special effort shall be made to secure a reasonable amount of temporary clearance and Contractor shall notify REU of the same.
- 7.10 Contractor shall attempt to notify the property owner at least two (2) days prior to commencement of trimming work. Approval and/or permission will be sought in connection with the proposed trimming to be done. However, for reasons of safety, service quality, and good economy, trees shall be trimmed to the standards as set forth in these Specifications whether or not the Contractor has been successful in its efforts to make contact with said property owner as set forth herein.

Section 8.0 Use of Chemicals and Sprays

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

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

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

Section 9.0 Work Assignments

- 9.1 Work will be assigned by REU's Operations Superintendent, or other duly authorized representative, through the Contractor's General Foreman.
- 9.2 The Contractor shall advise REU in writing on a daily basis as to the location of all crews, any and all crew movements throughout the day, the progress of the Work assigned, and any problems or unusual occurrences. REU will provide the Contractor with necessary copies of REU's system maps to facilitate routing crews throughout REU's service area.
- 9.3 Contractor shall make available its crews for emergency work as determined by REU, day or night, weekends, holidays, or during any natural disasters such as ice or snow storms, tornadoes and other strong storms, etc. Contractor shall furnish REU the name and telephone number of the person to contact for emergency crews. Contractor may be asked to assign additional crews to REU's system if the emergency is severe or of long duration. REU reserves the right to require said contact person(s) to carry a paging device for emergency contact purposes at the Contractor's expense.
- 9.4 Contractor shall submit to REU a progress report at the end of each week containing the following information:
 - (a) Each crew's work location and the progress report for each crew
 - (b) The areas sprayed and/or bush-hogged
 - (c) The quantity and type of each unit cut by each crew

- 9.5 Reasonable working hours shall be utilized for lump sum cost for circuit work. Contractor shall be free to determine working days and hours to suit his needs with the following exceptions. There shall be no work on Sunday and on REU designated holidays (See Section 12.9) without approval by a designated REU representative. In general, the normal workweek for lump sum and hourly work shall consist of forty (40) productive hours between 7:00 a.m. and 6:00 p.m., Monday through Saturday, unless otherwise approved by REU. The workday shall begin at the designated assembly location and end at the work site. Changes to an established schedule shall be by mutual agreement. Work in excess of forty (40) hours per week, **for hourly work**, shall be at overtime rates and shall not be performed except upon authorization by REU's Operations Superintendent or duly authorized representative.
- 9.6 **For hourly crews only**, REU will pay up to two (2) hours of labor charges only for non-productive time caused by inclement weather each day. Time lost in excess of two (2) hours each day may be made up upon mutual agreement of a work schedule.
- 9.7 REU shall not be charged for time spent on maintenance of equipment, including without limitation fueling of vehicles, oil or antifreeze changes, changing and/or sharpening of chipper blades, and other similar maintenance and repair work. REU will not render payment for equipment that is incapable of fully performing its intended function. Minor mechanical repairs such as sharpening and adjusting chain saws shall be permitted on REU time.
- 9.8 REU will not pay for meals and other incidental items for Contractor's employees.

Section 10.0 Supervision of Work and Workmanship

- 10.1 Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, and procedures.
- 10.2 **Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of REU.**
- 10.3 Contractor shall furnish a General Foreman equipped with an all-terrain or 4-wheel drive pickup truck for daily supervision of Contractor's crews. The General Foreman shall be readily available and remain in REU's service area at all times while Contractor's crews are working. The General Foreman shall be equipped with a cellular telephone **and** a two-way radio which has been calibrated to REU's frequencies for communications with REU at the sole expense of the Contractor. REU reserves the right to require the Contractor to furnish cellular telephones to each Crew Foreman/Leader at the Contractor's expense.

