



REQUEST FOR PROPOSALS
NON-EXCLUSIVE CONTRACT TREE TRIMMING
AND
RIGHT-OF-WAY CLEARING BID NUMBER: 032025-02

Bid Opening: May 13 @ 2:00 PM

Newport Utilities (NU) is seeking proposals for contract tree trimming and right-of-way vegetation maintenance. Details are provided on attached **Document 1**.

One (1) copy of your sealed response must be submitted electronically to the link below:

Newport Utilities - Bid Opportunities and RFPs | BidNet Direct

(<https://www.bidnetdirect.com/tennessee/newportutilities>)

To submit a bid, you must register as a vendor on the link above. Below are instructions being how to register as a vendor for free:

- Newport Utilities utilizes this procurement system to post all solicitation opportunities. We welcome all vendors to register to the Tennessee Purchasing Group. There is **NO CHARGE** to register, simply follow the registration path and select the "Limited" package, select "Tennessee" for your state, enter your information, toggle the advertising option to OFF, and select "Finalize the registration". You will receive notifications of matching solicitations and addenda even when selecting the Free, Limited Access package. To receive notifications from other Purchasing Groups or Statewide notifications, select one of the other registration options. Call the BidNet Support Team at 800-835-4603, option 2 for assistance
- Following the receipt of responses which shall be labeled "Contract Tree Trimming" due no later than 2:00 pm, May 13, 2025 (local time), your proposal will be thoroughly evaluated and awarded thereafter.

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.

This contract will allow for a 30-day transition period after award of contract. Pending Board approval in May 2025 & Budget approval in June 2025, **contract will commence July 1, 2025 or as soon as possible thereafter.**

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 posted on Bidnet for everyone to see the questions and answers.

TO: John Johnson

TITLE: Purchasing, Logistics, & Fleet Manager

Email: jjohnson@newportutilities.com

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

PAYMENT METHOD/TERMS

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

DOCUMENT 1
NEWPORT UTILITIES BID SPECIFICATIONS
FOR
NON-EXCLUSIVE CONTRACT TREE TRIMMING
AND
RIGHT-OF-WAY VEGETATION MANAGEMENT

These Specifications for Line Clearance and Right-of-Way Vegetation Management ("Specifications") shall apply to all parts of the work ("Work") performed by the Contractor and Contractor Personnel, hence referred to as CONTRACTOR, and are included as part of the Contract for Line Clearing and Right-of-Way Maintenance ("Contract") with Newport Utilities. All references to Newport Utilities shall be deemed references to "NU", acting through its General Manager or his/her designated representative. Nothing in these Specifications shall supersede any local, state, or federal ordinances, laws, or regulations. In the event of any question concerning the interpretation of these Specifications, the determination of NU shall be final and conclusive. In the event of any conflict between the Specifications and the Contract as to the nature of the Work, the Specifications shall prevail. In the event of any other conflict between the Specifications and the Contract, the Contract shall prevail.

1. BIDDERS QUALIFICATIONS

Bids will be accepted from established, qualified CONTRACTORS experienced in power line clearance, tree trimming, and vegetation management. Bidders must warrant in their bids that they are conscious of and understand the danger resulting from contacting or coming in close proximity to energized electrical circuits while performing the work required by the Contract, and Bidders shall in their bid include a statement by which they accept sole responsibility for so informing and training their employees.

Bidders must warrant that their equipment, facilities, manpower, and financial resources are sufficient to meet the requirements of the Contract on a timely basis.

2. INSTRUCTIONS TO BIDDER

Each Bidder shall submit a proposal utilizing the "**BID RESPONSE FORMS**", which contain: **Document 1, Document 1-1, and/or Document 2, Document 2-1, Exhibit 1-A, Attachment 1**, "NU CONTRACTOR Agreement OSHA 1910" and **Attachment 2**, "Newport Utilities CONTRACTOR Safety Document ", attached to this Specification. Each copy shall be signed and all copies shall be submitted to BidNet:

Contract Tree Trimming and Power Line Clearance, CONTRACTOR's

Name: _____ **Tennessee State CONTRACTOR's License No.:** _____.

The completed **BID RESPONSE FORM** documents of the successful Bidder will become **Exhibit 1-A** to the Contract between NU and the successful Bidder.

Other information supplied by the Bidder should be appended to Bidder's **BID RESPONSE FORMS**. All or a portion of the other information submitted by Bidder may be appended, at the option of NU, to the Contract as binding conditions or representations.

Bidder's proposal may not be withdrawn for ninety (90) days from the bid opening date, and may be accepted by NU at any time prior to that date.

- 2.1.** Each Bidder shall also attach to their proposal statements and/or information relative to the numbered criteria below. Each statement shall be a separate exhibit.
- 2.1.1. Provide a description of CONTRACTOR's ownership, legal form of organization, state of incorporation or organization, experience, manpower, and principal service area. The statement should describe the experience and technical competence of Bidder and its key personnel (managers and supervisors) who will be involved in this work.
- 2.1.2. Furnish a State of Tennessee CONTRACTOR's License as required by Tennessee Code Annotated, Section 62-6-101 ET SEQ, certifying that the CONTRACTOR is a licensed CONTRACTOR. List the expiration date, classification and monetary limit under which the work will be performed.
- 2.1.3. CONTRACTOR has agreed to comply 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 in the performance of the Work.
- 2.1.4. Furnish and maintain all necessary tools and equipment in good working order to provide a safe work environment at all times in compliance with all governing safety organizations.
- 2.1.5. Furnish evidence of all applicable insurance pursuant to the scope and magnitude.
- 2.1.6. Furnish one (1) copy of your written safety policy and associated work procedures. Include with this the frequency of your safety meetings, whether or not you have a full-time employee dedicated to employee safety (i.e., Safety Director) and describe your policy with regard to attendance at safety meetings (i.e., mandatory or voluntary participation). Please furnish one (1) set of the information provided to your employees during your most recent safety meeting.
- 2.1.7. Indicate whether or not your crew members are trained in current first aid practices and CPR in accordance with OSHA standards and state how often you "retrain" your employees in these skills.
- 2.1.8. Does your company participate in the Tennessee Drug Free Workplace Program? Does your company conduct random drug tests, in accordance with the FHW A 49CFR Part 382? Do you differentiate between "DOT" personnel, and "Safety Sensitive" personnel? Are your employees required to attend "drug-free" meetings or workshops? If so, how often? Please furnish one of the most recent documents provided to your employees with regard to the hazards of substance abuse.
- 2.1.9. Describe the formal training your company provides its line clearance tree trimmers and include with this submittal typical information given to apprentices or trainees. State how long your apprenticeship program takes to complete before an employee is classified as a qualified line clearance tree trimmer, as per OSHA requirements.
- 2.1.10. Provide a representative listing of at least **five (5)** utilities for which the CONTRACTOR has done a substantial amount of line clearance work. Please include the name, title, and phone number of the individual at each utility directly responsible for contract line clearance, and the dates during which the CONTRACTOR has worked for each utility.
- 2.1.11. 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.
- 2.1.12. Provide the most recent audited financial statement of your company.

- 2.2.** Bidder must express its agreement to all terms of the Contract on the **BID RESPONSE FORMS, Exhibit 1-A**, or describe specific exceptions referenced to specific numbered paragraphs. A failure of a Bidder to accept terms of the Contract deemed material by NU may disqualify the Bidder.
- 2.3.** Before submitting its bid, each Bidder must (a) examine the Contract documents thoroughly, (b) visit the system to familiarize itself with local conditions that may in any manner affect performance of the work, (c) familiarize itself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, and (d) undertake such further inquiries and examinations as the Bidder deems appropriate and desirable to permit it to prepare its bid. **A pre-bid conference will be held in NU's Auditorium located at 1419 West Highway 25-70, Newport, TN at 2:00 P.M. (local time) on Tuesday, April 1, 2025** to discuss NU's line clearance procedures. **Attendance is required either in-person or virtually.** The purpose of the pre-bid conference is to provide factual information in response to questions posed by Bidders. Nothing stated in the pre-bid conference or in any other communications with Bidders shall have the effect of modifying in any respect the provisions of this Specification, the requirements imposed upon Bidders, or the requirements of the Contract attached to this Specification.

