



**REQUEST FOR PROPOSALS**

**NON-EXCLUSIVE**

**HERBICIDE SPRAYING AND VEGETATION MANAGEMENT CONTRACT**

**BID NUMBER: RFP-FY21-AUG001**

**REQUIRED PRE-BID MEETING DATE: August 6, 2020 @ 2:00 pm**

**RESPONSE DUE DATE: August 18, 2020 @ 2:00 pm**

Newport Utilities (NU) is seeking proposals for non-exclusive herbicide spraying and vegetation management within NU's rights-of-way. Details are provided in this document.

Attendance is required to the pre-bid meeting for the bid to be accepted.

**All proposals must be mailed or delivered, at the vendor's sole risk, to the address shown in this request for proposal.**

**NU is not obligated to accept proposals received after the date and time stated above.**

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

**NU reserves the right to reject any or all proposals, to waive any and all informalities and/or irregularities in the proposal, to negotiate and/or renegotiate with any vendor the terms of its proposal, and to accept any proposal which in its opinion may be in the best interest of NU.**

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

Pending Board approval in August 2020, **contract will commence September 1, 2020.**

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

**Questions regarding this request for proposal should be submitted in writing to the person listed below. Questions may be faxed or emailed.**

TO: Donna Cureton

TITLE: Purchasing Agent

Email: [dcureton@newportutilities.com](mailto:dcureton@newportutilities.com)

PHONE:(423) 625-2843 FAX:(423) 613-9786

## **OVERVIEW**

Newport Utilities is a municipal electric, water, wastewater, and broadband service provider providing services in Newport (Cocke County), TN and parts of surrounding counties. Newport's service area is approximately 600 square miles.

## **REQUEST FOR VENDOR QUALIFICATIONS**

Newport Utilities (NU) is in the process of evaluating vendor proposals to provide herbicide spraying and vegetation management within NU's rights-of-way per specifications enclosed in this document. Your firm is one of the organizations from which qualifications and proposals are being requested.

**Two (2) copies** of your response, which must include **all required supporting documents** must be submitted to:

Via U S Postal Service:

Newport Utilities Attn: Donna Cureton Purchasing Agent

P. O. Box 519 Newport, TN 37822

### **Via overnight delivery service or hand delivery:**

Newport Utilities Attn: Donna Cureton Purchasing Agent

170 Cope Blvd. Newport, TN 37821

### **All bids shall be clearly labeled on outside of envelope –**

**SEALED BID RFP-FY21-AUG001 - HERBICIDE SPRAYING AND VEGETATION MANAGEMENT  
CONTRACT**

**CONTRACTOR's NAME -**

**TN CONTRACTOR's LICENSE NUMBER -**

Following the receipt of responses, your proposal will be thoroughly evaluated and your firm may be invited to an oral interview. Following the interviews, the vendor will be selected.

Proposals should include contact information for at least **five (5)** customers served by proposer that have systems similar to that being proposed to NU.

NEWPORT  
UTILITIES  
HERBICIDE SPRAY  
REQUIREMENTS &  
STANDARDS

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## **PART 1      GENERAL**

### **1.1    Objectives**

Newport Utilities (NU) Vegetation Management (VM) program actively manages vegetation contained within rights-of-way that may come in contact with high voltage power lines and/or other infrastructure equipment to:

- A.    Ensure safety to people, pets and property;
- B.    Ensure reliable electricity to customers;
- C.    Maintain accessible power line rights-of-way;
- D.    Provide and/or enhance habitat for desirable vegetation and wildlife species.

### **1.2    Purpose**

The purpose of these specifications is to provide direction for the proper application of herbicides to woody vegetation, including trees, shrubs and vines, that may come in contact with power lines and other energized conductors located within NU power line rights-of-way, easements and pruning zones; additionally, for the creation and/or enhancement of habitat conducive to the natural cultivation of desirable herbaceous plant communities for aesthetics and wildlife benefit.

### **1.3    Safety**

- A.    ALL applicable safety requirements pertaining to the use and handling and the disposal of pesticides regarding vegetation management within public power utility power line rights-of-way addressed by *The American National Standards Institute (ANSI)*, *The American Public Power Association (APPA)*, *The Occupational Safety & Health Administration (OSHA)*, *The Environmental Protection Agency (EPA)*, *The Tennessee Department of Agriculture (TDA)* and *The Tennessee Department of Transportation (TDOT)* shall be followed by CONTRACTOR and CONTRACTOR's crews while performing the work.
- B.    ALL applications of chemicals shall be in accordance with manufacturer's application instructions listed on the Pesticide Label including the Material Safety Data Sheet (MSDS)/Safety Data Sheets (SDS).
- C.    CONTRACTOR shall ensure that all appropriate employees shall utilize Personal Protective Equipment (PPE) as required by Pesticide Label for any and all chemicals during mixing, application, storage, handling and transportation.
- D.    CONTRACTOR shall be solely responsible for the acquisition of all copies of safety materials of applicable requirements stated in 1.3A and 1.3B.
- E.    CONTRACTOR shall be solely responsible for all education of CONTRACTOR's applicable employees of applicable requirements stated in 1.3A and 1.3B.