- 10.4 Contractor shall provide and maintain continually on the site of the Work during its progress and until its completion, adequate and competent supervision of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized representative. The General Foreman or other representative of the Contractor, who has charge of the Work thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith.
- 10.5 Whenever the General Foreman is not present on any part of the Work where REU desires to give directions, orders may be given by REU or its representative directly to, and shall be received and carried out by, the Crew Foreman/Leader who may have charge of the particular part of the work in reference to which such orders are given.
- 10.6 Contractor shall employ only workers who are competent to perform the Work assigned to them and who are adequately trained and experienced in performing first-class Work of the character and magnitude required by this Contract and expected of reputable Contractor's performing work similar to the Work necessary under this Contract.
- 10.7 Prior to employing a General Foreman, Crew Foreman/Leader or other person occupying a supervisory position in connection with the Work, the Contractor shall obtain a resume from the applicant which details the educational background and Work experience of such applicant. Contractor shall then promptly forward a copy of the resume of each such person to REU for approval prior to his or her involvement in any Work under this Contract.
- 10.8 REU will periodically review and evaluate crew performance based upon factors such as, but not limited to, quality of work, quantity of work, clearances obtained, safety awareness and public relations efforts.
- 10.9 Contractor shall be required to attend regular progress meetings with REU to discuss the Work of this Contract, review crew evaluations, receive information as to future work locations for planning purposes and discuss any problems in prosecuting the Work under this Contract.

Section 11.0 Term of Contract

- 11.1 Start up date to begin trimming is critical. This Contract shall become effective _____ **(Date)** and, if not terminated at an earlier date as herein authorized, shall continue in effect until _____ **(Date)** at which time the trimming for circuits identified in these specifications shall be substantially completed.

- 11.2 It is expressly understood that either party may terminate this Contract at any time by giving **sixty (60) days** written notice to the other party. For hourly work, any such termination shall relieve both parties to the Contract from all liabilities arising subsequent to said termination date but shall not affect obligations incurred prior to such termination date. For lump sum work, REU reserves the right to retain the performance bond as specified in **Section 16.2**.
- 11.3 During any period of work stoppage by the Contractor's labor force, REU may have the Work performed as provided for elsewhere within this Contract. Any Work stoppage for a period of more than three (3) working days shall give REU the right to immediately terminate the Contract.
- 11.4 Subject to the approval by both parties, the contract may include multiple **twelve (12) month extensions** beyond the initial term. At the expiration of the initial term of the contract, labor and/or equipment rates **for hourly work** may be adjusted via negotiation by an amount not to exceed the percentage increase in the Consumer Price Index for Urban Consumers (CPI-U) for this area (south region, non-metropolitan, less than 50,000 population) for the latest twelve (12) month period for which the information has been compiled.

Section 12.0 Charges for Labor and Equipment Furnished by the Contractor

- 12.1 Contractor shall furnish crews for lump sum cost per circuit work identified in **Section 12.2** as well as crews with the *minimum requirements* for labor and equipment as set forth in **Section 12.3** herein. Labor and/or equipment rates for hourly work may be negotiated prior to each subsequent anniversary date of the Contract. Negotiated cost changes shall be in accordance with the methodology described in **Section 11.4**.
- 12.2 Lump Sum Cost for Circuit Trimming

Trimming on a lump sum cost for circuit basis shall begin at the locations described below and continue in all directions to the end of circuit or open point. Trimming shall be provided for all single- and three-phase overhead primary lines unless otherwise noted.

- 12.3 Contractor shall furnish rates for the following **hourly** crews and equipment in connection with this Work, with worker qualifications in parenthesis and defined as in ANSI Z133.1 – 2000:

CREW “A-1” (Probable quantity 1 crew): Combination Bucket/Hot-Spot Crew

- 1 – Working Foreman / Crew Leader (Qualified Line-Clearance Arborist)
- 1 – Tree Trimmer
- 1 – Laborer (Worker)

Equipped with such equipment as Contractor deems appropriate to safely and efficiently perform Work in connection with this Contract, which equipment shall include as a minimum, the following:

- 1 – Aerial Lift/Chip Combination Unit (55 ft. min. working height; 14 cubic yard covered dump body)
- 1 – Disc Chipper with winch line (Vermeer BC1800XL or equal)
- 2 – Power Saws
- 1 – Hydraulic Pruner (long-reach)
- 1 – Hand Pruner with 30 ft. reach

NOTE: Each crew specified above shall be fully equipped with all necessary safety equipment including, but not limited to, required personal protective equipment (PPE) and other items essential for the proper prosecution of all Work as outlined in these Specifications.