Topic: Tree Trimming & Right-Of-Way Bid

Time: April 1, 2025 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89444304022?pwd=WK0TwNUXRNFxhSF8HOK3np06zafFu6.1>

Meeting ID: 894 4430 4022

Passcode: 502941

- 2.4.** Bidder must express its agreement to all terms of the Specifications on the **BID RESPONSE FORMS**, or describe specific exceptions referenced to specific numbered paragraphs of the Specifications. A failure of a Bidder to accept terms of the Specifications deemed material by NU may disqualify the Bidder.
- 2.5.** The name and title of each person signing any element of Bidder's proposal shall be typed or printed legibly below the signature.
- 2.6.** Bids by a partnership shall be signed in the name of the partnership by at least one of the general partners of the partnership.
- 2.7.** Bids by a corporation shall be signed in the name of the corporation by the president or other person authorized to bind the corporation, with the signature attested to by the secretary or by another officer of the corporation.
- 2.8. Proposals will be received through BidNet until Tuesday, May 13, 2025, at 2:00 p.m. (local time), after which they will be opened and read.** Bids received after that time will be returned to the bidder unopened. **No questions concerning the bids will be accepted after Thursday, May 8, 2025.** All responding Bidders will be notified after the bid evaluation is complete. NU reserves the right to reject any and all bids, the right to waive any and all informalities, and the right to disregard all nonconforming or conditional bids or counterproposals. NU shall be the sole arbiter of the conformity of bids to this Specification.
- 2.9.** Bidders warrant that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. CONTRACTOR will not discriminate against any employee or applicant because of disability, so long as an applicant with such disability is qualified for employment. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disability. Such action shall include, but not

be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 2.10.** Final selection will be based on such factors as NU in its sole discretion deems relevant, including, without limitation, rates, financial stability, a survey of referenced long-term customers of Bidder, and the overall quality of the equipment and organization proposed for this Contract.

3. SCOPE OF WORK

- 3.1.** The CONTRACTOR shall furnish all necessary and appropriate supervision, labor, equipment, tools, transportation, and other resources to trim and/or remove all trees and brush designated in the orders issued by NU to the CONTRACTOR; to perform other related utility forestry services including rights-of-way clearing, cleaning up and slash disposal; and to provide clearance from vegetation for the wires and conductors of NU in CONTRACTOR's designated service area. This work will be of good quality, free from faults and defects as called for in strict accordance with the Contract and Specifications. CONTRACTOR must have at least one Arboriculture Certified Arborist as an employee, not necessarily assigned to NU system work.
- 3.2.** All trimming/pruning and clearing shall comply with NU standards and specifications as put forth. CONTRACTOR's work shall be guaranteed for one (1) calendar year from the start of work on given circuit.
- 3.3.** In completing the Work hereunder, CONTRACTOR shall comply with all applicable commonly accepted industry regulations and laws, including but not limited to, *ANSI A-300*, *ANSI Z-133*, and *CFR 269.10*. If any provision of the Specifications conflicts with any of these laws and regulations, the laws and regulations shall prevail.

4. PERSONNEL QUALIFICATIONS AND TRAINING

- 4.1.** CONTRACTOR shall comply with all local, state, and federal regulations and all workers must have sufficient skill and experience to perform properly and safely the work assigned to them. NU shall have the right to require removal from responsibility for any work under the Contract, any employee of CONTRACTOR, or any approved subcontractor who, in the opinion of NU, does not perform his/her work in a proper, safe, and skillful manner or is disrespectful, intemperate, disorderly, or otherwise objectionable to NU.
- 4.2.** CONTRACTOR(S) shall complete preliminary safety orientation training before work may begin. CONTRACTOR(S) are required to sign and adhere to "NU CONTRACTOR Agreement OSHA 1910" (**Attachment 1**) and "Newport Utilities CONTRACTOR Safety Document" (**Attachment 2**). Failing to adhere to said documents will result in an immediate stop of all work until compliance with the safety requirements is met. Safety violations may also result in disciplinary action up to and including termination.
- 4.3.** CONTRACTOR shall supply NU proof of training as required by Arbor Day Foundation Tree Line Utility of all crews working on the NU system. The items of training shall include but not be limited to ANSI A300-Pruning Standards, ANSI Z133.1-Safety Standards and IVM Best Management Practices. Copies of employee sign-in sheet and topical agenda shall be sufficient to meet this requirement. Proof of training shall be required on a yearly basis and must be completed within the initial ninety (90) days of CONTRACTOR beginning work on the NU system. CONTRACTOR is responsible for the acquisition of all training materials necessary to fulfill this requirement.
- 4.4.** NU expects CONTRACTOR's work force to be fully trained and thoroughly familiar with all aspects of electrical utility tree trimming and lateral pruning before beginning work on NU system. CONTRACTOR shall present NU or NU's Project Representative with a detailed list of personnel by crew, by name, experience and identify specific training

they have received on electrical safety and lateral pruning upon request by NU or NU's Project Representative. As new personnel or crews are added, CONTRACTOR shall continue to follow these procedures.

- 4.5. At the request of NU or NU's Project Representative, CONTRACTOR shall immediately bring in an experienced trainer to eliminate any deficiencies that are noted in his crew operations. This could include but is not limited to training in lateral pruning and all aspects of utility tree trimming.
- 4.6. CONTRACTOR shall only assign Qualified Line Clearance Arborist or Line Clearance Arborist Trainee to perform line clearance work in accordance with ANSI Z133.1, 29CFR 1910.331-335, 29CFR1910.268 or 29CFR1910.269. Definitions of each are as follows:

Qualified Line Clearance Arborist

An individual who, through related training and on-the-job experience, is familiar with the equipment and hazards in line clearance and has demonstrated the ability to perform the special techniques involved.

Qualified Line Clearance Arborist Trainee

An individual undergoing line clearance training and who, in the course of such training, is familiar with the hazards and equipment involved in line clearance and has demonstrated ability in the performance of the special techniques involved. This individual shall be under the direct supervision of a Qualified Line Clearance Arborist.

5. EQUIPMENT

- 5.1. The CONTRACTOR's equipment shall be kept in neat appearance and in good operating condition at all times and shall comply with applicable local, state, and federal standards and regulations. All vehicles will be equipped with adequate first-aid and safety supplies and traffic control devices that comply with applicable safety standards. CONTRACTOR shall notify NU of any inoperable equipment and remove it from the job immediately for repair or replacement. If a significant piece of equipment is, in the judgment of NU, chronically inoperable, CONTRACTOR may be required to remove the crew using such equipment.
- 5.2. Equipment shall be removed from service for cleaning, maintenance, or repair, including, without limitation, washing and cleaning of vehicles; fueling of vehicles; oil or antifreeze changes; and changing of chipper or bush hog blades. CONTRACTOR shall routinely check for leaks (oil, gas, antifreeze, etc....) and immediately remove equipment from service for maintenance, or repair, if one is discovered and the spill must be cleaned up immediately.

6. WORKER AND VEHICLE IDENTIFICATION

- 6.1. The CONTRACTOR's employees shall at all times wear clothing, badges, or other apparatus, approved by NU, identifying them as employees of the CONTRACTOR. CONTRACTOR's employees shall identify themselves by name and position at any time requested by the public or an NU Representative. NU, at its own discretion, may furnish and require CONTRACTOR employees to wear, identification badges.
- 6.2. Each vehicle shall be marked with CONTRACTOR's insignia, name, and number designating it as property of the CONTRACTOR. NU, at its own discretion, may furnish and require the CONTRACTOR to display on their equipment signs identifying them as contracted to NU.

7. SAFETY SIGNS AND TRAFFIC CONTROL

- 7.1.** CONTRACTOR shall comply with all applicable laws, regulations, and standards describing traffic safety and control procedures and shall post appropriate signs, barricades, and flagmen to protect against dangers associated with CONTRACTOR's activities.

8. METHODS OF OPERATION

- 8.1.** CONTRACTOR shall utilize reasonable working hours when working around residences, churches, places of business, etc. CONTRACTOR shall apply to NU or NU's Project Representative in writing for approval to work outside of normal NU working times which are Monday – Friday 7:00am - 5:00pm or on NU designated holidays. Holidays observed by NU are: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Veterans Day, Christmas Eve, and Christmas Day.
- 8.2.** CONTRACTOR shall abide by all local ordinances regarding restrictions on working hours. This particularly includes to noise ordinances of respective cities within the NU system.
- 8.3.** CONTRACTOR shall provide to NU full information in advance as to its proposed approach to the work. NU may require CONTRACTOR to modify its approach to completion of the work, and CONTRACTOR shall promptly comply with such instructions. Neither compliance with such instructions nor failure of NU to issue such instructions shall relieve CONTRACTOR from its obligations under the Contract, including, without limitation, its obligations concerning safety, quality of work, and the rate of progress required by NU. CONTRACTOR alone shall be responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods

9. WORK MANAGEMENT AND SUPERVISION

- 9.1.** CONTRACTOR shall designate a duly authorized manager, superintendent, or Supervisor who shall be available during all periods of work undertaken by CONTRACTOR. The Supervisor shall be a fully qualified tree expert possessing the necessary certifications and license. The Supervisor shall be fully authorized to act for CONTRACTOR, to receive whatever instructions may be given by NU, and to cause compliance by all of CONTRACTOR's forces with such instructions.
- 9.2.** The Supervisor or his/her assistant shall be available by telephone, cellular phone, or a two-way radio during all periods of work undertaken by CONTRACTOR.
- 9.3.** The Supervisor shall update NU staff monthly (minimum) on area's that CONTRACTOR has worked with details on type and amount of work completed such that NU may maintain a mapping plan of tree trimming right of way (ROW) maintenance rotation.
- 9.4.** NU staff will direct and schedule all ROW maintenance and tree trimming areas with the Supervisor.