#### 1.4 Environmental Impact

All work along streams, creeks, rivers and wetlands shall be performed in accordance with local, state and federal regulations and in compliance with Best Management Practices (BMPs). Crossing of streams, creeks, rivers and wetlands with vehicles or equipment must be avoided if there is a practical alternative that can be used. The crossing of streams, creeks, rivers and wetlands is allowable provided all federal, state and local regulatory requirements are met, all appropriate permits are obtained, and NU is notified prior to the crossing. CONTRACTOR is required to repair all disturbances or damages to streams, creeks, rivers and wetlands using BMPs approved by NU.

- A. Contractor shall comply with all applicable local, state, and federal environmental ordinances, laws, and regulations, including but not limited to Tennessee Contractor License, and TN Charter License.
- B. Contractor shall not use, store, or dispose of Hazardous Substances on NU property, easements, or rights-of-way or on the property of customers. "Hazardous Substances" shall be defined as set forth in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.
- C. Herbicides may be applied to NU rights-of-ways only to the extent approved by NU in strict accordance with label requirements and all provisions of local, state, and federal ordinances, laws, and regulations. No herbicides or pesticides shall be stored or disposed on NU property, easements, or rights-of-way or on the property of customers. All persons handling, mixing, or storing herbicides shall be properly licensed.
- D. Contractor shall be responsible for obtaining, maintaining, and complying with all necessary permits. NU will cooperate with Contractor in such permitting.

## PART 2 STANDARDS & SPECIFICATIONS

### 2.1 Scope of Services

- A. The VM Herbicide Spray program shall be organized into two major components: (A) **Bare ground Facility Treatment**, and (B) **Right-of-way Treatments**. Additional work may be requested by NU throughout the course of this contract period at negotiated compensation from CONTRACTOR and NU. NU does not guarantee any minimum amount of work.
1. **Bare ground Facility Treatment:** Application of bare ground herbicide for the control of ALL vegetation shall be applied to all NU substations. These herbicides shall provide full season control and be applied to the entire secured area of each substation extending to three (3) feet outside the fenced periphery. Treatments shall be from **May 1st through July 31<sup>st</sup>** of the calendar year. **NO BARE GROUND APPLICATION IN THIS BID**
  2. **Right-of-way Treatment:** Application of herbicides to control tree, shrub and woody vine species that may come in contact with power lines and other energized conductors located within NU power line rights-of-way. Application may be low volume or high volume as deemed necessary. Treatments shall be from **July 1st through October 15<sup>th</sup>** of the calendar year. Unless otherwise specified by discussion or conditions.
- B. ALL treatments shall be performed during normal NU business hours which are 7:00am - 5:00pm Monday through Friday. During extended daylight hours, the work may also be performed between 7:00am - 7:00pm. Nighttime or weekend work may be requested by NU, as necessary. Nighttime or weekend work shall not be permitted without the prior approval of NU. ALL treatments shall be completed by October 15<sup>th</sup>.
- C. The term of the Contract period shall be as per negotiated general contract for **Bare ground Treatment and Right-of-Way Treatment**.

### 2.2 Specific Work Conditions

- A. CONTRACTOR shall furnish all supervision, labor, tools, transportation, equipment, materials and chemicals necessary to apply herbicide, and/or other growth retardant as for the timely and accurate completion of the work as may be requested by NU or NU Project Representative.
- B. CONTRACTOR shall perform the required work in the most efficient and productive manner possible, in compliance with all applicable specifications of said work. This includes, but is not limited to, safety, work quality, debris disposal, and public relation specifications as set forth by NU or NU Project Representative.