- 12.4 Contractor shall furnish hourly rates for the following additional equipment which may be required during the term of this contract. These rates will **NOT** be considered in the overall evaluation of bids.

ADDITIONAL EQUIPMENT RATES

	<u>Regular</u>
70’ Trim Lift	\$ _____
Split Dump (14 cubic yd)	\$ _____
Disc Chipper w/ provisions for side-discharge	\$ _____
4 x 4 Tractor w/ 6’ Cutter	\$ _____
4 x 4 Spray Truck (3/4 ton) w/ 200 gallon tank and 1000’ hose	\$ _____
Stump Grinder	\$ _____

12.5 The schedule of charges by the Contractor shall be as set forth below. All crew hour rates shall include all charges for labor, equipment, overhead, supervision and profit.

CREW "A-1": Unit Charge Per Crew Hour Worked

	Billing Rates		Pay Rates	
	<u>Regular</u>	<u>Overtime</u>	<u>Regular</u>	<u>Overtime</u>
Labor – Working Foreman/Crew Leader (Qualified Line-Clearance Arborist)	\$ _____	\$ _____	\$ _____	\$ _____
Labor – Trimmer No. 1	\$ _____	\$ _____	\$ _____	\$ _____
Labor – Worker	\$ _____	\$ _____	\$ _____	\$ _____
Equipment (per Section 12.3)	\$ _____	\$ _____		
Total Charge per Crew "A-1" Hour	\$ _____	\$ _____	\$ _____	\$ _____

CREW "A-2"(OTHER CHARGES: GENERAL FOREMAN)

Labor – General Foreman (Qualified Line-Clearance Arborist)	\$ _____	\$ _____	\$ _____	\$ _____
Equipment (per Section 10.3)	\$ _____	\$ _____		
Total Charge per Crew "A-2" Hour	\$ _____	\$ _____	\$ _____	\$ _____

SUMMARY OF CHARGES:

Total Cost per hour for Crew A-1: \$ _____

Total Cost per hour for Crew A-2: \$ _____

TOTAL CHARGE PER HOUR = \$ _____
(Regular Time – See Section 3.11)

- 12.6 All after-hours emergency Work as well as overtime Work shall be invoiced on a crew hour basis. No such Work shall be performed without prior authorization from REU's Operations Superintendent or other duly authorized representative of REU.
- 12.7 Contractor shall furnish flagmen when required by **Section 5.6** at Contractor's expense. Existing personnel may be used for traffic control provided there is no disruption in the Work of another crew. In general, the Work shall be pre-planned and closely coordinated between the General Foreman and REU's Operations Superintendent such that ample time will be available for the Contractor to provide suitable means for traffic control without the involvement of existing crew personnel.
- 12.8 Payment for invoices submitted by the Contractor will not be made by REU when the minimum requirements for labor and equipment as set forth in **Section 12.2 and 12.3** herein are not fulfilled.
- 12.9 Contractor shall make its crews available on all of REU's *regular* workdays. REU will not compensate Contractor for Work performed by Contractor's forces on days observed as holidays by REU employees, except in the event of emergency Work authorized by REU as described herein. Contractor may provide its employees with paid holidays at its sole option and expense. The days currently observed as holidays by REU employees are as follows:

New Years Day	Good Friday
Memorial Day	Fourth of July
Companion to Fourth of July	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Eve
Christmas Day	

- 12.10 REU reserves the right throughout the Contract term, in its sole discretion, to reduce the number of crews, modify or alter the structure of the crews, or otherwise make changes in the workforce size, allocation and equipment dispensation to perform the Work in the most efficient manner, as determined by REU. In any case, the charges for each crew shall be in accordance with **Section 12.5**. However, where the crew structure is so modified by REU to be of a form other than a Crew A-1 or Crew A-2 as described more fully by **Section 12.3**, the rate per crew hour and equipment charges shall be adjusted accordingly to reflect the actual make-up of crews and equipment.