10. COMMUNICATION

- 10.1.** General Foremen and Supervisor are required to attend an orientation meeting with NU and/or NU's Project Representative before starting ANY work on the NU system. It shall be the responsibility of the General Foremen and/or Supervisor to provide training to all CONTRACTOR crews to ensure work is completed in compliance with NU contract specifications.
- 10.2.** Due to the limited cellular service available in certain areas, crews should be outfitted with a two-way radio capable of communicating on NU's radio frequency.

11. ENVIRONMENTAL COMPLIANCE; PERMITS

- 11.1.** CONTRACTOR shall comply with all applicable local, state, and federal environmental ordinances, laws, and regulations. 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.
- 11.2.** 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.
- 11.3.** Waste from clearance and chipping operations shall be transported and disposed of at locations in compliance with applicable ordinances, laws, and regulations.
- 11.4.** CONTRACTOR shall be responsible for obtaining, maintaining, and complying with all necessary permits. NU will cooperate with CONTRACTOR in such permitting.

12. PROPERTY OWNER NOTIFICATION AND CONSENT; EXTENT OF CLEARANCE

- 12.1.** For maintenance trimming, CONTRACTOR will contact and explain to property owners the type and extent of trimming needed on their property, or make arrangements for tree removal. For new construction and rebuilds engineered by NU, the engineer will contact property owner, however, it will still be the CONTRACTOR's responsibility to obtain permission for entry into property and to advise the owner(s) of any incomplete work on their property. The CONTRACTOR and his employees shall also be prepared to answer any customer questions as to the reasons for the type or extent of trimming or, to direct them to the proper person who can respond in a prompt manner.
- 12.2.** At all times, the CONTRACTOR and his employees shall make all efforts to complete tree trimming according to standard arboricultural practices as described in with Tree Line USA requirements as described in:
- "Pruning Trees Near Electrical Utility Lines: A Field Guide for Qualified Line- Clearance Workers" by Dr. Alex Shigo;
- "Best Management Practices-Utility Pruning of Trees" by The International Society of Arboriculture;
- ANSI A300 guidelines.
- 12.3.** Existing rights-of-way shall be cleared to the same width as the previous clearing or as listed in Section 13.2, whichever is greater, unless otherwise specified by NU. Special effort shall be made to regain and improve the quality of the clearance secured at the last trimming.

13. TREE TRIMMING SPECIFICATIONS

- 13.1.** Transmission Lines (69 kV +): All pruning within transmission line rights-of-way will require close coordination between CONTRACTOR and NU. Pruning of trees near transmission conductors may require the line to be de-energized. This will be coordinated between CONTRACTOR's Supervisor and NU Project Representative. Clearance of transmission lines is both weather and load dependent and may not be available upon request. Clearances should be requested a minimum of forty-eight (48) hours in advance of work. All overhanging limbs shall be removed. All brush and trees thirteen (13) inches or less in diameter, excluding landscape-quality and ornamental trees located in maintained property owner's yards, shall be removed from the right-of-way and all

brush chipped. Trees diameter is measured at a height of 4 ½ feet on the trunk of the tree (tree which fork below 4 ½ will be measured before the fork). Maintained yards/areas will be determined at the sole discretion of the NU Representative. All trees greater than thirteen (13) inches in diameter located in the right-of-way shall be removed only at the direction of NU or NU Project Representative and at the bid-submitted unit pricing. All side-pruning of trees shall be a minimum of twenty-five (25) feet from the energized conductor.

The transmission right-of-way shall be mechanically cleared (i.e. mowed) utilizing a mechanical equipment and/or hand-cutting from ground-to-sky a minimum of twenty-five (25) feet from the outer conductors unless otherwise noted on the map or drawing; or so directed by NU or NU Project Representative.

Mechanical equipment is not permitted in yards and other maintained landscaped areas. No mechanical brush removal shall be performed within a five (5) foot radius of poles, guys or structures; hand-cutting shall be required in these areas. CONTRACTOR shall not use mechanical equipment directly adjacent to streams, creeks, rivers or in wetlands. CONTRACTOR shall not remove low-growing varieties of brush (low-growing defined as “vegetation that is not expected to achieve a mature growth height within twenty-five [25] feet of the transmission conductor”) that are growing directly adjacent streams, creeks, rivers or in wetlands. CONTRACTOR shall notify NU or NU Project Representative to determine appropriate buffer zone in which to leave low-growing vegetation. Tall-growing vegetation (tall-growing defined as “vegetation that is expected to achieve a mature growth height within twenty-five [25] feet of a transmission conductor”) directly adjacent to streams, creeks, rivers or wetlands must be removed by hand cutting.

The leaving of any/all live vegetation within the transmission right-of-way shall be at the sole discretion of NU and/or NU Project Representative.

Where transmission lines have distribution lines under-build, CONTRACTOR shall also complete pruning for a minimum of fifteen (15) feet clearance for the under-build distribution conductors at the same time pruning for the minimum of twenty-five (25) feet clearance for the transmission line.

13.2. Distribution Lines (< 25kV): All distribution line rights-of-way shall be cleared at a minimum of fifteen (15) feet ground-to-sky from all energized conductors (including poles) to an appropriate growth lateral. Single-, two- and three-phase distribution lines are not permitted through trees. All over-hanging limbs shall be removed. Leaving over-hanging limbs will only be considered in certain safe conditions, but in no case will a clearance of less than fifteen (15) feet be allowed. All diseased, weak and dead limbs above all conductors shall be removed. The final decision regarding leaving over- hanging limbs will rest solely with NU or NU Project Representative.

Guy wires, including overhead guy wires and stub poles shall be cleared at a minimum of five (5) feet.

Where CONTRACTOR’s circuit contains distribution lines under-build (multiple circuits utilizing the same structures), CONTRACTOR shall also complete pruning for a minimum of fifteen (15) feet clearance for the under-build distribution at the same time pruning CONTRACTOR’s circuit.

Where CONTRACTOR’s circuit is identified as under-build to transmission lines, CONTRACTOR shall also complete pruning for a minimum of twenty-five (25) feet clearance for the existing transmission line at the same time pruning CONTRACTOR’s circuit.

In urban and developed areas, all trees species that will require pruning in future years thirteen (13) inches or less in diameter shall be removed from the right-of-way, with the exception of low-growing ornamental species (dogwoods, etc.). Landscape, orchard and ornamental trees shall only be removed at the direction of NU or NU Project Representative. In some cases, NU may have a customer agreement to leave tall-growing trees less than thirteen

(13) inches in diameter in the right-of-way. In these cases, all vegetation will be pruned for a minimum of fifteen (15) feet clearance to an appropriate lateral growth. All trees greater than thirteen (13) inches in diameter shall be removed only at the direction of NU or NU Project Representative and at the bid-submitted unit pricing.

In rural, remote and undeveloped areas, all woody vegetation shall be removed. CONTRACTOR may utilize mechanical equipment to clear the rural, remote and undeveloped rights-of-way. The full right-of-way (fifteen [15] from the outer conductors) shall be cleared. No mechanical brush removal shall be performed within a five (5) foot radius of poles, guys or structures; hand-cutting shall be required in these areas. All trees greater than thirteen (13) inches in diameter shall be removed only at the direction of NU or NU Project Representative and at the bid-submitted unit pricing.

Desirable woody vegetation (i.e., Mountain Laurel, Rhododendron, Flame Azalea, etc.) may be left at the sole discretion of the NU and/or NU Project Representative.

Construction

Minimum Clearance

Transmission Underbuilt (69 kV +)

25 feet either side of conductor

Three-Phase Primary (< 25kV)

15 feet either side of conductor

One-Phase Primary (< 25kV)

15 feet either side of conductor

- 13.3.** All tree removal will be performed in a safe and workmanlike manner, and in a compact time frame. If at all possible; the tree actual removal, brush chipping, debris disposal, wood bucking, and stump flushing will be performed in a single operation when required.