- C. CONTRACTOR shall comply with ALL local, state and federal regulations pertaining to the work performed hereunder, including, but not limited to *The Environmental Protection Agency (EPA)*, *The Tennessee Department of Environment & Conservation (TDEC)*, *The Tennessee Department of Agriculture (TDA)*, *The Tennessee Department of Transportation (TDOT)* or other regulating authority.
- D. CONTRACTOR shall have in their possession at all times, copies of the pesticide labels and MSDS/SDS of all chemicals being used.
- E. CONTRACTOR shall comply with the posting of required notices to their employees and all that applies, under all foregoing laws, rules and regulations.
- F. CONTRACTOR shall indemnify and hold harmless NU and all/any NU Project Representative(s) for the failure, omission, or neglect of the CONTRACTOR to perform any covenants, acts, matters or things by the Contract Agreement undertaken. CONTRACTOR shall indemnify and save harmless NU and all/any NU Project Representatives from and against any liability, injury claims, expenses, costs, attorney fees, judgments, demands or damage arising or resulting from CONTRACTOR's non-compliance, negligence with, or violation of any foregoing laws, rules or regulations.
- G. CONTRACTOR shall mix and apply all herbicides hereunder in accordance with the manufacturer's application instructions listed on the Pesticide Label, including the MSDS/SDS.
- H. CONTRACTOR shall complete ALL herbicide applications by the time frame specified by NU.
- I. CONTRACTOR shall perform all work to the complete satisfaction of NU or NU Project Representative and in accordance with all federal, state and local laws and regulations.
- J. NU shall furnish CONTRACTOR an electronic copy of the **Right-of-way Treatment** circuit maps for the work that is to be completed. Subsequent copies of maps are the sole responsibility and expense of CONTRACTOR.
- K. NU shall furnish CONTRACTOR with addresses of all NU substations for **Bare ground Facility Treatments**.
- L. ALL CONTRACTOR's employees shall be fully trained and knowledgeable about electric system function and components to perform accurate, effective, complete and safe herbicide applications. ALL CONTRACTOR's employees shall be fully trained, licensed and/or certified to perform the work prior to beginning work on the NU system.



- M. CONTRACTOR shall comply with all federal, state and local regulations regarding traffic control and pedestrian protection.
- N. CONTRACTOR does not represent NU or NU Project Representative(s) for any payment or benefit of any kind to any person.
- O. CONTRACTOR shall not assign any of its rights or duties, or sub-contract the whole or any part of the work to be performed hereunder, without the written consent of NU. Any attempt to assign the Contract Agreement without written consent of NU shall be considered void.
- P. This Contract Agreement shall continue to remain in force for the duration of the specified Contract period.
- Q. Should CONTRACTOR fail to carry out the work to the satisfaction of NU or NU Project Representative(s), or comply with any of the provisions of this Contract Agreement, NU may terminate this Contract Agreement upon twenty-four (24) hours written notice to CONTRACTOR.
- R. NU reserves the right to cancel this Contract Agreement completely or reduce/increase the amount of work described in this Contract Agreement. Notice for the reduction of workload or cancellation of this Contract Agreement will be in writing within a thirty (30) calendar day notice provided to CONTRACTOR.
- S. Any notice required hereunder or any notice shall be deemed given when deposited in the U.S. Mail, Certified Mail with adequate postage affixed thereto the address contained in this Contract Agreement.

### **2.3 Execution of Application**

- A. CONTRACTOR shall work out from the substation or “start point” and finish the work in accordance with specifications on a given circuit before starting work on another circuit unless otherwise instructed. CONTRACTOR shall keep maps and records current during progress of work by marking all completed areas, which may include spans, poles or other NU structures, as well as areas containing brush that could not be treated. Upon completion of all work located on a given circuit map, CONTRACTOR shall promptly return map to NU and/or NU Project Representative(s).
- B. CONTRACTOR shall maintain a daily log of pesticide applications along NU rights-of-way. CONTRACTOR shall record square footage estimates of all Bare ground Facility Treatments. CONTRACTOR shall make copies of their pesticide application records and submit those to NU Project Representative(s) when work is completed for each circuit or section of line. CONTRACTOR shall provide application records copies with map return (see 2.3A, 3.1A & B for required records keeping). Should CONTRACTOR fail to comply with providing NU accurate record copies, NU shall revoke and suspend CONTRACTOR’s future bidding privileges for all future NU contract work. The Commercial Applicator Tennessee Pesticide Recordkeeping Form #805 may be acquired by submitting your request to: The University of Tennessee, Pesticide Safety Education Program, 2431 Joe Johnson Drive, 205 PSD,

Knoxville, TN 37996-4560. It shall be the sole cost and responsibility of CONTRACTOR to acquire any and all required records keeping forms.