Section 13.0 Payment for Work

- 13.1 The Contractor will be compensated for trimming at the fixed rate(s) designated in the bid. As Contractor trims the circuit, estimates will be made on the amount of circuit that has been completed and REU will issue a release for payment upon receipt of an invoice. Contractor shall submit monthly to REU, through its Operations Superintendent at 341 W. Rockwood Street, P.O. Box 108, Rockwood, Tennessee 37854, an invoice of amounts due in accordance with **Section 12.5** herein together with such substantiating data as may be required by REU. This invoice shall be submitted to REU within five (5) days following the last day of each calendar month.
- 13.2 Contractor(s) shall keep accurate records of its compensation at its principal office which will be available for audit by REU during regular office hours.
- 13.3 Payments due will be made in full by REU to Contractor within fifteen (15) days from receipt and approval of said invoice. If such payment is not approved, REU shall notify the Contractor of the reason or reasons for such non-payment within fifteen (15) days from receipt of invoice.
- 13.4 Contractor acknowledges that REU is exempt from sales or use taxes as a municipality. If use of such material subjects the Contractor to any use, sales, or similar taxes, the Contractor shall be responsible for the payment of any and all such taxes, as well as any and all other taxes to which the Contractor may be subject by reason of the proposed Work for REU; and the Contractor shall have no right or claim against REU for reimbursement by reason of any such taxes.

Section 14.0 Indemnification

- 14.1 Contractor will indemnify and hold harmless the City of Rockwood, REU and its directors, officers, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses, and expenses, including but not limited to attorney's fees through appeals for property damages, personal injuries, including injuries to Contractor's employees, and all other losses and damages which may arise or result from the acts of the Contractor or the Contractor's employees incident to the performance of this Contract, even though REU may be chargeable with some negligence in connection therewith; provided, however, this indemnity agreement shall not apply to damages caused solely by the negligence of REU.

Section 15.0 Insurance

15.1 Before commencing any Work, the Contractor shall procure, maintain, and provide at its own expense, during the term of the Contract, a certificate of insurance to REU of the required insurance coverage stated in this **Section 15** from insurance companies duly authorized to do business in Tennessee that are acceptable to REU, and shall name REU, its officers, directors, and employees, as additional insureds. The certificate of insurance shall require thirty (30) days prior written notice to REU of cancellation, modification, or expiration of the insurance. Contractor shall attach as **Appendix "D"** to these Contract Documents said certificate of insurance.

15.2 Contractor's Insurance Requirements shall be as follows:

(a) Worker's Compensation and Employer's Liability for every worker employed in connection with the Work under the Contract and as provided for in each and every statute applicable to Worker's Compensation. The Employer's Liability limit shall be as required by the excess liability insurer for the maintenance of coverage.

(b) Comprehensive or Commercial General Liability and Excess or Umbrella Liability including insurance covering Work under the Contract with total coverage limits as follows:

The limits provided for Bodily Injury, Property Damage, Personal Injury, and Employer's Liability shall be \$1,000,000 and shall be unimpaired as respects any general aggregates that may apply to the insurance policy. The following coverage is to be provided:

- (1) Contractual Liability to cover the liability assumed by the Contractor under this Contract.
- (2) Broad Form Property Damage including completed operations.
- (3) Personal Injury Liability, covering hazard groups listed in Sections (a), (b) and (c), or the equivalent.

(c) Business Automobile Liability and Excess or Umbrella Liability with total coverage limits for Bodily Injury or Property Damage of \$1,000,000 and with Umbrella or Excess Liability coverage of \$5,000,000.

The Business Automobile Liability and Excess or Umbrella Liability insurance is to apply to all owned, non-owned, rented, borrowed or hired automobiles or other motor driven vehicles to be used by the Contractor in the furtherance of the Work.

(d) All policies shall provide REU with no less than thirty (30) days notice of cancellation, modification, or expiration.

(e) All policies of insurance referred to herein shall be written on an occurrence basis, unless otherwise agreed by REU in writing.

