



Request for Quotation

Date: 11/05/2024

Quotation Number: 8451

Specification/Quotation Documents For: Right of Way Clearance

RFQ Due Date: 11/26/2024 @ 2:00 pm

To avoid any delay, we encourage you to send responses ahead of the deadline. Responses will not be opened until the stated date and time.

**MANDATORY PRE-BID MEETING
11/18/2024 @ 10:00am EST**

**BrightRidge Main Auditorium
2600 Boones Creek Rd
Johnson City, TN 37615**

Section 1 – Invitation to Bidders

Sealed bids will be received by BrightRidge until due date and time, then bids will be opened and publicly read. Bidders may participate in the public bid reading by contacting BrightRidge Purchasing at least two hours prior the bid opening time stated on the specific bid. Bidders making this request will receive a conference call number and a participant code. BrightRidge Purchasing contact information: purchasing@brightridge.com or call 423-952-5161.

All bids must be delivered at the vendor's sole risk as shown in this request for quotation as per Section 2 Instructions to Bidders. BrightRidge is not obligated to accept quotations received after the date and time stated.

Exceptions, if any, will be considered in the quotation evaluation in determining the successful vendor. Vendor must provide supporting documentation with its quotation for any exceptions.

BrightRidge reserves the right to reject any or all quotations, to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, to waive any and all informalities and/or irregularities in the quotation, to negotiate and/or renegotiate with any vendor the terms of its quotation, and to accept any quotation which in its opinion may be in the best interest of BrightRidge. This Request does not commit BrightRidge to pay any costs incurred in the preparation of a proposal or to procure or to contract for service. BrightRidge reserves the sole discretion to withdraw this Request in its entirety at any time without prior notice.

Information provided in this Request is intended solely to assist the respondent in preparing a Quotation. To the best of BrightRidge's knowledge, the information provided is accurate, however, there is no warranty expressed or implied.

Quotations may be held by BrightRidge for a period not to exceed sixty (60) days from the due date of the quotations for the purpose of evaluating the quotations or investigating the qualifications of the vendors, prior to awarding of the order. All quotations shall remain effective for at least sixty (60) days after the due date.

Each vendor's quotation shall constitute an offer to sell the goods or services sought by this Request for Quotation. The award shall be made by execution of a contract mutually agreed upon by both parties.

BrightRidge is a trade name of the Johnson City Energy Authority.

Questions contact:

Purchasing at 423-952-5161 or email purchasing@brightridge.com



Section 2 – Instructions to Bidders

Each Bidder shall carefully examine all specifications, drawings, and other contract documents to familiarize themselves with all the requirements, terms and conditions thereof. Any information relating to the work furnished by the Owner or others, or failure to make these examinations shall in no way relieve any Bidder from the responsibility of fulfilling all the terms of the contract, if awarded a contract.

No payment will be made for items not set up in the quotation, unless otherwise provided by contract amendment. All Bidders are cautioned that they should include in the prices quoted for the various bid items all necessary allowances for the performance of all work required for the satisfactory completion of the project.

REQUIREMENTS FOR A DIGITAL PROPOSAL/BID SUBMISSION

- **Bids should be clearly identified as:**

Bid Enclosed and Your Company Name

BrightRidge Quotation Number: 8451

Name of the Request: Right of Way Clearance

Due: 11/26/2024 at 2PM EST

Mandatory Pre-Bid meeting 11/18/24 at 10:00 am

- Send an email with an attached PDF of the digital bid including all required documents listed below to: SEALEDBIDS@BRIGHTRIDGE.COM. BrightRidge quotation number should be listed in the email subject line. Documents may be combined and sent as one PDF and cannot exceed 50MB in size. An automatic delivery receipt is sent indicating that the bid email has been delivered to sealedbids@brightridge.com
- Digital Proposal/Bids (hereafter called bids) received after the stated due date and time will be disqualified. BrightRidge will not open the bid submission email or any attachment until the due date and time stated for this sealed bid, this is to maintain the integrity of the sealed bid process
- Send a **SEPARATE EMAIL**, indicating that you have submitted a digital bid also include quotation number in the subject to: PURCHASING@BRIGHTRIDGE.COM. **DO NOT ATTACH A COPY OF YOUR BID TO THIS EMAIL!**
- No fax or physically delivered sealed bids will be accepted. **Bids must be digital.** Bidders from small & minority owned businesses needing to make alternative arrangements for physical delivery may call purchasing at 423-952-5161 or 423-952-5000.

REQUIRED PAGES TO INCLUDE FROM BRIGHTRIDGE BID PACKAGE

1. BrightRidge Request for Quotation Form
2. Section 3-Quotation Information Form
3. Specification Exception Form
4. No Bid Questionnaire – If applicable
5. Business and Taxpayer Identification or W9 form – for NEW vendors

Note:

Any bidder that submits a bid to BrightRidge of at least \$250,000 or more that provides services, supplies, information technology or construction must certify that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by Tenn. Code Ann. §12-4-119.



Contract

BrightRidge reserves the right to accept or reject any or all bids or portions thereof. Vendors may bid multiple options, unless otherwise stated.

Vendors must complete the BrightRidge Request for Quotation Form, if applicable and included in the request for quotation. As a backup, a vendor may include their company quote form, however, items must be quoted in the same order and in the unit of measure requested on the BrightRidge Request for Quotation form, a no-bid line needs to be included also in the order of our request if not bidding on an item.

Delivery

The price bid will be FOB Johnson City, Tennessee, at the location specified below. The bid price shown will be the full charge, including all applicable taxes, surcharges and other incidental fees, shipping charges included.

Delivery Site:

BrightRidge
Shipping/Receiving Entrance
2610 Boones Creek Rd
Johnson City, TN 37615

Invoicing

Unless otherwise stated, submit invoices upon delivery or pickup to ap@brightridge.com. The invoice must include an itemization of all items, supplies, repairs, or labor furnished, including unit list price, net price, extensions, and total amount due.

Payment

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or services in acceptable condition to BrightRidge and receipt of invoice, whichever is later.

Taxes and Fees

BrightRidge is exempt from all Sales and Federal Excise Taxes please quote less these taxes.

BrightRidge is not responsible for financial or legal obligations of the bidders that may include bond premiums, fees, insurance, licenses, permits, taxes, tariffs, or other costs of compliance, unless agreed to in writing by BrightRidge. Taxes may include federal, state, or local taxes or levies. Particular attention should be given to bids that provide construction, installation, and maintenance services that utilize the materials and supplies purchased by BrightRidge. BrightRidge does not pay Tennessee sales and use tax when materials, supplies, and equipment are purchased. If the Bidder wants information about the value of the items that will be used, contact BrightRidge Purchasing. Make a note of Tennessee Code Annotated 67-6-209 section (b) and (e).

If the Bidder wishes to recoup obligations they owe as a result of work performed for BrightRidge, the Bidder must include them in the quotation price. Otherwise, the Bidder should not expect additional payment from BrightRidge for these obligations.

Equal Employment Opportunity Clause

To the extent not exempt therefrom, the vendor/subcontractor designated herein agrees to in all respects comply with and abide by the provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, each as amended, and applicable implementing Regulations, including the Equal Employment Opportunity Clause referred to at 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-741.5, and 41 C.F.R. § 60-250.5, as well as those otherwise appearing at 41 C.F.R. § 60-1, et seq., 41 C.F.R. § 60-741.1, et seq., and 41 C.F.R. § 60-250.1, et seq., each as amended.