- C. CONTRACTOR shall advise NU daily of crew locations and anytime work stops prior to established quitting time. CONTRACTOR shall notify NU of work locations by 8:00am each morning. CONTRACTOR shall designate a supervisor(s) that shall be provided a cell phone by CONTRACTOR for rapid and effective communication between NU and/or NU Project Representative(s). The designated supervisor(s) shall be in contact with, and shall remain on working circuit while CONTRACTOR's crews are performing all work.
- D. CONTRACTOR shall leave all work sites in a clean and orderly condition.
- E. ALL herbicide applications are to be selective. That is, only those tree and shrub species capable of growing into conductors shall be treated along with woody vine species that may grow on poles or guys.
- F. **Bare ground Treatment** application for total vegetation control shall be made to the entire secured area extending outward to three (3) feet outside the fenced periphery, where applicable. With landscaping and landscaping vegetation taken into consideration.
- G. **Right-of-Way Treatment** application shall be full corridor width. The minimum distances are thirty (30) feet for single phase distribution, where applicable, thirty five (35) feet for three phase, where applicable, and fifty (50) feet for transmission lines (100' where paralleled), where applicable. For circuits identified as under-build to transmission lines, the full fifty (50) feet shall be treated. For areas where the right-of-way extends beyond the above distances application should be applied in attempt to maintain the current right-of-way boundary.
- H. The approved herbicide application methods include hack and squirt, and low volume foliar. Specific areas where NU is requesting hack and squirt application will be marked in circuit mapping and all other areas it is the CONTRACTOR's responsibility to employ the appropriate method of application for desired results without compromising the integrity of the landscape or damage to desirable vegetation for wildlife, while maintaining Best Management Practices (BMPs) in fulfilling the Contract Agreement.
- I. The approved herbicide, or tank, tank mixtures shall be Aquatic and pollinator friendly, including surfactant. A 4.5% solution of Rodeo, and/or Polaris is suggested. NU may approve the alternate use of **Garlon-Escort** mixtures when significant areas of pine species are encountered, however these sites must be pre-approved by NU or NU Project Representative(s). Alternate tank mixtures may be considered as current research and development science may improve. However, CONTRACTOR shall utilize the previously approved tank mixtures. CONTRACTOR shall accommodate NU with alternate mixtures upon request. All tank mixtures shall be mixed in accordance with Pesticide Label instructions for the application method that is selected and shall include all adjuvant.
- J. CONTRACTOR shall provide copies of all MSDS/SDS for ALL chemicals being applied during project.

- K. Herbicides shall be ONLY applied during approved weather conditions as identified on Pesticide Label of appropriate chemical.
- L. All applications shall be sensitive to environmental and aesthetic requirements, together with the adjacent land use of the site, sensitive crops, nearby residences, bodies of water, etc. Changing methods of application and/or herbicide mix may be required to meet the variety of conditions encountered. This shall be the responsibility of CONTRACTOR.
- M. **CONTRACTOR shall NOT apply pesticides directly or indirectly into bodies of water or wetlands so defined by the State of Tennessee. Defined buffer zones in these areas specifications shall be defined as follows:**

When foliar spraying, buffer zones shall be observed in appropriate instances to avoid non-target damage caused by drift, volatility or other unplanned herbicide movement, except that spraying may be performed near water using herbicides specifically labeled for use in aquatic areas. Where laws, regulations, product label, etc, define the presence and extent of buffer zones, these definitions must be followed to the extent stipulated. **The distances below are benchmarks set forth by NU and may be decreased where specific law, regulations and product labels stipulate.** It will be at the discretion of the applicator, not to exceed product labels, with the agreement of Newport Utilities to encroach on the set buffer distances where no damages to customer’s private property of the utility will be encountered. The buffers set for ponds, streams, etc, can be encroached by the CONTRACTOR as long as no direct or indirect damages to the body of water will be encountered. Buffers for crops can be encroached unless the crops are certified organic or are extremely sensitive to herbicides such as tobacco. Any ambiguity will be clarified by the CONTRACTOR and Newport Utilities representative. The only buffer not to be encroached will be the buffer pertaining to apiaries and active bee hives.

<i>Item Description</i>	<i>Buffer Zone Distance</i>
House	100 feet
Lakes, ponds, rivers, streams	50 feet
Barns	100 feet
Gardens (Vegetable & Flower)	100 feet
Farm Crops	100 feet
Tobacco	200 feet
Grape Arbors	100 feet
Apiary (Bee Hives)	100 feet

- N. Notification of landowner is required when property must be crossed or gates used. NU wishes to maintain good customer relations and CONTRACTOR’s ability to deal with NU’s customers has a direct impact upon those relations. Should NU or NU’s Project Representative(s) consider the action of CONTRACTOR’s employee(s) detrimental to customer relations, the employee(s) shall be removed upon NU request. The level of customer satisfaction shall be considered before any contract extension or future bidding on NU work.