Section 16.0 Performance & Bid Bonds

- 16.1 Each Bid must be accompanied by Bid security made payable to REU in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a Bid Bond. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required surety bond, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, REU may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of other Bidders may be retained by REU for a period not to exceed 45 days at which time Bid security furnished by such Bidders will be returned.
- 16.2 Contractor shall furnish a surety bond, in form and substance satisfactory to REU, for the faithful performance of this Contract and for the payment of all persons performing labor in connection with this Contract. This bond must be executed by a surety company duly authorized to do business in the State of Tennessee for **100%** of the lump sum cost for circuit trimming.
- 16.3 This surety bond shall remain in effect at all times during the performance of this Contract and shall continue in effect for a period of six (6) months following expiration or termination.

Section 17.0 Contractor's License Certification

- 17.1 Contractor shall furnish a State of Tennessee Contractor's License as required by Tennessee Code Annotated, Section 62-6-101 ET SEQ, certifying that he or she is a licensed contractor, in the form below:

"We, _____ (herein called the Contractor)
of _____ County, and of _____ State, a corporation,
hereby certify that we alone possess a current Tennessee License bearing the
number _____, dated _____, with an expiration
date of _____, and monetary limits of _____, and that
said license covers the classification of work under these specifications on
which a bid is being submitted."

Contractor

By _____

- 17.2 These Specifications and the related bid documents shall be subject to the requirements of Title 62, Chapter 6 (entitled "General Contractor") of the Tennessee Code Annotated, as applicable, which chapter is incorporated herein by reference.

Section 18.0 Bidder's Answers to Prequalification Review Questions

- 18.1 Attached hereto as **Appendix "C"** is Bidder's written response to the Prequalification Review Questions that were asked of Bidder by REU during the Prequalification review process. These answers shall be considered a part of Bidder's Bid as if written verbatim herein.

Section 19.0 Bidder's Statement

- 19.1 Bidder hereby acknowledges that the Work that he or she has done is of a nature similar in type and size to that contemplated in this bid, the Bidder agrees to comply with all stipulations, conditions, and requirements described herein, and further agrees not to challenge or dispute or make any claim against REU pertaining to any and all decisions made by REU with regard to the awarding of this Contract.

- 19.2 The full names and addresses of all persons and parties interested in the foregoing bid as principals are as follows:

Names

Addresses

Name of Bidder:

Authorized Signature:

Business Address of Bidder:

Business Telephone Number:

Date at _____ on the _____ day of _____, 20____.

AGREEMENT

Power Line Right of Way Clearance and Tree Trimming

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter called the "Contractor"), and the Electric Power Board of Rockwood, an agency of the City of Rockwood, Tennessee, a municipal corporation (hereinafter called "REU"), which agency is authorized to contract in its own name.

WITNESSETH:

Contractor and REU, for and in consideration of their respective agreements contained herein, hereby mutually agree as follows:

1.0 The Contract Documents

Contractor, at its own expense, shall do all work and furnish all materials, equipment, tools and labor to complete in a good and workmanlike manner the following:

Electric power line right of way clearance and tree trimming, all per REU's Specifications for Power Line Right of Way Clearance and Tree Trimming dated February, 2006 (hereinafter referred to as "Specifications") and associated contract documents (hereinafter sometimes called the "Contract Work"). The Contract Work shall be done in accordance with this Agreement and in accordance with the following documents (all of which, including this Agreement, are hereinafter sometimes referred to as the "Contract Documents"):

This Agreement, Bid documents and all exhibits thereto, Contractor's Prequalification Application Form, Specifications, insurance requirements, performance bond, and Contractor's license certification, which shall form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein verbatim.

The Contract Documents represent the entire agreement between the parties and supersede all prior representations, negotiations, and agreements, whether written or oral. All work performed by Contractor shall be subject to inspection by REU, and in the discretion of REU, a reasonable amount will be withheld for work not complying with the Contract Documents until deficiencies are corrected.

2.0 The Work of the Contract

Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3.0 Date of Commencement and Substantial Completion

The date of commencement shall be no later than May 1, 2006. The term of the Contract shall be as indicated in the Specifications, Section 11.0.