Contractor Bonds

Failure to meet bond requirements will disqualify the bidder.

Performance and Payment Bond: 100% of the Contract Sum

The successful bidder is required to furnish a performance bond and a payment bond in the amount of 100% of the bid price. Bonds issued must be from a surety company licensed to do business in the State of Tennessee. Performance and payment bonds must be delivered to the purchasing department within three (3) days following the date of execution of the Owner-Contractor Agreement. In lieu of a bond, a cash deposit, or an irrevocable standby letter of credit from a financial institution may be accepted. The financial institution must be a State or National bank with its principal office in Tennessee. The terms and conditions of any letter of credit shall be subject to the review and acceptance of the purchasing department. If the successful bidder, fails to furnish the bond or other approved security within the time allowed, there will be a claim filed against the bid bond as liquated damages rather than a penalty. Performance and payment bonds will be held for the duration of the contract period.



Insurance

Worker's Compensation and Employer's Liability - Contractor shall obtain, worker's compensation and employer's liability insurance to protect the Contractor against all claims under applicable state worker's compensation laws and against claims for injury, disease, or death of its employees which, for any reason, may not fall within the provision of the applicable worker's compensation law. The worker's compensation and employer's liability insurance policy shall include an "all states" endorsement. BrightRidge requires workers' compensation insurance on all construction and installation services regardless of if the bidder/contractor is deemed exempted from workers' compensation insurance. BrightRidge's requirement for workers' compensation insurance may exceed the minimum requirements of the State of Tennessee. The Contractor's liability limits shall not be less than the following:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY LIMITS	
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	STATUTORY \$ 1,000,000 EACH PERSON

Comprehensive Automobile Liability - Contractor's insurance for automotive liability coverage shall be written in comprehensive form and shall protect the Contractor and BrightRidge against all claims or 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 by Contractor. The Contractor's liability limits shall not be less than the following:

AUTOMOBILE LIABILITY	
COMBINED SINGLE LIMIT	\$1,000,000 COMBINED SINGLE LIMIT EACH ACCIDENT

Commercial General Liability – Contractor's General Liability Insurance shall be written in comprehensive form and shall protect the Contractor and BrightRidge against all written claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or their agents, employees, or sub-contractors. Contractor's liability limits shall not be less than the following:

COMPREHENSIVE GENERAL LIABILITY LIMITS	
BODILY INJURY	\$1,000,000 EACH PERSON \$2,000,000 EACH OCCURRENCE
PROPERTY DAMAGE	\$1,000,000 EACH OCCURRENCE



Section 3 – Quotation Information

The successful contractor agrees to indemnify, investigate, protect, defend, and save harmless BrightRidge, its officials, officers, agents, and employees from any and all third-party claims and losses accruing or resulting from bodily injury or damage to property caused by the successful contractor in performance of this contract.

The successful contractor also agrees to indemnify, investigate, protect, defend, and save harmless BrightRidge, its officials, officers, agents, and employees from any and all third-party claims and losses accruing or resulting from bodily injury or damage to property caused by the successful contractor's sub-contractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies to the successful contractor in connection with the performance of this contract.

If the successful contractor supplies products it manufactures (in whole or in part), the successful contractor agrees to indemnify BrightRidge, its officials, officers, agents, and employees from any and all third-party claims and losses accruing or resulting from bodily injury or damage to property caused by the failure of such products.

If the successful contractor only supplies products manufactured by others, the successful contractor is not obligated to indemnify BrightRidge for a failure of any such products manufactured by others. If the successful contractor only supplies products manufactured by others, the successful contractor agrees to cooperate with BrightRidge and take all reasonable steps to assist BrightRidge in making claims against any such product's manufacturer for any such product's failure.

In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify BrightRidge from damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of BrightRidge or its employees. This indemnification shall survive the expiration or early termination of this contract.

The undersigned acknowledges: That he/she is an authorized agent of the vendor submitting this quotation. The receipt of the following addenda (if any). The provision of the indemnification agreement.

Company Name: _____

Company Address: _____

Taxpayer ID: _____

Telephone Number: _____ **Mobile Number:** _____

E-mail: _____ **Fax Number:** _____

Primary Point of Contact: _____

Authorized Signature: _____

Date of Signature: _____ **Title:** _____

Printed or Typed Name: _____

***FAILURE TO SUBMIT THIS COMPLETED FORM WITH YOUR BID SUBMISSION
WILL RESULT IN YOUR BID BEING REJECTED AS UNRESPONSIVE.***



BrightRidge Specifications Exception Form

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of BrightRidge to ferret out information concerning the materials which you intend to furnish.

If your bid/quotation does not meet all of our specifications, you must so state in the space provided below.

Bids on equipment, vehicles, supplies, services, and materials not meeting specifications may be considered by BrightRidge, however, all deviations must be listed below.

I do meet specifications.

Signature: _____

I do not meet specifications. *Exceptions are in the space provided.*

Signature: _____

**FAILURE TO SUBMIT THIS COMPLETED FORM WITH YOUR BID SUBMISSION
WILL RESULT IN YOUR BID BEING REJECTED AS UNRESPONSIVE.**

Exceptions (please list below and specify exceptions)



No Bid Questionnaire

BrightRidge
Attn: Purchasing
2600 Boones Creek Rd
Johnson City, TN 37615

Quotation Number: 8451

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated.

For the following reason(s) we are submitting a no bid:

 Item not supplied by our company.

 Bid specifications (e.g. too restricted, not clear, etc.) Please explain.

 Profit margin on municipal bids is too low.

 Past experience with BrightRidge (e.g. payment delay, bid process, administrative problems, etc.) Please explain. _____

 Insufficient time allowed to prepare and respond to bid request.

 Bid requirement Too Large or Too Small for our company.

 Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.

 Other reason(s). Please explain. _____

Company Name: _____

Address: _____

Telephone: _____ E-mail: _____

(Signature)

(Printed/Typed Name)

Title: _____ Date: _____



BrightRidge

Business and Taxpayer Identification Information

This Business is operating as a:

Individual/Sole Proprietor or Single Member LLC Partnership Trust/Estate

C Corporation S Corporation

Limited Liability Company

(Enter the tax classification (C=Corporation, S=S Corporation, P=Partnership) _____

Other (please describe) _____

Licensed or otherwise authorize to business by the state of: _____

Taxpayer Identification Number: ____ - ____ - ____ - ____ - ____

Or

Social Security Number: ____ - ____ - ____ - ____ - ____

Legal Name: (as shown on your income tax return)

Doing Business as Name: (DBA)

Address: _____

City, State, Zip: _____

Note:

If applicable, your bid may be rejected if you do not complete and submit this page and/or a W-9 with your bid. Checks in payment of obligations by BrightRidge will be made payable to your legally issued name unless you state a DBA. Federal Tax reporting, if required, will also be in your legal name.



Right of Way Clearance RFP

Johnson City Energy Authority (DBA: BrightRidge) is requesting bids for right-of-way clearance (including approved herbicide stump treatment) **on 63 +/- miles** of our overhead distribution lines. The bid will be on a per mile/per circuit basis with all work to be completed within eight (8) months from the signing of the contract. The work requested will be in the South Central Community of Washington and Greene Counties.