- O. CONTRACTOR is not required to obtain consent prior to spraying in the Right-of-Way. If access cannot be obtained due to property owner objections, NU and/or NU's Project Representative shall be notified immediately. NU shall be made available all information pertaining to refusal or conflict prior, during, upon completion and thereafter in writing or electronic document. NU and/or NU's Project Representative will make every effort to resolve such refusals in a timely manner. If such refusals are not resolved while CONTRACTOR is still working on the specific circuit involved, then CONTRACTOR shall not be held responsible for area to be treated. However, released responsibility shall solely be dependent on CONTRACTOR's Supervisor making the required notification concerning the initial refusal.
- P. CONTRACTOR shall notify resident bee keepers of scheduled treatment application as per state requirement (*Tennessee Department of Agriculture 0080-6-14-10*). Known bee keepers:
- Stranges Honey Farm LLC  
245 S Hwy 107  
Del Rio, Tn. 37727  
Cocke Count Tennessee Deed Book  
Base of this operation located on property  
Map 068, Parcel 031.00  
All hives are not specific to this property.
- Total number of Bee keepers in the areas to be treated under this bid may not be limited to this list.
- Q. A ninety-five percent (95%) control level shall be achieved. If the required level of control is not achieved in one growing season following application, CONTRACTOR shall re-treat the areas in question at their own expense. This includes labor, labor overheads, equipment and materials. For the purpose of determining percent control, the base unit of measure shall be one span. Any span where ninety-five percent (95%) control is not obtained, re-treatment shall be required. Bare ground Treatment control level shall be 100% and maintained throughout the growing season.
- R. Only those herbicides and methods approved by TDOT shall be utilized on rights-of-way controlled by TDOT.
- S. CONTRACTOR shall provide a secure storage area for herbicide products being applied. This storage facility shall comply with all federal, state and local regulatory requirements. The price and acquisition of said facilities are at the sole responsibility and cost of CONTRACTOR.
- T. CONTRACTOR shall not leave NU system without the expressed written consent of NU until the work is satisfactorily completed.
- U. The herbicide application shall be made from **August 1 through October 15th** for **Right-of-Way Treatments, unless otherwise specified**, and from **May 1 through July 31** for **Bare ground Facility Treatments**. ALL herbicide application shall be completed by October 15th.

## **PART 3. BUSINESS ADMINISTRATION**

### **3.1 Reporting**

- A. CONTRACTOR shall provide to NU, on a weekly basis, a report containing the following information:
  - 1. Circuit(s) currently working
  - 2. Mixed gallons of herbicide applied that week by circuit
  - 3. The number of spans treated by circuit, with acreage approximation
  - 4. Percentage completion of circuit that week and overall
  
- B. CONTRACTOR shall also maintain a daily log of the weather conditions by work site and shall maintain such records required by federal, state and local regulating authorities. CONTRACTOR shall also provide copies of such log on a weekly basis to NU.

### **3.2 Insurance Requirements**

- A. Before commencing the work, CONTRACTOR shall procure and maintain at its own expense during the entire term of this Contract the following insurance:
  - 1. Worker's Compensation and Employer's Liability for every worker employed in connection with the work under the Contract and provided for in each and every statute applicable to Worker's Compensation. The Employer's Liability limit shall be as required by CONTRACTOR's excess liability insurance carrier for the maintenance of coverage.
  
  - 2. Comprehensive or Commercial General Liability including insurance covering work under the Contract with the total coverage limits as follows:

The limits provided for Bodily Injury, Property Damage, Personal Injury arising out of Premises & Operations or Products & Completed Operations shall be \$1,000,000 per occurrence and shall be unimpaired as respects any aggregate limits that may apply to the insurance policy. The Employer's Liability Limit shall also be unimpaired. The following coverage shall also be provided:

    - (a) Standard contractual liability to cover the liability assumed by CONTRACTOR under Contract.
  
    - (b) Broad Form Property Damage or equivalent including completed operations.
  
    - (c) Explosions, collapses and underground damage coverage.
  
    - (d) Watercraft Liability if the use of watercraft is contemplated in the performance of the Work under Contract.