14. TREE PRUNING

- 14.1.** The following NU Vegetation Management practices are in accordance with Tree Line USA requirements as described in “Best Management Practices-Utility Pruning of Trees” and/or “Pruning Trees Near Electric Utility Lines: A Field Guide for Qualified Line- Clearance Workers” by Alex Shigo and ANSI A300 tree pruning standards. Specifically, the following practices shall be followed:

- 14.1.1.** Techniques consistent with the practices of natural, lateral and drop crotch shall be utilized. All limbs shall be pruned back to an appropriate lateral (“appropriate lateral” is defined as lateral growth that is at least 1/3 diameter of limb that is being removed). The lateral point shall be a minimum of fifteen (15) feet from all distribution lines and twenty-five (25) feet from transmission lines.
- 14.1.2.** Cuts are to be made to the main stem or to a branch, which is at least one-third (1/3) the diameter of the portion being removed. Cuts made back to “water sprouts” (small green twigs) are not acceptable. In no case shall deciduously tree limbs be stubbed off at the edge of the clearing limits. Wherever possible, all pruning cuts shall be made to direct future growth and sprouting away from the power lines and other NU equipment.
- 14.1.3.** All dead branches overhanging primary lines at any height shall be removed.

- 14.1.4. All branches overhanging primary lines outside of the minimum tree clearance shall be brought to the attention of NU or the NU Project Representative.
- 14.1.5. A minimum of cuts should be utilized to achieve required clearances.
- 14.1.6. Where practical, cuts should be primarily restricted to large diameter branches made well within the crown. Shaping through the use of many cuts of small diameter branches in the outer crown must be avoided.
- 14.1.7. Remove living branches by making cuts as close as possible to the branch collar. Remove dead branches by making cuts as close as possible to the living tissues that surround the dead branch at the base.
- 14.1.8. Precautions shall be taken to avoid stripping or the tearing of bark when cutting large diameter limbs.
- 14.1.9. Special effort shall be made to eliminate all tree parts and growth points beneath the power lines, and all weak, diseased and dead limbs above the power lines, which may fall or blow into them.
- 14.1.10. All hanging and severed limbs shall be removed from the trees. The branches, brush and debris resulting from the pruning activities shall be collected and disposed of during the same workday. The premises shall be left as neat as they were before the work started. If CONTRACTOR is unable to dispose of brush, wood, debris and litter that same workday, CONTRACTOR shall request approval from NU or NU Project Representative and notify customer(s), providing a date when worksite will be cleared. CONTRACTOR shall dispose of brush, wood, debris and litter before or by promised date. CONTRACTOR shall NOT leave or dispose of brush, wood, debris and litter in such a manner that would, or could potentially obstruct roadways, paths or waterways, except as may be required during emergencies. Any brush/woody debris left at/near job site shall be at the sole discretion of NU and/or NU Project Representative.
- 14.1.11. When pruning according to the contract specifications will require the removal of more than fifty percent (50%) of the tree's crown, CONTRACTOR shall notify NU or NU Project Representative before pruning. NU or NU Project Representative may negotiate tree removal (at the unit cost submitted in the Contract Documents) with the customer. Negotiation for tree removal is at the sole discretion of NU and if removal is not negotiated, CONTRACTOR shall prune the tree according to contract specifications.
- 14.1.12. Circuit pruning shall begin at the substation and proceed in a logical, orderly manner unless another starting point is identified by NU or CONTRACTOR requests permission to begin at another location. CONTRACTOR shall not skip around on the circuit area.

15. TREE, BRUSH AND VINE REMOVAL

- 15.1. All trees thirteen (13) inches or less in diameter that will require pruning in future years shall be removed from the right-of-way, with the exception of low-growing trees (i.e., dogwoods or ornamental trees) and landscape quality trees. Low-growing and landscape quality trees thirteen (13) inches or less in diameter, shall only be removed at the direction of NU or NU Project Representative.
- 15.2. All cutting for existing right-of-way clearing shall be as close to the ground as topography and soil type will allow, with a minimum remaining height of four (4) inches for brush stumps and six (6) inches for tree stumps unless otherwise specified by NU or NU Project Representative.
- 15.3. All hazardous trees (tall, dead, dying or leaning over primary power lines) located outside of the right-of-way and/or pruning zone shall be removed at the sole discretion of NU or NU Project Representative.

- 15.4.** All vines shall be cut at ground level and removed 4 feet up from the ground on all poles, guys, and structures. Cut vines left on equipment shall be ONLY at the discretion of NU or NU Project Representative.
- 15.5.** All trees thirteen (13) inches or less in diameter, shrubs and vines shall be cleared in a fifteen (15) foot radius from all poles and in a five (5) foot radius from all guys, overhead guy poles, and structures in non-residential regions of the right-of-way. Trees greater than thirteen (13) inches in diameter shall only be removed at the direction of NU or NU Project Representative at the submitted bid price. Clearance of trees, shrubs and vines around poles and guys in homeowner's yards shall only be performed at the direction of NU or NU Project Representative.
- 15.6.** Mowing is required in non-residential regions of transmission and distribution rights-of-way. CONTRACTOR shall utilize flail cutter ("bush-hog") or by hand cutting to accomplish mowing. All trees and other woody species thirteen (13) inches or less in diameter shall be removed, with the exception of landscape-quality and/or ornamental trees in maintained homeowner's yards. Mechanical equipment is not permitted in residential areas except at the sole discretion of NU or NU Project Representative. No mechanical brush removal shall be performed within a five (5) foot radius of poles, guys or structures; hand cutting shall be implemented in these areas. CONTRACTOR shall not use mechanical equipment directly adjacent to streams, creeks, rivers, lakes, ponds or wetlands and shall not remove low- growing varieties of brush that are growing along these waterways. CONTRACTOR must notify NU or NU Project Representative to determine an appropriate buffer zone in which to leave low-growing vegetation. Tall-growing vegetation directly adjacent streams, creeks, rivers, lakes, ponds and wetlands must be removed by hand cutting. CONTRACTOR shall ensure that all brush ridden down by mechanical equipment has been cut. When mechanical means are utilized, required follow-up by CONTRACTOR with chain saws and/or chemicals will be at the discretion of NU or NU Project Representative. Mechanical means shall not be used for side cutting of vegetation in right-of-way.

16. EVALUATIONS AND COMPLETION

- 16.1.** NU or NU's Project Representative will evaluate CONTRACTOR performance for each circuit at the conclusion of the work based on components such as pruning techniques, worksite cleanliness, quantity of work, quality of work, customer relations, responsiveness to problems and their resolution and effectiveness in completing work without rework. CONTRACTOR shall be provided with a copy of the evaluation report upon written request. CONTRACTOR performance evaluations shall be utilized concerning future vegetation management CONTRACTOR bids.
- 16.2.** All work performed by the CONTRACTOR will be subject to the inspection of NU's Representatives, and payment will be withheld for any work not complying with the prescribed plans and Specifications until deficiencies are corrected. CONTRACTOR shall correct any deficiencies (rework) of a completed circuit within thirty (30) business days upon notification from NU or NU Project Representative and shall notify NU or NU's Project Representative when rework is complete for auditing. If upon notification from CONTRACTOR, NU or NU's Project Representative determines that areas have still not been completed satisfactorily, NU may elect to utilize other resources, including but not limited to, securing another contractor to correct deficiencies and deduct cost from original CONTRACTOR's payment and/or performance bond. Non-compliance without satisfactory correction by original CONTRACTOR may result in the removal of CONTRACTOR's crews from the NU system, subsequent cancellation of the contract and bond reimbursement reduction as deemed appropriate. NU will use past CONTRACTOR performance in evaluating future CONTRACTOR bids.