All participants must have licenses, permits, etc. for work in the BrightRidge service area of Tennessee and if such are required by law or regulation. Contractors must submit proof of workers compensation and general liability insurance. Contractors must submit a bid bond made out to BrightRidge, agree to furnish a performance bond, and agree to the other items as noted in the attached Special Conditions. Employees of Contractor must be United States citizens or provide legal documentation to work in the State of Tennessee.

General Conditions and Specifications will be issued to indicate the way the work is to be completed. Maps indicating the circuits to be cut, trimmed or cleared will be issued to winning bidder. It is **mandatory for all interested bidders to attend a pre-bid meeting on November 18, at 10:00 am**, at BrightRidge in the Main Auditorium located at 2600 Boones Creek Rd Johnson City, TN 37615.

If you have any questions concerning the work area, please contact Brad Tolley 423-952-5137

Contractors submitting a bid will certify that they have examined the electrical circuits and work areas they are bidding on and are familiar with the bidding documents. Failure to review the sites and documents will not relieve the successful bidder of their responsibility for completing the work within the time specified at the bid price.



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SPECIAL CONDITIONS

1. Sealed bids shall be emailed to SealedBids@BrightRidge.com on or before **November 26, 2024. Bids will be opened on Tuesday November 26, at 1:30 p.m.** Please note in the body of your email the company's State Contractor's License #.

Failure to note the State Contractors License number in the body of the email shall be reason to disqualify the bid.

2. **BrightRidge reserves the right to accept or reject any and/or all bids and to waive any informality.**
3. The successful bidder will be required to provide professional personnel and equipment. A \$500.00 penalty will be assessed for each day the Contractor runs over the expected completion date, unless agreed upon by **BrightRidge**.
4. The contractor shall secure and pay for all required licenses and permits. No bid will be accepted for any contract, for not having State Contractor's Licenses in the State of Tennessee, as required by Tennessee State Laws. The bidder shall print his/her State Contractors License number on the front of the envelope. **Failure to note the State Contractors License number in the body of the email shall be reason to disqualify the bid.**
5. "Materials incorporated into the work are exempt from sales and use taxed pursuant to Acts of Tennessee (TCA 67-6-329 et seq.). The procedures for claiming said exemption are set out in TCA 67-6-409, and general contractors and subcontractors shall be responsible for applying for and claiming said exemption within the rules and regulations of the said statute, as well as of the Sales, Use, and Business Tax Division of the Tennessee Department of Revenue. It is their responsibility to secure such certificates and complying with other qualifications to claim such exemption when making qualifying purchases from vendors. The Utility shall not consider claims for additional cost as a result of the Contractor's or its subcontractor's, failure to comply with such rules and regulations.
6. After award of the contract and before operations starts, a pre-construction conference will be held at a time and place set by BrightRidge.
7. The project shall be completed **within eight (8) month** period from the date of the notice to proceed.

Contract time shall be extended for reasons not under the direct control of the Contractor. This shall include, but not be limited to, acts of God such as weather, earthquake and / or request made by BrightRidge but not limited to, delays in delivery caused by wars, labor strikes, inability to access the construction area, and emergency situations.

After consultation with the Contractor, the notice to proceed will be issued on a date determined by BrightRidge.



Failure to complete the project within the contract time will result in the assessment of liquidated damages in the amount of **Five Hundred Dollars (\$500.00) per day** for each calendar day of delay until the work is completed.

8. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or of his right, title, or interest therein, without written consent by BrightRidge. No subcontracts, or transfer of contract, shall relieve the Contractor of his responsibility under this contract and bonds, as are required by Tennessee Law.

After obtaining approval, and before a subcontractor does any work, the prime contractor shall furnish to BrightRidge, a facsimile of the executed subcontract. All provision of this contract shall be included in any subcontract.

9. BrightRidge shall make payments to the Contractor after receiving a duly certified invoice and approved by a BrightRidge employee, the work is completed to satisfaction. Invoices must be sent to **Rob Arnold** for review and an additional copy sent to our accounting office by the **10th day of the month** for check to be issued for prior months' work. The Contractor shall be paid on monthly bases, unless agreed upon by both parties, the Contractor and BR.
10. Unless otherwise indicated in the plans, specifications, or special conditions, the quantities shown on the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted in accordance with the contract. The schedule or quantities of work to be done may be increased, decreased, or omitted.

Additional work to be done, which in the opinion of BrightRidge represents a significant quantity, shall be authorized by change order agreement with the contractor.

11. Contractor will be required to **treat stumps and/or brush** with an approved herbicide (20% Trycera and 80% Basil oil). The herbicide will be furnished by Contractor. The Contractor shall have qualified, licensed employees to apply the herbicide. The herbicide treatment will be considered part of this contract with no additional charges added.
12. The contractor shall submit to BrightRidge a letter of bond certification that all materials and labor shall be paid in full before final acceptance shall be made.
13. All provisions required by law in connection with the contract between BrightRidge and the successful, independent contractor are deemed, incorporated in the bid proposal.
14. **Each Contractor must submit a list of references from the electric utility system for whom they have worked in the past five (5) years.**
15. The applicable portions of the enclosed General Conditions shall be effective for the work.
16. **Any ongoing Legal Issues shall be noted by contractor.**
17. **Contractor shall hire employees that are legal residents of the United State or be able to provide legal documentation for an employee to work in the United States.**



COMMENTS

Routine line-clearance and tree work is necessary to ensure public safety and to provide BrightRidge customers with a dependable supply of electric power.

Line-clearance must be accomplished in an environmentally responsible manner and must be managed cost-effectively.

Two elements are critical to the success of the program. The first being dependable, dedicated contractors who can supply quality equipment of five years old or less and a stable well trained work force. The second element involves the communication of well-defined expectations presented clearly in documents such as working manuals and these specifications. Contractor shall provide qualified employees who can speak fluent English.



**GENERAL CONDITIONS
AND
SPECIFICATIONS**



1. INSURANCE REQUIREMENTS

The Contractor, at his expense, shall procure and maintain during the term of this contract, with insurance companies acceptable by BrightRidge policies of insurance providing, at a minimum, the following coverage, and limits, and complying with the other requirements stated below:

- A. Worker's Compensation in statutory amounts and Employer's Liability with a minimum limit of \$1,000,000 per person.
- B. Comprehensive General Liability, including bodily injury, broad form property damage, broad form contractual liability, products, completed operations, and personal and advertising injury, with a combined single limit of \$1,000,000 per occurrence.
- C. Comprehensive automobile liability, including owned, hired, and non-owned automobiles, for bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence.
- D. The Contractor hereby waives, and if required by the above policies will cause its insurer(s) to issue endorsements thereto to waive all rights of subrogation against BrightRidge with respect to any claims or loss payable or paid under each such policies.

BrightRidge shall be added as an Additional Insured on the policies set forth in B and C above. Each of the above required policies shall contain a provision whereby the insurance carrier will notify BrightRidge at least thirty (30) days prior to the effective date of cancellation, non-renewal or material change in any of said policies. When requested, the Contractor shall promptly submit to BrightRidge a certificate, signed by an authorized representative of the insurance carrier, listing the policies, coverage and limits, and certifying that the said policies shall be in effect for the time periods stated in their certificate.

2. DEFINITIONS

Whenever the terms "as approved", "approval", "acceptable", "satisfactory", or "equal" or other similar terms are used in any specification of this Contract, such terms shall, unless otherwise expressly stated, mean as reviewed and approved by BrightRidge, and no such review or approval shall relieve Contractor or Contractor's obligations under this contract.