3. Commercial and Business Automobile Liability for all owned, non-owned, rented, borrowed or hired automobiles or mobile equipment to be used by CONTRACTOR in the performance of the work with total coverage limits of \$1,000,000 combined Single Limit, to respond to bodily injury and/or property damage.
4. If crane(s) are to be used by CONTRACTOR, CONTRACTOR must have proof of CONTRACTOR Installation Floater.
5. Special policy limits and coverage (if any) shall apply by attaching Schedule (A), "Schedule of Additional Insurance Requirements" contained in "Contractor Bid Packet."
6. NU shall be named as an additional insured regarding Commercial General Liability, Business Automobile Liability and Umbrella Liability and all insurance policies required hereunder with the exception of Worker's Compensation. At all times CONTRACTOR shall provide NU insurance certificates showing that all insurance policies required hereunder are in full force and effect. All insurance policies and certificates shall provide that no less than 30 days notice shall be given to NU before such policy can be cancelled or materially changed. Any "endeavor to" language will be deleted from the required insurance certificates.
7. All insurance policies herein required of CONTRACTOR shall be written by a company approved and authorized to do business in the State of Tennessee and shall be subject to a Best's rating of not less than A-, vii, unless otherwise approved by NU in writing. All policies of insurance referred to herein shall be written on an occurrence basis unless otherwise upon by written agreement by NU.
8. Identify all claims asserted against Bidder's firm or its employees during the past five years alleging that Bidder has breached any contract obligation or has failed to perform satisfactorily any contract obligation.
9. Provide the most recent audited financial statement of your company.
10. Provide EMR documentation from your insurance carrier.
11. Provide OSHA 300 logs for the past 3 years.
12. Provide accident/incident investigation procedures.
13. Furnish a State 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.
14. Furnish a State of Tennessee Charter License with the required endorsements.
15. CONTRACTOR has agreed with the immigrant labor provisions of all applicable laws, including Tennessee Code Annotated, Section 12-4-124. Accordingly,

CONTRACTOR agrees that it will not knowingly utilize the services of illegal immigrants.

### **3.3 Payment and Performance Bond Requirements**

CONTRACTOR shall provide a performance bond in the amount of the bid price plus ten percent (10%) for awarded contracts that exceed ten thousand dollars (\$10,000) to NU before the work shall commence. Awarded contracts less than ten thousand dollars (\$10,000) shall not require a performance bond. CONTRACTORS awarded multiple circuits shall provide individual performance bonds for each awarded circuit. Each performance bond shall be in force until the satisfactory completion and/or the term of Contract period of contracted work.

- A. The following securities or cash may be substituted at the percentage rate required for bond; they are:
1. United States treasury bonds, United States treasury notes, United States treasury bills;
  2. General obligation bonds of the State of Tennessee;
  3. Certificates of deposit or other deposits irrevocably pledge from a state or national bank having its principle office in Tennessee or a state or federal savings and loan association having its principle office in Tennessee;
  4. A letter of credit from a state or national bank having its principle office and/or reliable branches in Tennessee. The terms and conditions of any letter of credit shall be subject to approval of NU. All letters of credit shall be accompanied by an authorization of the CONTRACTOR to deliver funds to the bank issuing the letter, or;
  5. Cash; cash to be deposited into a non-interest bearing account for the Contract period.

### 3.4 Billing and Payment Requirements

Payment for work performed shall be billed and submitted monthly by CONTRACTOR. CONTRACTORS awarded multiple circuits shall submit separate billings for each working circuit. Payment from NU will be made weekly. Itemized billings shall be submitted to NU for review a minimum of fifteen (15) working days prior to the due date. Billings submitted for review may be submitted electronically ([jwoods@newportutilities.com](mailto:jwoods@newportutilities.com)) however, all billings for payment must be submitted as hard copies.

- A. CONTRACTOR shall invoice NU for any hourly work performed in full accordance to above.
- B. Payment for lump sum work performed shall be billed by CONTRACTOR as percent completed work corresponding to bid amount. Percentage billed shall be reflected on the submitted invoice from CONTRACTOR.

**ALL** invoiced billings shall be submitted to:

Newport Utilities  
P.O. Box 519  
Newport, TN 37821  
Attn. Marlon Hance  
Right-of-Way Supervisor



ITEM #	WO# SUBSTATION AND/OR SEGMENT	MILES	STATE ROUTE INVOLVED	BID FOR CHEMICAL VEGETATION MANAGEMENT
1	WO-420204005S (New Cave Church Road)	3.55		
2	WO-420204006S (Raines Road)	3.00		
3	WO-420204007S (Banks Road)	0.40		
4	WO-420204008S (Hwy 160 Part 2 & Pixie Way)	5.75	Hwy 160	
5	WO-420204009S (Dew Drop Way)	0.55	Hwy 321	
6	WO-420204010S (Gopher Way)	0.28		
7	WO-420204011S (Thurman Road)	0.48		
8	WO-420204012S (Blue Mill, Norwood Town, Round Mountain)	9.59 0.92 (Hack & Squirt) Total: 10.51		
9	WO-420204013S (Smelcer and Lottis Road)	13.13		
10	WO-420194001S (Middle Creek Road)	4.52		
11	WO-420194007S (Wilton Springs 3 Phase & Hartford Road)	10.49	Hwy 321	
12	WO-420194018S (Woodland Way & Maple Lane)	2.16		
13	WO-420194022S (Towers on 25E)	0.33		
14	WO-420194026S (Woody Road)	0.46		
15	WO-420194027S (Bybee, Holt Town, Mellow, and Horner Roads)	8.79		
16	WO-420194028S (Good Hope, Fairfax, and Carpenter Roads)	12.75		
17	WO-420184047S (Green Corner Road)	4.83		
18	WO-420199011S (Hwy 321 to Turner Garage)	0.52	Hwy 321	
19	WO-420204014S (Rocky Top)	1.48		
20	WO-420204015S (Hartsell, Bat Harbor, Crum Hollow Roads)	3.84		
21	WO-420204016S (Patience Way & Legg Road)	1.44		
22	WO-420204019S (Advanced Auto, Memorial Baptist Church)	0.11		
23	WO-420204025S (Padgett Mill, Roy Road)	2.46		