17. CUSTOMER SERVICE/QUALITY CONTROL

- 17.1.** CONTRACTOR shall be solely responsible for prevention of damage from work undertaken pursuant to the Contract and for all injury, damage, or loss caused by CONTRACTOR's negligent or willful acts or omissions during performance of the work. All reasonable precautions shall be taken at all times to protect the work and to protect against injury, damage, or loss arising out of the work. NU reserves the right to specify additional actions to prevent injury, damage, or loss arising out of the work.
- 17.2.** CONTRACTOR shall, at its own expense, reimburse injured parties for all injury, damage or loss caused by CONTRACTOR's negligent or willful acts or omissions during performance of the work under this Contract.
- 17.3.** NU or NU's Project Representative shall maintain communication with CONTRACTOR General Foreman and/or Supervisor regarding identified agreements with customers regarding deviations of protocol of this contract.
- 17.4.** CONTRACTOR must ensure one person of each crew is fluent in English and he/she must be available at all times and at all worksites to courteously and adequately address any inquiries from the customer regarding vegetation management activities. This designated contact shall be alert and receptive to potential customer communication in addition to any duties so designated on the given crew.
- 17.5.** When work needs to be performed in backlots, the crew's customer contact is required to knock on the customer's door and notify them. If the customer is not at home, the crew may proceed with the work, however, trucks and other heavy equipment shall not be taken onto customer's properties without permission. CONTRACTOR shall utilize the right-of-way to gain access to all properties where practical. Any other access to the right-of-way shall be arranged between CONTRACTOR and respective property owner, including railroad and Tennessee Department of Transportation (TDOT) access. All fences must be maintained during the course of the work and all gates will be left as found (open/closed) while gaining access to the right-of-way.
- 17.6.** Brush, wood and debris shall be handled in such a manner as to avoid obstructing roads, paths or waterways, except as may be required during emergencies, as defined by NU or NU's Project Representative. All worksites shall be cleared daily and left free of brush, wood, debris and litter. It shall be the financial and physical responsibility of CONTRACTOR to daily dispose of all wood and wood products resulting from pruning and removal process. If for reasons beyond the control of CONTRACTOR, they find they are unable to remove brush, wood, debris and litter from customer(s) premises that day, CONTRACTOR shall request approval from NU or NU's Project Representative to remove debris at a later date and notify customer(s), providing a date of when the worksite will be cleared. If customer(s) is unavailable for such notification, CONTRACTOR shall notify NU and/or NU's Project Representative. Chips and/or other wood debris may be disposed of on-site upon property owner request AND notification of NU and/or NU's Project Representative.
- 17.7.** CONTRACTOR shall use extreme care when cutting brush or trees that are close to or touching power wires and shall prevent breaking the wire or slapping two wires together or in any other way disrupting service. If any damage to wires or interruption to service occurs, CONTRACTOR shall notify NU Operations Dispatcher or NU Project Representative immediately. If NU determines that the damage is the result of CONTRACTOR negligence, CONTRACTOR shall pay to repair the damage and all other losses associated with CONTRACTOR's actions including lost revenue if requested by NU. If other utility wires (i.e., telephone, cable television, etc.) are damaged or service disrupted due to CONTRACTOR activity within the right-of-way, CONTRACTOR is responsible for contacting the affected utility and restoring service to the customer.

- 17.8.** CONTRACTOR shall prevent damages to customer's properties by following proper procedures, including, but not limited to, the use of ropes when necessary to prevent limbs from falling and damaging service drops, landscaping, fences, outbuildings and other property, including lawns. If property damage occurs, CONTRACTOR shall notify NU or NU's Project Representative and customer(s), and provide a date for repairing the damage. If customer(s) is not available for notification, CONTRACTOR shall notify NU or NU's Project Representative to leave door hanger with precise date for repair of damages. CONTRACTOR is responsible for all property damage liability incurred during the work indemnifying and holding harmless NU and/or NU's employees and/or representatives. CONTRACTOR shall provide a copy of a written release form from affected customer ensuring repairs to damages have been properly rectified upon NU request.
- 17.9.** CONTRACTOR shall secure the maximum clearance with good economy, in compliance with Tree Line USA guidelines, and with due regard to the rights and interests of property owners and the public. When adequate clearance cannot be obtained because of property owner objections, NU and/or NU's Project Representative shall be notified immediately. Special effort shall be made to secure a minimal amount of temporary clearance. NU or NU's Project Representative will make every effort to resolve such refusals in a timely manner.
- 17.10.** NU reserves the right to have removed ANY/ALL CONTRACTOR employees that in the sole opinion of NU, may do harm to NU-Customer positive relations. NU expects CONTRACTOR to perform due diligence in regards to positive customer relations.

18. MINIMUM LABOR KNOWLEDGE AND SKILLS

- 18.1.** CONTRACTOR workers assigned to continued time and material work will meet the following minimum skills and abilities and possess a valid commercial driver license (CDL). In addition, CONTRACTOR workers shall be able to verbally communicate effectively with both co-workers and NU personnel.
- 18.2.** Groundman - The Groundman (or Laborer) position is the entry-level position for new workers in utility tree work.
- 18.2.1.** Groundmen shall be physically fit with good upper body strength relative to their body weight. Groundmen shall exhibit a desire to learn about the work and to progress in it and shall learn their position in three (3) to six (6) months.
- 18.2.2.** Groundmen shall demonstrate the following abilities, attained either by on-the-job training or CONTRACTOR employee training classes:
- 18.2.2.1.** Understand and explain kinds of electrical contact and how to work safely around electrical hazards
 - 18.2.2.2.** Set up appropriate vehicular and pedestrian traffic control at work areas
 - 18.2.2.3.** Safely operate and maintain hand tools such as bush hook, pole pruner, pole saw, hand saw, etc.
 - 18.2.2.4.** Safely operate and perform minor maintenance on a chain saw
 - 18.2.2.5.** Safely operate and feed a brush chipper
 - 18.2.2.6.** Rake and sweep work areas to satisfactory cleanliness
 - 18.2.2.7.** Tie and use the following knots:
 - Half hitches
 - Clove hitch

- Sheet bend
- 18.2.2.8. Lower limbs to the ground using a rope
- 18.2.2.9. Properly trim trees on services and secondaries from the ground or a ladder, under direction from a foreman or qualified line clearance tree trimmer
- 18.2.2.10. Assist the foreman, trimmers, and trainees in the performance of their duties

18.3. Apprentice Trimmer

- 18.3.1. The Apprentice Trimmer position is a training position for those employees wanting to gain the knowledge and skills necessary to enter a career as a tree trimmer. The new Apprentice Trimmer shall have satisfactorily mastered the laborer's skills while displaying a good work ethic and a desire to progress in the industry.
- 18.3.2. The Apprentice Trimmer shall demonstrate the ability to do all of the following:
 - 18.3.2.1. Safely use and maintain his/her personal climbing gear and hand tools;
 - 18.3.2.2. Climb trees to working heights and secure himself/herself with a taut-line hitch with little hesitancy;
 - 18.3.2.3. Tie and use the necessary knots including, but not limited to:
 - Taut-line hitch
 - Bowline
 - Running bowline
 - Double bowline
 - Figure eight knot
 - Timber hitch
 - Throwing knot (monkey's fist)
 - 18.3.2.4. Ability to identify and safely work around electrical facilities including, but not limited to:
 - Primary lines
 - Secondary lines
 - Phase and neutral conductors
 - Service drops
 - Street light circuits
 - Fuses
 - Transformers
 - Guys and anchors
 - Telephone lines
 - Cable TV lines
 - Identify and report pole numbers
 - 18.3.2.5. Perform all of the duties of a Groundman, as needed.
- 18.3.3. Each worker classified as an Apprentice Trimmer shall be provided the following personal gear, which shall be available to them at all times:
 - 18.3.3.1. One climbing saddle;
 - 18.3.3.2. One climbing rope, 1/2" by 120';

18.3.3.3. One handsaw and scabbard;

18.3.3.4. One pair climbing spurs;

18.3.3.5. One pole pruner.

18.3.4. No worker shall remain an Apprentice Trimmer for more than three years. If at the end of that period a worker classified as an Apprentice Trimmer is not able to successfully perform the requirement of a Trimmer; the worker will be removed from work under this Contract.

18.4. Trimmer

18.4.1. The Trimmer classification is for those workers who have mastered most of the skills required in the daily work of line clearance tree trimming and can complete their assigned tasks with a minimum of supervision.