The Contractor shall be deemed an independent Contractor. The Contractor shall perform all work hereunder with its own equipment and personnel and according to its own means and methods, which shall belong to and shall remain in the exclusive charge and control of the Contractor. Said work shall not be subject to any control or supervision by BrightRidge, except as to the results of the work, and it is expressly understood that BrightRidge does not directly hire or rent the use of said equipment or personnel or assume any liability for the use or method of use thereof.



Whenever in the Contract the term “BR” is used, it refers to BRIGHTRIDGE, Johnson City, Tennessee and any such department or individual who has been so authorized to represent BrightRidge.

The term “work” includes, and Contractor shall furnish, unless otherwise expressly stated, all or any part of such labor (including the services of all trades, methods, material, consumables, expendables, supervision, tools, equipment, and transportation of other facilities) as may be necessary to complete the contract and all extra orders normally considered part of the type of project covered by the Contract, whether or not fully detailed on the drawings (if any) or listed in detail in the specification.

3. INTERPRETATION OF CONTRACT

BR shall interpret the Contract and any specifications and drawings pertaining to the Contract. In case of conflict in the Contract and BR’s specifications and drawing, BR shall resolve such conflict. The Contractor shall advise BR immediately of any such discrepancy or conflict. The terms and conditions of these General Conditions and the specifications shall govern the Contract and, unless BR at any time gives written notice to the contrary, shall take precedence over the terms and conditions of any other part of the Contract. BR shall arbitrate any controversies regarding the work that may arise between the Contractor and other Contractors. All decisions made by BR shall be final and binding on all parties involved.

4. TAXES

It is mutually agreed that all applicable federal, state, and local net or gross income receipt taxes and all use and similar taxes are deemed to be included in the contract price, and BR shall not reimburse Contractor therefore, such taxes being the sole liability and obligation of Contractor.

5. INSPECTION AND TESTING

BR shall have the right at all reasonable times to inspect the work. Contractor shall furnish all reasonable assistance and access for such inspection. BR may reject any work found to be unsatisfactory or not in accordance with the Contract, regardless of the time or place of discovery of unacceptable work and regardless of whether BR’s inspector has previously accepted the work through oversight or otherwise. Such inspection by BR shall in no way relieve Contractor from its obligation under the Contract. In addition to the foregoing, Contractor shall immediately notify BR in writing if Contractor at any time discovers any part of the work to be unsatisfactory or not in accordance with the Contract.

6. PROGRESS REPORTS

The Contractor shall furnish BR with bi-weekly progress reports, outlining the progress of the contract work to date.



- A. Contractor will be required to finish all work they are awarded within four (4) months of “Notice to Proceed”, which will be in writing from BrightRidge.
- B. Contractor will be required to maintain a steady workforce, to accomplish the bid work awarded, at a minimum rate of 25% per month. If Contractor falls behind 25% of where they should be at any time, Contractor will be required to make crew adjustments to compensate for the shortage, within two (2) weeks of discovery. If proper steps are not taken to correct shortage, a \$500 per day fine will be assessed until adjustments are made.

7. **CORRECTION OF WORK AND WARRANTY**

Workmanship shall be the best of its respective kind. Contractor agrees that competent and adequately skilled workers shall perform all work. **The Contractor’s employees shall always conduct themselves in a professional manner and be dressed in appropriate clothing, (No clothing with inappropriate advertising).** Contractor warrants the work will be of the best quality and satisfactory to BR and agrees promptly, at its own expense, to remedy in conformity with the contract, any part of the work which is declared nonconforming or otherwise unsuitable for the purposes contemplated by this contract.

If Contractor does not remove, remedy, or replace any such work within a reasonable time after written notice by BR, BR may remove, remedy, or replace it at Contractor’s expense.

If BR shall deem the Contractor unable to correct unsatisfactory work or work not done in accordance with the Contract, an equitable charge shall be made and be deducted from the contract price or made payable to BR on demand.

Contractor shall be responsible for completely fulfilling all performance specifications contained in the contract. If contractor is unable to complete contract, liability may be assessed to original contractor for completing the work.

8. **CLEANING UP**

Any trimming debris left for over one week, (five working days) after a customer complaint, is subject to clean-up by BR. BR will clean-up debris and bill Contractor at cost plus 20 percent. This includes brush piles and hangers left in trees. Contractor will leave property in as good of condition as / or better than when they started, unless other specifics are worked out with property owner.

9. **PERMITS AND PUBLIC REGULATIONS**

The Contractor shall, at its sole expense, obtain all permits, licenses, consents, waivers, and/or releases, which are necessary or required for the performance of the work hereunder, and copies of all said documents shall be furnished to BR Supervisor immediately upon request thereof. If the Contractor is unable to obtain any of said documents for any reason, it shall advise BR’s Supervisor immediately in writing.



Contractor shall give all required notices and shall comply with all applicable laws, ordinances and regulations of any public authorities having jurisdiction. If Contractor discovers that the specifications forming a part of the contract are at variance with any legal requirements, it shall promptly notify BR in writing. If Contractor performs any work, which is contrary to any instructions from BR to proceed with such work, Contractor shall bear all penalties and costs arising there from.

10. **JURISDICTIONAL DISPUTES**

The Contractor engaged in work on the project shall furnish BR with copies of all labor agreements applying to its employees at the work site. The Contractor shall be directly responsible for the labor relations of its own employees and shall immediately notify BR of any dispute, which arises, and provide a full statement of the attendant facts and any solution proposed by the Contractor. The Contractor shall keep BR fully informed of all disputes and shall act and exert maximum effort to resolve any dispute that arises.

11. **EXECUTION OF WORK**

Contractor shall provide all labor, tools, materials, etc., which may be necessary for the work. Contractor shall keep all its tools, equipment, and materials, etc., in such condition that the work can be carried on with safety to BR's customers, BR's employees and the Contractor's employees and to other persons and property on or near the work site. Contractor shall maintain a competent crew foreman at the work site at all times to supervise the work and conduct the work in cooperation with BR and in coordination with all other work being done on the premises. The Contractor supervision shall be acceptable to BR and may not be changed except by the request of BR unless said supervision proves to be unsatisfactory to Contractor or ceases to be in Contractor's employment.

12. **WORK SITE RULES AND REGULATIONS**

Contractor shall abide by all rules BR may have in effect or hereafter put into effect at the site of the work. If, in BR's judgment, it is desirable, Contractor shall at BR's request remove any of Contractor's employees from the work. **BRIGHTRIDGE is a drug free workplace and expects any Contractor to have a drug testing policy in place.**

13. **TERMINATION**

A. **GENERAL**

BR reserves the right, without any liability to Contractor, except to pay for work satisfactorily completed and accepted by BR prior to termination (as determined by BR), to terminate all or any part of this contract in the event of the happening of any of the following:

1. Insolvency of Contractor, the filing of voluntary petition in bankruptcy by Contractor, the filing of an involuntary petition of Contractor declaring bankruptcy, the appointment of a Receiver or Trustee for Contractor, or the execution of Contractor of an assignment for the benefit of creditors.



2. If Contractor breaches any of the terms of this contract, including any warranty of contract.
3. If Contractor fails to comply with or perform any of the provisions of this contract.
4. If Contractor, for any reason, fails to perform the work as specified in this contract.
5. If Contractor fails to make progress as to endanger the performance of this contract.
6. If any of Contractor's equipment, tools, etc., be seized by judicial process.
7. If Contractor at any time refuses or neglects to supply sufficient equipment or number of properly skilled workers as shall be determined at any time or from time to time by BR as being required to complete the work in accordance with the contract schedule provided in contract, or if no such schedule is provided, then within a reasonable time.
8. If Contractor fails or refuses for any reason whatsoever (regardless of whether such failure or refusal shall be due to its negligence or otherwise) to supply proper materials.
9. If Contractor disregards laws, ordinances, regulations, or the instructions of BR.