24	WO-420204026S (Pinnacles, 1 Phase English Mtn)	4.95		
25	WO-420204027S (Pheasant, Peacock Way)	1.25		
26	WO-420204028S (Chicken Hollow, Hall's Cemetery)	3.46		
27	WO-420204029S (Happy Hollow, 1044 S Hwy 340)	0.40	S Hwy 340	
28	WO-420204030S (Hall's Top)	2.18 0.13 (Hack & Squirt) Total: 2.31		
29	WO-420204035S (25/70 E & Partial 340 S to 107)	11.60	E 25/70, S 340, 107	
30	WO-420204036S (Holt Town Road & Hwy 160 Part 1)	12.93	Hwy 160	
31	WO-420204037S (Point Pleasant, Fowler's Ridge, Old Solomon Ferry)	16.10		
32	WO-420204038S (Primary to District)	1.39 (Parallel)		
33	WO-420204039S (Primary to West)	4.53		
34	WO-420204041S (St. Tide Hollow)	6.75		
35	WO-420204042S (Fowler's Grove, Palmer Hollow)	11.61		
36	WO-420204043S (Bruner Grove)	3.76		
37	WO-420204045S (Phillips Hollow Road)	6.60		
38	WO-420204046S (Baysinger Road)	8.18		
	TOTAL MILEAGE	187.65		



## NON-EXCLUSIVE HERBACIDE SPRAYING AND VEGETATION MANAGEMENT CONTRACT

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ between, Newport Utilities, party of the first part, hereinafter called "NU" and \_\_\_\_\_, having its principal offices at \_\_\_\_\_, \_\_\_\_\_, and registered to do business in the State of Tennessee, party of the second part, hereinafter called "CONTRACTOR".

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

1. CONTRACTOR agrees to furnish all supervision, labor, tools, transportation, equipment, and materials necessary to chemically treat brush and undergrowth on NU's right of ways, and to dispose of the debris resulting from such work, as directed by NU.
2. CONTRACTOR agrees to secure all permits and licenses of a temporary nature necessary for the prosecution of the work to be performed hereinafter and to pay all charges and fees required for such permits and licenses.
3. CONTRACTOR agrees to perform all work to the complete satisfaction of NU and in accordance with all municipal, county, state and other local laws, ordinances, and regulations applicable to said work.
  - A. Materials and methods to be used for all chemical treatment work shall follow **NU's Herbicide Spray Requirements and Standards per specifications contained in the bid document**. CONTRACTOR shall have the right to omit any portion of a line, when in its opinion, damage to crops, orchards, or ornamental plantings is likely to result. All such omissions shall be reported to NU, and no further action shall be taken except upon mutual agreement of the parties hereto.
4. CONTRACTOR agrees that its personnel and equipment shall meet requirements of NU, and all work shall be done, and all complaints handled by CONTRACTOR with due regard for NU's public relations.
5. CONTRACTOR agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention and that all efforts shall be made

to effect a prompt adjustment. All complaints, and any action taken by CONTRACTOR in connection with such complaints, shall be reported to NU.

A. It is understood that CONTRACTOR does not represent NU and has no authority to obligate NU for any payment or benefit of any kind to any person.