18.4.2. A Trimmer shall have at least three (3) months of experience as an Apprentice Trimmer and shall demonstrate the ability to do all of the following:

18.4.2.1. Climb trees efficiently, with or without climbers, and trim trees to acceptable standards, considering tree species, the type of trimming required, and the hazards involved;

18.4.2.2. Use a power saw in a tree;

18.4.2.3. Safely and efficiently operate a lift truck and associated tools to trim and remove trees;

18.4.2.4. Make proper cuts and apply the different line clearance pruning methods according to ANSI A300 standards and NU Tree Trimming Policy;

18.4.2.5. Lower limbs with a rope and assistance from the ground;

18.4.2.6. Maintain all required hand tools;

18.4.2.7. Safely operate and maintain a gasoline powered chain saw;

18.4.2.8. Distinguish between ornamental and forest trees;

18.4.2.9. Perform all of the duties of a Groundman, as needed.

18.4.3. Each worker classified as a Trimmer shall be provided the following personal gear, which shall be available to them at all times:

18.4.3.1. One climbing saddle;

18.4.3.2. One climbing rope, 1/2" by 120';

18.4.3.3. One handsaw and scabbard;

18.4.3.4. One pair climbing spurs;

18.4.3.5. One pole pruner;

18.4.3.6. One small chain saw.

18.5. Crew Leader/Working Foreman

- 18.5.1. A working foreman shall have at least two years of experience as a Trimmer and shall demonstrate the ability to do all of the following:
 - 18.5.1.1. Instruct and supervise trimmers, trainees, and/or laborers assigned to his crew in the performance of their duties;
 - 18.5.1.2. Reliably identify and tag clearance points;
 - 18.5.1.3. Effectively contact and notify property owners of the extent and reason for line clearance trimming on their property;
 - 18.5.1.4. Exhibit a basic knowledge of tree structure, function, and growth;
 - 18.5.1.5. Identify the major tree species that exist in the Newport area as discussed in the Line Clearance Manual;
 - 18.5.1.6. Possess knowledge of ANSI A300 Trimming Standards and NU Tree Trimming Policy and an ability to apply them to the assigned work;
 - 18.5.1.7. Knowledge of local, state, and federal regulations pertaining to safety and traffic control at line clearing job sites;
 - 18.5.1.8. Perform the duties of a Trimmer, and Apprentice Trimmer;
- 18.5.2. A Working Foreman shall satisfactorily serve as a probationary period for no less than ninety (90) days prior to being permanently assigned as a Working Foreman for billing under the Contract. 3) Each worker classified as a Working Foreman shall be provided the following personal gear, which shall be available to them at all times:
 - 18.5.2.1. One climbing saddle;
 - 18.5.2.2. One climbing rope, 1/2" by 120';
 - 18.5.2.3. One handsaw and scabbard;
 - 18.5.2.4. One pair climbing spurs;
 - 18.5.2.5. One pole pruner;
 - 18.5.2.6. One small chain saw.

18.6. Tractor/Bush hog Operator

- 18.6.1. A tractor operator shall be able to safely and effectively operate and maintain a tractor/bush hog unit operating in brushy conditions on electric utility rights-of-way. A tractor operator shall demonstrate the ability to do all of the following:
 - 18.6.2. Safely drive and operate a tractor/bush hog in heavy brush and adverse terrain;
 - 18.6.3. Safely operate and perform minor maintenance on a chain saw;
 - 18.6.4. Read and understand appropriate maps and diagrams necessary to complete his assigned tasks;
 - 18.6.5. Professionally and effectively notify property owners of the extent and reason for brush control on their property;
 - 18.6.6. Accurately prepare time sheets and related reports;

18.6.7. Safely perform all of the duties of a tractor/bush hog helper and a laborer.

18.7. Supervisor

18.7.1. The Supervisor shall be the primary contact between NU and CONTRACTOR and the public and CONTRACTOR. Their highest priority will be attaining the maximum productivity from assigned crews while maintaining a high work quality and good public relations.

18.7.2. The Supervisor shall not fulfill the functions of mechanics, secretaries, or CONTRACTOR management, and NU shall not be billed for any time spent on such work.

18.7.3. NU will not be billed for the Supervisor when their crews are not actually working, unless NU representative has assigned them specific tasks.

18.7.4. Each Supervisor will be furnished with an appropriate pickup truck, billed to NU at CONTRACTOR's quoted rate, and a portable telephone paid for by CONTRACTOR.

18.7.5. A Supervisor shall perform the following duties:

18.7.5.1. Recruit, train, coordinate, and supervise the personnel for his assigned crews;

18.7.5.2. Negotiate the settlement of complaints for CONTRACTOR;

18.7.5.3. Possess a knowledge of the ANSI A300 Trimming Standards, ANSI Z133.1 American National Safety Standard for Tree Trimming Operations, and any other appropriate professional and safety standards;

18.7.5.4. Possess a valid Tennessee Commercial Pesticide Applicator Certification (Category 06), if required.

18.7.5.5. Instruct the crews assigned to him concerning all phases of line clearance tree trimming work.

19. PAYMENT & PERFORMANCE BOND REQUIREMENTS

19.1. 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. CONTRACTOR(S) 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 until the term end of Contract period of contracted work. **All performance bond documentation shall be submitted to NU within 30 days of signed Contract.**

19.1.1. The following securities or cash may be substituted at the percentage rate required for bond; they are:

19.1.1.1. United States treasury bonds, United States treasury notes, United States treasury bills;

19.1.1.2. General obligation bonds of the State of Tennessee;

19.1.1.3. Certificates of deposit or other deposits irrevocably pledged from a state or national bank having its principal office in Tennessee or a state or federal savings and loan association having its principal office in Tennessee;

19.1.1.4. A letter of credit from a state or national bank having its principal 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;

19.1.1.5. Cash; cash to be deposited into a non-interest-bearing account for the Contract period.

20. BILLING AND PAYMENT REQUIREMENTS

- 20.1.** Payment for work performed shall be billed and submitted monthly by CONTRACTOR. CONTRACTOR(S) awarded multiple circuits shall submit separate billings for each working circuit.
- 20.1.1. CONTRACTOR shall invoice NU for hourly and/or unit work performed in full according to above.
- 20.1.2. Payment for circuit work performed shall be billed by CONTRACTOR as mileage completed work corresponding to bid amount. Mileage billed shall be reflected on the submitted invoice from CONTRACTOR and should be billed on a monthly basis.
- 20.1.3. ALL invoiced billings shall be submitted to:

Newport Utilities
Attention: Accounts Payable
P. O. Box 519
Newport, TN 37822

And emailed to the following addresses:

Accounts Payable – AP@newportutilities.com
Jake Woods – jwoods@newportutilities.com
Marlon Hance – mhance@newportutilities.com
Curtis Williamson – cwilliamson@newportutilities.com

DOCUMENT 1-1
NON-EXCLUSIVE TREE TRIMMING AND RIGHT OF WAY CLEARING
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 trim and/or remove trees interfering with NU's lines, to cut and/or chemically treat brush and undergrowth on NU's rights of ways, and to dispose of the debris resulting from such work, as directed by NU, and in accordance with the bid specification (Document 1).
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.
 - A. CONTRACTOR agrees to obtain consent or permission for the necessary work from the property owner or public authorities having ownership or control over each tree to be trimmed or removed and/or all property to be cleared or sprayed. Permission for tree removals shall be obtained in writing. Whenever permission to do any work cannot be obtained, such work shall not be done, and all such omissions shall be reported to NU. No further action shall be taken in such cases except upon the mutual agreement of the parties hereto.
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. All work shall be performed in accordance with standards outlined in Document 1 for such work and in accordance with such of the following as may be applicable:
 - A. All tree trimming shall be done so as to obtain maximum clearance with due regard to current and future tree health and symmetry, and in conformity with permissions obtained. Wherever practicable and permissible, all dangerous overhanging limbs shall be removed.
 - B. Wherever practical and permissible, dead and defective trees and fast growing weed trees located so as to be a hazard to NU's lines shall be removed. All trees removed (except those removed in connection with right of way cutting) shall be cut flush with the ground line, unless otherwise specified by the

property owner or public officials.

C. All trees and brush removed in right of way cutting shall be cut to standards outline in Document 1. Logs shall be disposed of as designated in the Document 1.

4. CONTRACTOR agrees that its personnel and equipment shall meet requirements of Document 1, 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 affect 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 CONTRACTORS'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. This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.
11. 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.
12. 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.
13. 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)

BY: _____
(NU Authorized Representative)

Document 2

**NEWPORT UTILITIES
CIRCUIT CONTRACTOR
BID PACKAGE
2025**

INFORMATION FOR BIDDERS

Bids will be received for ROW maintenance and other vegetation management by Newport Utilities Board (NUB) until 2:00pm local time, on May 13, 2025 and then at said time publicly opened and read aloud. NUB reserves the right to reject any and/or all bids.

Bids will not be sent to or accepted from those contractors who do not meet the qualifications set forth by NUB.

Description of Work:

Contractor shall provide all supervision, labor, materials, equipment and incidentals as required to trim trees, remove trees, remove brush, vines, and other vegetation and provide other utility related forestry services as required for electric power line right-of-way clearing on the circuits listed and described on this bid form. The Contractor shall include all work incidental to the right-of-way clearing including but not limited to clean-up, traffic control (including flaggers), brush removal and repair of property damaged by Contractor's activities.