B. NOTICE OF TERMINATION AND CONDITIONS

In addition to the foregoing, this contract is subject to termination in whole or in part at any time at the election of BR upon written notice to Contractor. Upon such termination, Contractor shall forthwith discontinue all work and the incurring of any additional relation to this contract, except as may be directed by BR in such termination notice.

Upon receipt of Notice of Termination, for the convenience of BR, Contractor waives all claims for damages, including, but not limited to, loss of anticipated profits, idle equipment, labor, and facilities and accepts the following as sole and complete compensation:

1. If the contract is terminated before Contractor commenced any work or preparation for work, no payment shall be made to Contractor.
2. If the contract is terminated after Contractor has commenced mobilization or other off-site activities, but prior to any performance of the work, BR shall pay Contractor the actual cost, including administrative and general overhead, of any preparation to perform the authorized work.



3. The Contractor shall be paid for all work completed before the notice of termination as determined by BR.
Within ten (10) calendar days of the date of notification of the cancellation, Contractor shall submit to BR a complete status report of the progress of the work up to the date of notification with supporting documentation. The progress report shall include the status of work in progress and work completed.

14. **PROPERTY DAMAGE INSURANCE**

Until accepted in its entirety by BR, the work shall be at the Contractor's risk, and if any loss of or damage to the work from whatever cause or causes occurs prior to acceptance, Contractor shall, without cost to BR promptly repair or replace the work lost or damaged. Contractor waives all claims against BR due to loss or damage to Contractor's property. Contractor shall protect and be responsible for BR's property from any loss or damage arising out of the execution of the work.

15. **OVERTIME**

Overtime rate will not pertain to this contract.

16. **INVOICING INSTRUCTIONS**

- A. All invoices must be made out to BrightRidge and addressed to:

BrightRidge
Attention: Accounts Payable
P. O. Box 1639
Johnson City, Tennessee 37605
Or emailed to AP@BrightRidge.com

- B. All invoices submitted must state the following information within the invoice body:

1. BrightRidge's purchase order number or contract number.
2. Location at which the work was performed.
3. Employee's name and number of hours per employee
4. Brief description of the work performed.
5. Agreed to terms of payment (Net 30 days after receipt).
6. Invoices shall be submitted and received by BR by the 10th day of each month. Payment will be rendered within 30 days of receipt of invoice.

- A. A copy of the invoice shall be emailed to the Accounts Payable Department at AP@BrightRidge.com.



17. **PAYMENTS**

No certificates given or payments made shall be considered as conclusive evidence of the performance of the Contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of any defective part of the work. Contractor shall, if requested by BR, at the time of any request for a partial or final payment, furnish BR with a verified certificate showing names of subcontractors hereunder, the work to be done by and the amount payable to each. Contractor shall also furnish waivers or other evidence acceptable to BR that Contractor and said subcontractors have been paid in full or in sufficient amount to justify the requested payment and shall in all other respect comply and cause all subcontractors to comply with the requirements of applicable local laws to the end that BR shall be fully protected against claims for all work covered by such payments. Acceptance by contractor of final payment on the Contract price shall constitute a waiver of all claims against BR.

It is agreed that BR may withhold payment for work done to the extent of protecting itself against loss on account of:

- A. Defective work not remedied (payment will be withheld as a percentage of each job that is defective, e.g., 20% defective, 20% of payment withheld).
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Damages by Contractor to structures or properties.

When the above issues are remedied, payment shall be made in full of any amounts withheld.

18. **ASSIGNMENT OR SUBLEASE**

Contractor shall not assign or sublet the work or in any part thereof without first obtaining BR's written approval. Approval of a subcontractor will not be given unless such subcontractor is acceptable to BR and further unless said subcontractor shall assume all the provisions of the contract insofar as applicable to such subcontractor.

The Contractor shall be responsible for the acts, errors and omissions of its subcontractors and of all persons employed by them. If for sufficient reason, at any time during the process of the work, BR determines that any subcontractor is performing the work in a less than satisfactory manner, BR will notify the Contractor accordingly and immediate action shall be taken for the cancellation of such subcontract. Subcontracting by any subcontractor shall be subject to the same requirements and provision hereof.

Nothing herein shall create any contract between any subcontractor and BR of any obligation on the part of BR to pay or see to the payment of any sums of any subcontractor of the Contractor.

19. **SAFETY AND FIRST AID**

It shall be the responsibility of the Contractor and its subcontractors to provide and maintain first-aid facilities at least equal to those required by applicable laws, regulations,



and ordinances. Contractor shall indemnify BR and BR's representative from and against all liability for any violation of such laws and regulations. Contractor shall take all reasonable precautions to ensure the safety of all persons and property on or off BR's premises and to protect the public against injury to persons or property.

The Contractor and its subcontractors shall promptly reconcile all unsafe conditions created by, and all unsafe practices on the part of the Contractor's employees. Contractor or any of its subcontractors shall not be relieved of any responsibility provided under this Article because BR has given any directives or has failed to detect or order the correction of any unsafe conditions or practices.

If, in the opinion of BR, said work is not being executed in a safe manner as defined herein, BR may order the work stopped immediately. Work shall not be resumed until the Contractor has employed proper methods. **All equipment used in the performance of the work shall be in first class condition. Any equipment, which in the opinion of BR is inadequate or unsafe, shall be removed and replaced at the Contractor's expense.** All work done under this Contract shall comply with the rules and regulations of the Federal Occupational Safety and Health Administration (OSHA) covering the health and safety of employees and ANSI Standard Z.133 (vertical standard). Any accidents to persons or damage to property occurring directly or indirectly from, or in connection with the performance of the work herein provided for, shall be promptly reported by the Contractor to BR.

20. **COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS**

Contractor shall always be solely responsible for complying with all applicable laws, ordinances, and regulations and policies in connection with the work, including those related to property ROW and all requests and regulations of BR.

21. **NOTICES**

All notices hereunder shall be in writing and may be served upon the Contractor in person if an individual, or upon an officer of Contractor if a corporation or upon a partner of Contractor if a partnership or upon any superintendent or other person with supervisory authority representing BR at the site of the work and shall be effective upon such service.

22. **CONFIDENTIALITY**

All plans, diagrams, drawings, specifications and the like furnished to Contractor pursuant to the work is the sole and separate property of BR. Contractor shall take all reasonable precautions to protect the confidentiality thereof and shall not disclose the contents thereof without the prior written consent of BR.

23. **DATE OF CONTRACT**

For firm price (lump sum) bid work, this contract is valid for exactly eight months from the date specified in the notice to proceed which will be given to Contractor in writing



after all documents are signed and delivered. This Contract may be extended, if agreed upon by both parties.

24. **CONTRACTOR TREE TRIMMING CREWS**

The following identifies the procedures for the daily administration of contracted tree-trimming crews under this agreement.

A. **REQUIREMENTS**

Because contract crews' interface daily with BR's customers and as such represent BR, their appearance is an important consideration. All crew members shall wear shirts in the Contractor's color with the Contractor's name embossed on the front. Sleeveless, torn, dirty or stained clothing shall not be permitted.