6. CONTRACTOR agrees to abide by all laws pertaining to traffic control by keeping the necessary guards and protective devices at locations where work is being performed to prevent accidents or damage to the property of NU or the public.
7. CONTRACTOR agrees to secure from NU information as to the nature of the circuits involved in all cases before work is commenced. It is understood by and between the parties that the electric circuits of NU are to continue in normal operation during work, and the CONTRACTOR is to provide and use all protective equipment necessary for the protection of CONTRACTOR'S employees and to guard against interfering with the normal operation of said circuits.
8. CONTRACTOR agrees to indemnify, save harmless, and defend NU, and or the City of Newport, Tennessee, their agents, officers, servants, employees and insurers from and against any and all liability for loss, damage, or expense which NU may suffer or for which NU may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of CONTRACTOR or any of its representatives or employees in the execution of the work to be performed thereunder.
9. CONTRACTOR shall maintain throughout the term of this Contract statutory worker's compensation insurance and policies of liability insurance covering the risk assumed in performance of work under this Contract. General liability insurance shall be maintained during the term of this Contract and shall have minimum policy limits of \$1,000,000 for personal injury to or death of any one person, and \$2,000,000 aggregate for any one accident. Vehicle insurances limits shall be \$1,000,000 each occurrence and aggregate \$1,000,000. The general liability and vehicle insurance shall have minimum policy limits at \$1,000,000 for property damage. NU shall be listed as an additional insured under all such policies.
10. CONTRACTOR agrees to furnish to NU, or its representative, carefully prepared daily time sheets showing the nature, amount and location of work performed, together with the number of man hours and equipment hours involved, the quantities of material used, the number of acres or spans cut or chemically treated, and other pertinent information which may from time to time, be requested by NU.
11. CONTRACTOR agrees to submit to NU itemized invoices based upon the information contained in the daily time sheets and prepared in accordance with the schedules setting forth rates for each labor, material, and equipment as set forth in this contract.
  - A. NU agrees to pay monthly for the work provided herein to be done and

materials and equipment provided herein to be sued in accordance with the rate schedule(s). Invoices received by NU shall be paid as soon as it has had a reasonable opportunity to satisfy itself that the work covered by such invoices has been performed in accordance with the terms of this agreement.

12. This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.
13. This agreement is not intended to constitute an agreement of hiring under the provisions of any workmen's compensation or unemployment compensation law, and old age benefit law, or any similar law, and it shall not be so construed. CONTRACTOR agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the Federal and/or State Government which are measured by remuneration paid to CONTRACTOR'S employees.
14. This agreement shall continue to remain in force \_\_\_\_\_ but may be terminated for any reason by either party upon sixty (60) days written notice to the other party.
  - A. Should CONTRACTOR fail to carry out the work to the satisfaction of NU, or to comply with any of the provisions of this agreement, NU may terminate this Contract upon twenty-four (24) hours written notice to CONTRACTOR.
15. The provisions of this agreement shall apply only to any work specifically requested from time to time by NU.

In witness whereof, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized the day and year first above written.

\_\_\_\_\_  
(Company Name) BY: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Company Address) \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name) BY: \_\_\_\_\_  
(Authorized Representative)

BY: \_\_\_\_\_  
(NU Authorized Representative)

**BID RESPONSE FORM AND PROPOSAL  
FOR NON-EXCLUSIVE CONTRACT HERBICIDE  
SPRAYING AND VEGETATION MANAGEMENT**

Name of Bidder: \_\_\_\_\_

Full Address of Bidder (Street, P.O. Box, City, State, Zip):

\_\_\_\_\_  
\_\_\_\_\_

Form of Business Organization (Proprietorship, Partnership, Corporation): \_\_\_\_\_

If Incorporated or a Limited Liability Company, State of Formation: \_\_\_\_\_

If Partnership, Full Names of all Partners: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If Proprietorship, Full Name of Owner: \_\_\_\_\_

Bidder's Phone Number: \_\_\_\_\_

Bidder's Fax Number: \_\_\_\_\_

Bidder's Federal Tax I.D. Number: \_\_\_\_\_

Bidder's Tennessee State CONTRACTOR's Number and Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder's Authorized Representative Completing Bid: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Handwritten Initials of Authorized Bidder: \_\_\_\_\_

Name of Bidder's Primary Contact: \_\_\_\_\_

Title of Bidder's Primary Contact: \_\_\_\_\_

Phone Number of Bidder's Primary Contact: \_\_\_\_\_

**BID RESPONSE FORM AND PROPOSAL  
FOR NON-EXCLUSIVE  
CONTRACT HERBICIDE  
SPRAYING AND VEGETATION  
MANAGEMENT**

**BIDDER:** \_\_\_\_\_

**AGREEMENT TO CONTRACT AND SPECIFICATION TERMS**

1. INITIAL ONE OPTION:

- \_\_\_\_\_ A. Bidder agrees to all terms of the Bid Specifications.
- \_\_\_\_\_ B. Bidder objects to one or more terms of the Bid Specifications and has attached a full explanation of such objection(s).

2. INITIAL ALL VALID OPTION(S):

- \_\_\_\_\_ A. Bidder agrees to all terms of the Contract form attached to the Bid Specifications.
- \_\_\_\_\_ B. Bidder objects to one or more terms of the Contract form attached to the Bid Specifications and has attached a full explanation of such objection(s) and offered alternative language.

Bidder:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Attested By:

\_\_\_\_\_

Title:

\_\_\_\_\_