NUB's proposed schedule for this Project is as follows:

- A. Contractor invitation on March 18, 2025.
- B. Facilitate pre-bid meeting & circuit map pick up at 2:00pm on April 1, 2025 at NU Operations Center (Auditorium) located at 1419 West Highway 25-70, Newport, TN 37821. ***Attendance Required In-Person or Virtually***
<https://us02web.zoom.us/j/89444304022?pwd=WK0TwNUXRNFxhSF8HOK3npo6zafFu6.1>
- C. Questions due by May 8, 2025.
- D. Bid opening at 2:00pm on May 13, 2025 at NU Main Office (Board Room), 170 Cope Blvd, Newport TN 37821
- E. Notice of award after Board approval and bids are evaluated. Circuit trimming to commence on July 1, 2025.

Each Bid must be submitted to: <https://www.bidnetdirect.com/tennessee/newportutilities>

**Newport Utilities
Attention John Johnson
Circuit Bid 2025**

**Newport Utilities
Attention John Johnson
Circuit Bid 2025**

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CIRCUIT EXECUTION, DESCRIPTION AND BID SHEETS

- A. All circuits shall be trimmed, inspected, and invoiced before June 30th of their fiscal year. Contractor shall provide two (2) weeks' notices prior to the initiation of tree pruning activities on each circuit to enable NU to sufficiently notify customers in advance of start of the work. If the Contractor is awarded multiple circuits, NU or NU's Project Representative will provide the order in which the circuits shall be completed.
 - 1. Contractor(s) awarded multiple circuits shall not work each circuit simultaneously without first obtaining permission from NU Project Representative. Otherwise, upon satisfactory completion of each circuit, Contractor may progress to another circuit.
 - 2. Contractor(s) shall not begin work without NUB approval.
- B. Contractor shall provide due diligence regarding the completion of work on time specified. If Contractor will not be able to finish work on the time specified, Contractor shall provide a written request for consideration of extension to NU Project Representative. Consideration for extension shall be at the sole discretion of NU. NU shall not be considered mandated to grant extension request. Work not completed on time may be subject to \$500 per calendar day charges as liquidated damages for delay. Charges as liquidated damages for delay shall be administered at final billing for given work.

YEAR 1 (2025-2026) CIRCUIT LUMP SUM BIDS			
<i>CIRCUIT</i>	<i>MILEAGE</i>	<i>PER MILE BID IN \$ (ex: \$10,000 per mile)</i>	<i>PER MILE BID WRITTEN FORM (ex: Ten Thousand Dollars per mile)</i>
CO214	7.13		
CO224	37.00		
CO234	118.09		
CO244	71.93		
CO254	48.23		

YEAR 2 (2026-2027) CIRCUIT LUMP SUM BIDS			
<i>CIRCUIT</i>	<i>MILEAGE*</i>	<i>PER MILE BID IN \$ (ex: \$10,000 per mile)</i>	<i>PER MILE BID WRITTEN FORM (ex: Ten Thousand Dollars per mile)</i>
CH244	31.05		
DI394	29.40		
PR264	20.04		
WS214	59.69		
WS224	31.22		
WS234	34.76		
WS244	13.32		
WS264	17.62		
WT224	16.94		
DI224 (South)	22.10		
EP244	35.37		
WT214	14.83		

* Mileage is subject to change slightly per year due to new construction and line removal, new mileage will be submitted to the awarded contractor per year before trimming begins

YEAR 3 (2027-2028) CIRCUIT LUMP SUM BIDS			
<i>CIRCUIT</i>	<i>MILEAGE*</i>	<i>PER MILE BID IN \$ (ex: \$10,000 per mile)</i>	<i>PER MILE BID WRITTEN FORM (ex: Ten Thousand Dollars per mile)</i>
LH214	71.17		
LH274	86.89		
PR614	7.31		
PR624	11.08		
PR634	2.99		
PR644	4.64		
WT234	4.20		
WT244	7.07		
DI254	22.32		
EP274	26.63		

* Mileage is subject to change slightly per year due to new construction and line removal, new mileage will be submitted to the awarded contractor per year before trimming begins

YEAR 4 (2028-2029) CIRCUIT LUMP SUM BIDS			
CIRCUIT	MILEAGE*	PER MILE BID IN \$ (ex: \$10,000 per mile)	PER MILE BID WRITTEN FORM (ex: Ten Thousand Dollars per mile)
PV214	38.71		
PV224	80.52		
PV234	163.66		
PV244	37.15		

* Mileage is subject to change slightly per year due to new construction and line removal, new mileage will be submitted to the awarded contractor per year before trimming begins

COMPLETE LUMP SUM BID			
CIRCUIT	MILEAGE	PER MILE BID IN \$ (ex: \$10,000 per mile)	PER MILE BID WRITTEN FORM (ex: Ten Thousand Dollars per mile)
YEAR 1	282.38		
YEAR 2*	326.34		
YEAR 3*	329.47		
YEAR 4*	320.04		
ALL YEARS*	1258.23		

* Mileage is subject to change slightly per year due to new construction and line removal, new mileage will be submitted to the awarded contractor per year before trimming begins

MILEAGE REQUIREMENTS	
REQUIREMENTS	ACCEPTED AMOUNT (ex: 15 miles, 150 miles, any amount, etc.)
MINIMUM AMOUNT OF MILEAGE PER YEAR	
MAXIMUM AMOUNT OF MILEAGE PER YEAR	
COMMENTS:	

BUSINESS NAME OF BIDDER (PRINT) _____

NAME & TITLE OF BIDDER (PRINT) _____

AWARDED CIRCUIT CONTRACTORS / PRIORITY			
CIRCUIT	MILEAGE	DESIGNATED CONTRACTOR	PRIORITY LIST PER YEAR
CO214	7.13		
CO224	37.00		
CO234	118.09		
CO244	71.93		
CO254	48.23		
CH244	31.05		
DI394	29.40		
PR264	20.04		
WS214	59.69		
WS224	31.22		
WS234	34.76		
WS244	13.32		
WS264	17.62		
WT224	16.94		
DI224 (South)	22.10		
EP244	35.37		
WT214	14.83		
LH214	71.17		
LH274	86.89		
PR614	7.31		
PR624	11.08		
PR634	2.99		
PR644	4.64		
WT234	4.20		
WT244	7.07		
DI254	22.32		
EP274	26.63		
PV214	38.71		
PV224	80.52		
PV234	163.66		
PV244	37.15		
<i>Note: This table will be completed and agreed upon after the circuit bids have been approved by the Newport Utilities Board.</i>			

_____ BY: _____
 (Company Name) (Authorized Representative)

BY: _____
 (NU Authorized Representative)

AVAILABLE EQUIPMENT / MANPOWER

MANPOWER	Quantity
GROUNDSMAN	
TREE TRIMMER	
SUPERVISOR	
EQUIPMENT DESCRIPTION	Quantity
55 FT AERIAL LIFT UNIT	
70 FOOT AERIAL LIFT UNIT	
100 FOOT AERIAL LIFT UNIT	
CHIP TRUCK W/14.5 YD ³ COVERED DUMP BODY	
DRUM CHIPPER	
DISC CHIPPER	
PICK-UP TRUCK	
TRACTOR WITH BUSH-HOG	
CHAIN SAWS	
NUCKLE BOOM-GRAPPLE LOG TRUCK	
(Additional Equipment)	
(Additional Equipment)	
(Additional Equipment)	
(Additional Equipment)	
(Additional Equipment)	

UNIT PRICING BIDSHEET

DESCRIPTION OF WORK	13.1" - 16" DBH TREES	17" - 20" DBH TREES	21" + DBH TREES
1. PUT ON GROUND ONLY	\$	\$	\$
2. GRIND BRUSH/CUT & LEAVE WOOD	\$	\$	\$
3. TOTAL TREE REMOVAL	\$	\$	\$
4. TOTAL TREE REMOVAL & GRIND OUT STUMP	\$	\$	\$
5. GRIND OUT EXISTING STUMP	\$	\$	\$
6. OUTSIDE OF ROW: MAKE TREE SAFE (LEAVE ALL DEBRIS ON SITE)	\$	\$	\$
7. OUTSIDE OF ROW: MAKE TREE SAFE (GRIND BRUSH & LEAVE WOOD)	\$	\$	\$

NOTES:

1 – PUT ON GROUND ONLY denotes cutting an existing tree without any follow up work. These trees are to be left for the property owner to provide total cleanup.

2 – GRIND BRUSH/CUT & LEAVE WOOD denotes cutting an existing tree, grinding all brush and cutting up the wood into fire-log lengths (18" – 24") and leaving in pile for property owner disposal.

3 – TOTAL TREE REMOVAL denotes cutting an existing tree and removing all debris from worksite.

4 – TOTAL TREE REMOVAL & GRIND OUT STUMP denotes grinding the stump out in addition to removing all debris from worksite.