B. **REPORTING**

1. Daily crew reporting procedures concerning each crew's daily work locations and crew makeup shall be mutually agreed upon between the BR Supervisor and the Contractor.
2. Each crew foreman shall report first to the contract supervisor and the contract supervisor will report to BR's Dispatcher or Tree Trimming Supervisor (Brian Ellis or Tony Woods) as soon as possible any changes in circuit locations, personnel injuries, accidents, property damages and any line outages or suspected line outages the crew may have caused. The phone number for dispatcher is **423-952-5011 or 423-952-5025**

25. **CONTRACTOR SUPERVISION**

The following identifies the duties and clarifies the responsibilities of the contract supervisor.

A. **REQUIREMENTS**

1. Contractor's supervisor shall maintain a cell phone and a pager during all work hours. Contractor shall supply BR's Supervisor with the cell phone and pager numbers to maintain contact with the contract supervisor.
2. Because contract supervision interfaces frequently with BR's customer and as such represents BR, their appearance is important. They should be dressed appropriately and reasonably groomed.
3. All supervisory candidates must be reviewed by and found acceptable to the BR's Supervisor.
4. If a Contractor has more than one group or a subcontractor is present under said Contractor, Contractor will coordinate to have one supervisor to coordinate all complaints, re-trims, etc. between all groups involved.



B. **CONTRACT SUPERVISION DUTIES**

1. **GENERAL DUTIES**

- a. Contract supervisor shall be responsible for ensuring that his assigned crews are properly staffed, trained, licensed, and qualified to work around energized conductors.
- b. Contract supervisor shall ensure that the appearance of the Contractor's equipment and personnel are acceptable. The Supervisor and at least one crew member (preferably the crew leader) must be able to speak clear and fluent English.
- c. Contract supervisor shall be responsible for crew effectiveness, work productivity, arboricultural quality and safe work practices.
- c. Contract supervisor shall monitor their crews' effectiveness ratings and shall understand productivity reports to identify potential problem areas.
- e. Contract supervisor shall verify that trim areas are completed and provide documentation to the Tree Trimming Supervisor of any incomplete work. Any unsatisfactory or inadequate work shall be redone at Contractor's expense.
- f. Contract supervisor shall locate acceptable and approved chip-disposal sites.
- g. Contract supervisor will be responsible for riding lines and approving as complete before BR inspects and gives final approval for payment.
- h. Contract supervisor shall maintain contact with the BR Supervisor on matters dealing with line-clearance contract and specifications.
- i. Contract supervisor shall contact the BR Supervisor weekly to report planned activities, crew makeup and work locations and to receive special instructions, if needed.
- j. Contract supervisor **shall** verbally notify the BR Supervisor of any personnel injuries, accidents, complaints, or property damages as soon as possible after occurrence. A written report **shall** be submitted to the BR Supervisor thereafter.



2. **WORK PLANNING DUTIES**

- a. **The Contractor's Work Planner or Lead Supervisor shall be supplied at the Contractors expense** (if contractor desires to have a Lead person on site). BR recommends the contractor supply a Work Planner or Lead Supervisor to work with customers and oversee contractor crews. The individual shall be responsible for all necessary work planning and scheduling of their assigned crews. The BR Supervisor shall give specific instructions on daily operations
- b. The Work Planner/Lead Supervisor shall investigate service tickets (notes), address customer complaints, refusals, and skips and obtain notification for tree work ahead of the tree crews. The work planner shall identify hazardous tree/wire conditions as well as tree and brush removal. They shall also be responsible for obtaining permission from customers and permits for such work if needed.
- d. The Work Planner or Lead Supervisor shall meet with local governments, park departments, highway departments, other Utility companies, etc. to discuss planned line-clearance activities within their jurisdictions.

C. **REPORTING**

- 1. Contract supervisor shall maintain contact with the BR Supervisor on matters concerning line-clearance contract and specifications.
- 2. Contract supervisor shall contact the BR Supervisor weekly to report planned activities, crew makeup and work locations and to receive special assignments.
- 3. Contract supervisor shall verbally notify the BR Supervisor of personal injuries, accidents, complaints, or property damages as soon as possible after occurrence. A written report shall be submitted to the BR Supervisor thereafter.
- 4. The BR Supervisor shall be notified in advance of any time that the contract supervisor will travel outside of his assigned area of operation during the normal workday.

26. **PROGRESS REPORT**

The Contractor's area supervisor assigned to this contract shall contact the BR Supervisor at least twice monthly to discuss the operation, update the BR Supervisor on progress and deliver trim reports that are required by BR as well as beginning and finishing dates on each circuit completed.



27. **EMERGENCY WORKFORCE**

During emergency storm conditions, Contractor may be called upon to supply additional crews for support efforts.

28. **PRIVATE WORK**

1. Under no circumstances shall the Contractor's employees solicit or accept payment for services rendered to products resulting from the work, e.g., firewood, wood chips, logs, etc. throughout the term of this contract.
2. The Contractor shall be responsible for removing any employee found to be soliciting, pricing, or performing private work during BR working hours.

29. **RIGHTS-OF-WAY**

Private Property:

Trees are a part of the property in the land ownership on which they stand. In the majority of cases BR has a ROW to cut, trim or clear and remove any obstruction that could interfere with the electrical system. If the trees are on private property and no ROW has been signed, the contractor shall call the BR supervisor and he shall discuss options with the landowner.

30. **PUBLIC CONTACTS**

A. **Method of Approach:**

The Contractor's numerous daily contacts made both with public agents and BR customers provide an ideal opportunity to improve public relations for BR. It shall be distinctly understood that in meeting such people, the contact person is representing BR. His/her appearance, attitude and method of approach can reflect either creditably or unfavorably upon both the company and the Contractor. Contract personnel shall make clear to property owners the name of their company and they are contracted by BR to perform line-clearance work. All complaints and claims addressed to trimming crews shall be directed to the Contractor supervision and then reported to the BR Supervisor.

B. **PUBLIC CONTACTS FOR ROUTINE LINE-CLEARANCE**

In re-clearing and trimming established lines on private property, the Contractor shall contact the affected property owner to discuss work details according to the following guidelines:

- a. Property owner notification shall be made for all trimming activities on public and private property. Notification shall be made a minimum of three (3) days before work is done on property.



- b. Written permission should be obtained for all tree and brush removals on public and private property.
- c. Where easements exist, work should be done in accordance with the ROW easement, BR policies and procedures and Tree Line USA.
- d. The Contractor shall comply with all state and local tree ordinances.
- e. The State Highway Department shall be contacted for verbal and/or written permission to conduct tree work along state highways, if required.

C. **INGRESS AND EGRESS**

- 1. The property owner, agent or tenant should always be contacted before entering private property. If there is not direct access to the area, use the best route specified by the property owner, agent, or tenant. It is the responsibility of the Contractor to use appropriate caution in traveling over the area. Any damage to property or otherwise shall be repaired at the contractor's expense.
- 2. The cutting and subsequent repair of fences shall be arranged with the property owner, agent, or tenant.
- 3. The property owner, agent or tenant should be consulted to locate any field tile, septic system, etc. The Contractor should use reasonable means to assure that these facilities will not be damaged.