4.0 Payments

REU shall pay Contractor in current funds for the Contractor's performance of the Contract as defined in the Specifications, Section 13.0, subject to additions and deductions as provided for in the Contract Documents. The charges as set forth herein shall cover in full all compensation claimed by Contractor arising from Contractor's performance of this work authorized under this Agreement. No further compensation will be paid by REU unless authorized in writing by the Operations Superintendent and approved by the General Manager of Rockwood Electric Utility.

5.0 General Conditions

5.01 Contractor shall comply with all state, federal and local laws (including but not limited to the Occupational Health and Safety Act) which govern the work. The Contractor shall have and maintain in force at all times, and upon request shall furnish to REU proof that he or she has, all licenses which are required to do the work.

5.02 Contractor shall not commence work under the Contract until the insurance described in Section 15.0 of the Specifications is in force and a certificate showing proof of such insurance has been delivered to REU.

5.03 Should the Contractor:

- (a) fail or refuse to begin or, once begun, to diligently proceed with the work after notice by REU to proceed; or
- (b) violate any provision of the Contract; or
- (c) allow any official or employee of REU or the City of Rockwood at any time to become directly or indirectly interested in the Contract through furnishing supplies or performing work hereunder;

then, in any of such events, REU may immediately take one or more of the following actions: (i) cancel the Contract; (ii) require the Contractor to discontinue the work immediately; (iii) sue the Contractor for damages suffered by REU, including consequential damages, and (iv) seek and obtain whatever equitable relief by way of injunction or specific performance that may be available. Seeking any one or more of the above remedies will not be a waiver of any other remedy available to REU. The Contractor shall pay the cost and expense of REU's enforcement of its rights hereunder, including but not limited to reasonable attorney's fees.

- 5.04 Contractor shall be solely responsible for and shall have control over the means, methods, techniques and procedures for doing the work. **The Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of REU.**
- 5.05 The obligations of REU hereunder are payable solely from the revenues of REU.
- 5.06 Contractor shall indemnify and hold harmless the City of Rockwood, REU and its directors, officers, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses and expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of the work, provided that any such claim, demand, cause of action, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 5.07 Contractor is responsible for any and all tax liabilities which may be imposed under the State of Tennessee, Department of Revenue Sales and Use Tax Laws.
- 5.08 The Contract shall be binding upon and shall inure to the benefit of REU and the Contractor and each of their respective heirs, successors and assigns. The Contractor may not assign the Contract or subcontract any part of the work. No amendment, modification or interpretation of this Contract by REU shall be effective unless the same is in writing and signed by a duly authorized representative of REU.

5.09 Any notices required to be provided under this Agreement shall be in writing and shall be deemed properly given (a) when delivered in person or (b) when forwarded by a nationally recognized overnight courier service or certified mail, return receipt requested, to Operations Superintendent, Rockwood Electric Utility, 341 W. Rockwood Street, P.O. Box 108, Rockwood, Tennessee 37854 on behalf of REU, or if to Contractor:

The designation of the person to be so notified or the address of such person may be changed at any time and from time to time by either party by similar notice.

5.10 This Agreement constitutes the final, complete, and entire understanding and obligations of the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the parties with respect to the same.

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

ATTEST:

(TITLE)

CONTRACTOR:

By _____

(TITLE)

ATTEST:

By _____
Executive Assistant

ROCKWOOD ELECTRIC UTILITY

By _____
General Manager

APPENDIX A

Preferred Methods of Trimming Trees and Clearing Rights of Way

APPENDIX B

Performance Evaluation Form

PERFORMANCE EVALUATION

**Power Line Right of Way Clearance
and
Tree Trimming Crews**

Company Name: _____ Date: _____

Period Covered: _____ Foreman: _____

Work Location(s): _____

Area: _____ Urban _____ Rural

Traffic Conditions: _____ Low _____ Medium _____ High

Tree Density: _____ Low _____ Medium _____ High

Was Stump Spray Used?: _____ Yes _____ No

SCORED EVALUATION

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

Total Grade: A + B + C + D =

Total Score: _____ _____ _____ _____ _____

Crew Rating System

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

Crew Foreman: _____

CUB Evaluator: _____

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

APPENDIX C

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

APPENDIX D

Certificate of Insurance – To be attached by Contractor