5 – GRIND OUT EXISTING STUMP denotes grinding out a stump from a previously removed tree.

6 – OUTSIDE OF ROW: MAKE TREE SAFE (LEAVE ALL DEBRIS ON SITE) denotes hazardous trees located outside of the defined right-of-way (Transmission 50' & Distribution 30'). All debris shall be left on site.

7 – OUTSIDE OF ROW: MAKE TREE SAFE (GRIND BRUSH & LEAVE WOOD) denotes hazardous trees located outside of the defined right-of-way (Transmission 50' & Distribution 30'). Brush shall be chipped and wood shall be cut in fire log lengths.

BUSINESS NAME OF BIDDER (PRINT) _____

NAME & TITLE OF BIDDER (PRINT) _____

DOCUMENT 2-1 NON-EXCLUSIVE TREE TRIMMING AND RIGHT OF WAY CLEARING

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 provide two (2) weeks' notices prior to the initiation of
tree pruning activities on each circuit to enable NU to sufficiently notify
customers in advance of start of the work.
2. CONTRACTOR agrees to the stipulations provided in this document on when
work may begin and when awarded multiple circuits.
3. CONTRACTOR agrees to \$500 per calendar day charge as liquidated damages
for delay unless extension is granted by NU or NU Representative. Charges as
liquidated damages for delay shall be administered at final billing for given
work.

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)

BY: _____
(NU Authorized Representative)

EXHIBIT 1

**BID RESPONSE FORM AND PROPOSAL
FOR NON-EXCLUSIVE CONTRACT TREE TRIMMING
AND RIGHT-OF-WAY CLEARING**

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: _____

**EXHIBIT 1-A
BID RESPONSE FORM AND PROPOSAL
FOR NON-EXCLUSIVE CONTRACT TREE TRIMMING
AND RIGHT-OF-WAY CLEARING**

BIDDER: _____

AGREEMENT TO CONTRACT AND SPECIFICATION TERMS

1. INITIAL ALL VALID OPTION(S):

- _____ A. Bidder agrees to all terms of the Bid Specifications, **Document 1**
- _____ B. Bidder agrees to all terms of the Bid Specifications, **Document 2**
- _____ D. Bidder objects to one or more terms of the Bid Specifications, **Document 1** or **Document 2** 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 as **Document 1-1**.
- _____ B. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Document 2-1**.
- _____ D. Bidder objects to one or more terms of the Contract form attached to the Bid Specifications as **Document 1-1** or **Document 2-1** and has attached a full explanation of such objection (s) and offered alternative language.

Bidder: _____

By: _____

Title: _____

Attested By: _____

Title: _____

Attachment 1

Newport Utilities Contractor Safety Agreement 3/11/2019

Rev 1

As per OSHA 1910.119(h), this paragraph applies to contractors performing maintenance or repair, turnaround, major renovation, or specialty work on or adjacent to a covered process. It does not apply to contractors providing incidental services which do not influence process safety, such as janitorial work, food and drink services, laundry, delivery or other supply services.

1910.119(h)(3)

Contract employer responsibilities.

1910.119(h)(3)(i)

The contract employer shall assure that each contract employee is trained in the work practices necessary to safely perform his/her job.

1910.119(h)(3)(ii)

The contract employer shall assure that each contract employee is instructed in the known potential fire, explosion, or toxic release hazards related to his/her job and the process, and the applicable provisions of the emergency action plan.

1910.119(h)(3)(iii)

The contract employer shall document that each contract employee has received and understood the training required by this paragraph. The contract employer shall prepare a record which contains the identity of the contract employee, the date of training, and the means used to verify that the employee understood the training.

1910.119(h)(3)(iv)

The contract employer shall assure that each contract employee follows the safety rules of the facility including the safe work practices required by paragraph (f)(4) of this section.

1910.119(h)(3)(v)

The contract employer shall advise the employer of any unique hazards presented by the contract employer's work, or of any hazards found by the contract employer's work.

1910.119(i)(2)(i)

Construction and equipment is in accordance with design specifications;

1910.119(i)(2)(ii)

Safety, operating, maintenance, and emergency procedures are in place and are adequate;

Attachment 1

Newport Utilities Contractor Safety Agreement 3/11/2019

Rev 1

1910.119(i)(2)(iii)

For new facilities, a process hazard analysis has been performed and recommendations have been resolved or implemented before startup; and modified facilities meet the requirements contained in management of change, paragraph (l).

1910.119(i)(2)(iv)

Training of each employee involved in operating a process has been completed.

By signing this document, you have been instructed by one of the following: A Newport Utilities Representative and/or Newport Utilities Safety Manager of your role in conducting business in a safe manner. Newport Utilities follows the guidelines set forth by the American Public Power Association and a copy has been given to you as a guide to follow while conducting said business at any of its facilities.

Company Name:	Signature:	NU Department Head:

ATTACHMENT 2

CONTRACTOR / VISITOR SAFETY REQUIREMENTS

1.0 PURPOSE

To inform contractors/visitors at Newport Utilities of potential hazards and their responsibilities to assure a safe workplace.

This Safety and Health Guideline summarizes contractor/visitor responsibilities. Consult the Safety Department if unsure of a procedure or if more information is required.

2.0 SCOPE

This guideline applies to all contractors/visitors entering or working on NU property or jobs. Anyone observed NOT adhering to the proper work rules, procedures and/or not wearing the proper Personal Protective Equipment, will be asked to Stop Work and/or leave NU premises.

3.0 DEFINITIONS

- **Visitor** – any person entering NU property for the purpose of observing, meeting, or performing non-work (hands off) activities.
- **Contractor** – any person, contracted by NU, entering NU property to perform work on equipment or systems.
- **Sub-Contractor** – any person contracted by a contractor to perform work on NU equipment and/or related systems.
- **SHG** – Safety and Health Guideline.

ATTACHMENT 2

CONTRACTOR / VISITOR SAFETY REQUIREMENTS

4.0 RESPONSIBILITY

Responsible Group/Individual	Responsibilities
Contractor / Visitor	<ul style="list-style-type: none">• Adhere to all rules and procedures.• Obtain and wear proper Personal Protective Equipment for the work task.• Report unsafe conditions, near misses, first aids and other incidents to Newport Utilities.• Maintain all required training and equipment inspection documentation on site as required.

5.0 Contractor Training

- Before performing any work for NU, each contractor must go through a Contractor Training Class, which will provide the contractor with a NU Contractor badge. The contractor must contact the Safety Manager to schedule this training prior to the beginning of work. There are three categories of personnel subject to different requirements. These categories are:
 - **Substation Contractors** - require an additional Sub Station Awareness training.
 - **Visitors** – No training required
 - **Delivery Drivers** – No training required

6.0 SAFETY and HEALTH

- Contractors / Visitors must comply with all Newport Utilities, State, and Federal Safety and Health requirements while on-site.

ATTACHMENT 2

CONTRACTOR / VISITOR SAFETY REQUIREMENTS

- All contract personnel performing work must have available a copy of their respective Company Safety and Health guidelines.
- Contractors must provide first aid equipment and medical treatment for their employees.
- Contractors working on/or around Public Roads are required to have proper signage and if Flagging Traffic, must be trained to do so and wear applicable Hi Vis Clothing.
- The NU Safety Department can be reached by dialing extension 3869, 423-613-1144, 423-963-3476 or 312 on the radio. After hours contact 423-963-3476.
- No personnel will work more than 16 consecutive hours within a 24-hour period without NU management approval.

7.0 PERSONAL PROTECTIVE EQUIPMENT

- Personal Protective Equipment ("PPE") will be provided by the contractor for their personnel as the job requires.
- Hard hats, safety glasses, and protective footwear are to be worn at all times.
- Any additional PPE required for a particular work task is required to be worn.

8.0 EMERGENCY RESPONSE

- **Emergency Notification Call: 911**, Report your name and Company, exact address/location, and a description of the incident.
- Inform Health Safety & Security Contact, Department Manager.

9.0 SECURITY

- All persons and vehicles entering and exiting the facility are subject to search. Equipment, toolboxes, and lunch boxes are also included.
-

ATTACHMENT 2

CONTRACTOR / VISITOR SAFETY REQUIREMENTS

- Children under 18 or adult visitors without business reasons will NOT be allowed in certain areas unless written approval is given by the General Manager.
- The activities listed below are forbidden and will not be engaged in while in the NU facility:
 - Unauthorized operation of any valves, controls, or equipment
 - Stealing
 - Horseplay and fighting
 - Any additional inappropriate conduct as deemed by Newport Utilities

Company: _____

Signature_____

Printed Name_____

Title_____

Date_____