B. **CUSTOMER INTERFERENCE**

In situations involving customers who prevent crews from providing at least the minimum clearances as outlined in this specification, the crew foreman shall **complete a trim refusal form**. A copy shall be personally handed to the customer. The crew foreman shall then notify the contractor supervisor of the situation. The contractor supervisor shall then meet with the customer as soon as practical thereafter to resolve the conflict. If contract supervisor is not successful, he shall then notify the BR Supervisor. The BR Supervisor shall mail an approved registered letter to the customer concerning the situation.

31. **SKIPS**

The crew foreman shall maintain an up-to-date list of trees that the crew skipped for one reason or another. The contract supervision shall ensure that such work has been completed before the crew moves to another trim area.

32. **DISTRIBUTION LINE CLEARANCES**

- A. Minimum clearances are not to be construed as standard clearances. In considering factors such as the tree species, its growth rate and wood strength, its position in relation to the line, and the height and voltage of the line, additional clearances may be required subject to consent of the property owner.



In all cases, a clearance of Ten (10) feet shall be acquired for distribution lines to ensure public safety. The BR Supervisor must approve any clearances less than this.

- B. In trimming primary conductors, allowances shall be made for conductor sag and windblown horizontal displacement of conductors as well as the sway of tree limbs alongside of conductors.
- C. To further public safety, clearances shall be increased in public parks, schools, playground areas or other such areas where children may climb into trees.
- D. A minimum of Ten (10) feet of clearance shall be obtained for all transformers, primary lines, risers, and associated equipment.
- E. A minimum of ten (10) feet of clearance shall be obtained for all Distribution Conductors on each side and below the lowest cable attached to the pole, such as the neutral, telephone, or cable TV.
- F. All poles and guy wires shall be cleared of trees, branches and vines.
- G. Any overhanging limbs will be removed over primary lines. This includes overhanging limbs that were left by previous bucket and mechanical equipment.
- H. Tall growing tree species in the brush stage (**six inches** in diameter at breast height (DBH), shall be removed and the stump treated with an approved herbicide when within 15 feet of a mowed property and water areas.

33. **TRANSMISSION LINE CLEARANCES**

The Contractor may occasionally be required to perform work along transmission circuits. The high voltage and critical service required of transmission lines make safe tree clearances a priority. The clearances necessary for 72 kV and higher voltage lines reduce the importance of shade tree factors and benefits. To ensure public safety, in all cases, at least fifteen (15) feet of clearance must be acquired on 69kv lines.

- A. All overhanging limbs will be removed as they pose extreme hazard. This includes overhanging limbs that were left by previous bucket and mechanical equipment.
- B. Allowance should be made for wind displacement of conductors and the sway of tree limbs also. Hazardous limbs which could breakout due to wind should be removed.
- C. Trees located directly beneath transmission conductors may require height reduction in order to provide the maximum protection from interruptions. Natural conductor sag caused by hot weather and heavy load conditions must be considered as these can cause lines to sag in mid-span more than ten feet. Trees



located immediately beneath conductors should be considered for removal first and trimming second.

- D. Dead, defective or leaning trees which, if they failed would contact the conductors, shall be removed or trimmed so as to eliminate the potential for contact.
- E. Tall growing tree species in the brush stage (**six inches** in diameter at breast height (DBH), shall be removed and the stump treated with an approved herbicide when within 15 feet of a mowed property and water areas.
- F. All right-of-way clearing shall conform to right-of-way standards approved by the BR Supervisor.

34. **TRIMMING PRACTICES**

- A. When trimming overhead electric lines, all conductors shall be considered highly energized. When removing trees or limbs which may create a potentially hazardous situation to the crew, the BR Supervisor shall be contacted for assistance.
- A. All trimming methods used in the performance of this contract shall be generally accepted methods. BR is a member of Tree Line USA and use the clearance methods recommended by their standards.
- C. The lateral pruning method shall be applied in making all line clearance cuts. Branches shall be trimmed to a lateral at least one-third the diameter of the severed limb. The remaining lateral limb shall be growing away from the line so as to guide future growth away from the conductors.
- D. Dead or defective limbs larger than two inches in diameter located anywhere within the crown of the tree which have the potential to fall or be blown away into primary conductors shall be removed.
- C. Trimming should be confined only to the portions of the tree directly affecting conductor clearance. Shaping or trimming of trees which are not directly affecting conductor clearance will be avoided, a lateral top cut is permitted.
- D. Almost all trimming for primary line clearance on the BR system involves either side trimming or “V” trimming or lateral topping.
- E. All limbs and treetops located above conductors shall be trimmed back by the directional trimming method to prevent the development of future overhang.
- H. Cuts shall not be painted.
- I. The artificial trimming or shaping techniques known as rounding, pollarding, shearing, snowballing, rounding over, etc. should not be used.



- J. Any tree house discovered in trees near power lines as well as any other hazardous conditions observed shall be reported to the BR Supervisor at once. Any hazard to the general should be removed.
- K. When two or more circuits share the same poles, the circuit with the highest total mileage will be default for any trimming needed on the two circuits.
- L. Maps and bid documents of circuit mileage are estimates only. Contractor is responsible for trimming all circuit lines as found in field.

35. **TREE REMOVAL CANDIDATES**

It is desirable in many situations to remove trees rather than to obtain electric line clearance by trimming. The following describes such conditions:

- A. All brush (potentially tall growing woody plant species) located beneath or adjacent to primary distribution and transmission lines should be removed. If chemical treatment can be used, see the procedure outlined in paragraph 2 below.
 - 1. Trimming contractor is responsible for brush located within ten (10) feet of maintained property (mowed yard), and bodies of water. Every effort shall be made to remove such brush. Unacceptable amounts of brush that are trimmed and not removed will be investigated by the BR Supervisor and rectified by Contractor. Removal by hand cutting in the above mentioned areas will be aggressively pursued by contract supervision. In addition, stumps that are hand cut must be treated with an approved herbicide.
 - 2. Brush located beneath lines that is in an area not maintained will be cut or mowed so follow-up herbicides can be applied by spray crews later. The Contractor will be responsible for locating and recording these areas for spraying and give the list to the BR Supervisor.
- B. All trees which have the potential to grow tall enough to reach power lines should be removed whenever possible if located within 10 feet of distribution line and 15 feet of transmission line. If a tree is endangering electric lines or other equipment and cannot be removed, it shall be trimmed according to the trimming methods referred to in this specification.
- C. Fast growing trees with upright branching habits located beneath or adjacent to overhead conductors and/or trees with naturally brittle wood, such as Hackberry, Willow, Elm, Red Maple, Pecan, Silver Maple, Sweet Gum, Water Oak and Black Locust should be targeted for removal.
- D. Trees where three (3) years clearance cannot be acquired at the time of each trimming should be removed upon consent of the property owner.
- E. Badly diseased, dead, dying or leaning trees which are a line hazard, should be removed or trimmed to eliminate the potential for contact.



- F. Trees in school yards and urban areas in which children may climb and come in contact with conductors should be removed, particularly if trimming will not provide adequate clearance in terms of ensuring public safety for four years.

36. **TREE REMOVAL PRACTICES**

- A. Selective clearing practices shall be applied in all situations. The removal of tall growing wood plant species should be done to minimize damage to residual low growing vegetation.
- B. Trees and brush shall be cut flush to the ground and parallel to the slope when removed unless prior arrangements have been made. All stumps will be treated with an approved herbicide of 20% Tricyera and 80% Basil oil. Trees growing in fences may be cut at fence post height provided the stumps are treated with an approved herbicide EPA Approved **Stump Herbicide shall be provided by contractor.**

37. **WOOD CHIP DISPOSAL SITES**

All contractors are responsible for disposing of the chips and wood. Chip disposal sites shall be in accordance with all local, state, and federal regulations. Contractor shall furnish BR with a list of usual chip disposal sites. BR retains the option of approving or disapproving any such sites. The Contractor shall bear all clean-up, restoration or other costs associated with unlawful disposal of wood chips.

38. **WORK SITE CLEANUP**

- A. Work site is to be left in a clean and as good or better condition, as work site was found before work began.
- B. All limbs, twigs and other material created from routine trimming and/or removal of trees and brush shall be chipped and blown on site whenever possible. All limbs and brush shall be cleaned up and the site raked each day before leaving the job site unless specified otherwise by the property owner, agent or tenant.
- C. Black Cherry brush and foliage **shall not** be blown on site or in a pasture where farm animals exist.
- D. Firewood size limbs and wood shall not be left at the base of the tree unless consent was received from the property owner, agent, or tenant.
- E. All severed limbs and branches (hangers) shall be removed from the crown of trimmed trees.
- F. Brush and wood shall be promptly moved off roads and sidewalks.
- G. Debris (paper, cans, and other refuse) shall not be left on the job site and shall not be disposed of with chips.



- H. In no case will brush be allowed left on site for more than five (5) working days. If Contractor allows this, BR will clean up and bill Contractor for cleanup costs.

39. **DESCRIPTION OF WORK TYPE**

- A. **Mechanical Trimming:** Any tree trimming work in rural or un-maintained areas that are accessible to mechanical trimming equipment.
- B. **Mechanical Mowing:** Any brush mowing in rural or un-maintained areas that is accessible to mechanical mowing equipment.
- C. **Bucket/Lift Trimming:** Any trimming work in urban/rural maintained or un-maintained areas that is accessible to bucket/lift equipment.
- D. **Manual Trimming/Cutting:** Any tree trimming, tree removal, brush trimming, brush removal in urban or rural areas both maintained or un-maintained that is inaccessible to any equipment.

40. **PENALTY FOR COMPLETION DATE**

If the work is not completed within the time frame provided in this contract a penalty of \$500.00 per day may be applied to contractor. Provisions or acceptations for inclement weather such as rain, snow, etc. must be agreed upon by BR.

41. **BRIGHTRIDGE REQUEST FOR QUOTATION FORM**

See Excel sheet provided for quotation information.

42. **BID SELECTION PROCESS**

BrightRidge reserves the right to reject any and/or proposals or to accept the offer deemed to be in the utility's best interest. All proposals shall be evaluated on the following criteria: Cost, Qualifications/Experience, References, Timeliness, Compliance with Proposal Specifications, Financial Stability, TRIR, and Compliance with the law.

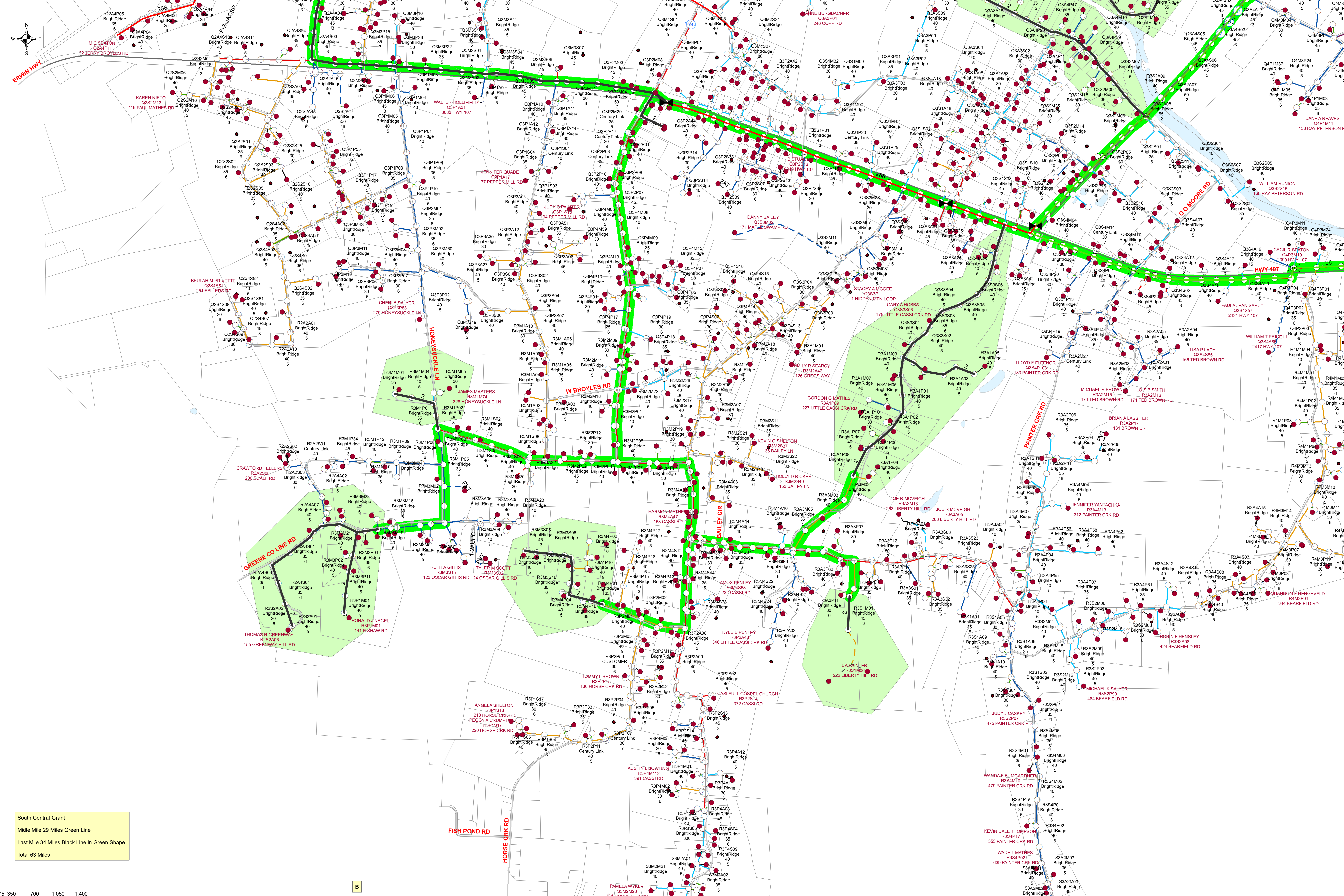
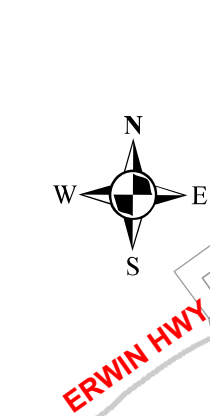
BrightRidge reserves the right to waive any and/or all the requirements contained within this invitation at its sole discretion.

Personal interviews with the proposers may be requested.

Evaluations will be based on the following table, with consideration given to all components of the statements above:

Cost	50 Points
Qualifications/Experience	25 Points
References	10 Points
Compliance with Proposal Specifications	5 Points
TRIR	10 Points





South Central Grant
 Middle Mile 29 Miles Green Line
 Last Mile 34 Miles Black Line in Green Shape
 Total 63 Miles

B

0 175 350 700 1,050 1,400 Feet