



REQUEST FOR PROPOSALS

**TRANSMISSION, DISTRIBUTION, PRIMARY UNDERGROUND LINE, SERVICE CONSTRUCTION AND/ OR
TRANSFERS**

BID NUMBER: FY23-DEC001

RESPONSE DUE DATE: DECEMBER 20, 2022 @ 2:00 PM

Newport Utilities (NU) is seeking proposals for contract transmission, distribution, and primary underground line construction and secondary service transfers that are a result of such constructions. Details are provided on attached **Document 1**.

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.

This contract will allow for a 30 day transition period after award of contract. Pending Board approval in January 2023, **contract will commence February 1, 2023 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 submitted in writing to the person listed below. Questions may be faxed or emailed.

TO: **Attn: John Johnson**

TITLE: **Warehouse Supervisor**

Email: jjohnson@newportutilities.com

PHONE:(423) 625-2817 FAX:(423) 613-9786

DOCUMENT 1

NEWPORT UTILITIES BID SPECIFICATIONS

FOR

TRANSMISSION, DISTRIBUTION, PRIMARY UNDERGROUND LINE, SERVICE CONSTRUCTION AND/ OR TRANSFERS

These Specifications for bid ("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 Document 1-1 ("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 transmission (69kV), distribution (13.2kV), primary underground (13.2kV) power line, service construction and/ or transfers, and any work subsequently related to the completion of such topics. 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 evaluate all documents, exhibits, and attachments. Project Packages provided by NU to the awarded Bidder. Each Project Package will consist of Staking Sheets and Pick Lists, for each construction project, along with any other relevant documentation.

Each Bidder shall submit **two (2) copies** of a proposal utilizing the “**BID RESPONSE FORMS**”, which contain: **Document 1-1** “Transmission, Distribution, Primary Underground Line, Service Construction, and/or Transfers Contract”, **Document 2**, “Newport Utilities Electric Construction Contractor Bid Package 2022”, **Exhibit 1**, “Bidder Information Transmission, Distribution, Primary Underground Line, Service Construction, and/or Transfers”, **Exhibit 1-A**, “Bid Response Form and Proposal Transmission, Distribution, Primary Underground Line, Service Construction, and/or Transfers”, **Exhibit 1-B**, “ Schedule of Wages & Equipment Rates”, **Attachment 1**,“Newport Utilities Contractor Safety Agreement”, and **Attachment 2**, “Contractor/ Visitor Safety Requirements“, attached to this Specification. Each copy shall be signed and all copies shall be sealed in an envelope with the following on the outside:

Via overnight delivery service or hand delivery:

Newport Utilities
Attn: John Johnson- Warehouse Supervisor
Elect Const Bid 2022 Enclosed
170 Cope Boulevard
Newport, TN 37821

Via US Postal Service:

Newport Utilities
Attn: John Johnson- Warehouse Supervisor
Elect Const Bid 2022 Enclosed
P.O. Box 519
Newport, TN 37822

The completed **BID RESPONSE FORM** and **Schedule of Wages and Equipment** documents of the successful Bidder will become **Exhibit 1-A, Exhibit 1-B** to the **Contract** between NU and the successful Bidder. The completed **Document 1-1** will enter into a contract.

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 Sixty (60) 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. Please include copies of resumes for key personnel and identify their prospective role in fulfilling this requirement.
 - 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. Additionally, upon execution of this Contract, CONTRACTOR shall provide a written attestation in the form of the attached "Addendum" stating 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. Provide a list of all available tools and equipment.
- 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 construction crews 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 journeyman lineman, 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 construction work. Please include the name, title, and phone number of the individual at each utility directly responsible for contract line construction, 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 Monday, December 5, 2022** to discuss NU's line clearance procedures. **Attendance is required.** The pre-bid conference may be available via WebEx/ Zoom meeting. 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.
- 2.4. The name and title of each person signing any element of Bidder's proposal shall be typed or printed legibly below the signature.
- 2.5. Bids by a partnership shall be signed in the name of the partnership by at least one of the general partners of the partnership.
- 2.6. 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. Proposals should be mailed to the following address:

Via overnight delivery service or hand delivery:

**Newport Utilities
Attn: John Johnson Warehouse Supervisor
Elect Const Bid 2022 Enclosed
170 Cope Boulevard
Newport, TN 37821**

Via US Postal Service:

**Newport Utilities
Attn: John Johnson Warehouse Supervisor
Elect Const Bid 2022 Enclosed
P.O. Box 519
Newport, TN 37822**

- 2.7. **Proposals will be received in the Purchasing Department until Tuesday, December 20, 2022, 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 Tuesday, December 13, 2022.** 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.
- 2.8. 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.

- 2.9. 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

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies seeking to provide construction crew(s) for the new construction, maintenance, including storm restoration of the Newport Utilities Electrical System at an hourly rate.

- 3.1. Newport Utilities (NU) is seeking a "Distribution Construction Contractor" to supply a minimum of one crew for overhead, underground construction and maintenance. The contractor must also have the ability to supply additional crews as needed for overhead, underground, and transmission construction, maintenance, and service work, as the work dictates. The work for construction will include new line construction, 69 kV/ 13.2 kV overhead re-conducting, the replacement of overhead wood/ steel pole structures and equipment, overhead/ underground maintenance, installing/ maintaining services, and provide backup support if necessary for storm restoration on a twenty-four hour, seven days a week basis.
- 3.2. The CONTRACTOR shall furnish all necessary and appropriate supervision, labor, equipment, tools, transportation, and other resources to perform transmission, distribution, and underground construction. Construction may involve replacing, installing, and/ or retiring poles, equipment, cabling, circuit re-conducting, trenching, directional boring, duct bank installation, and rock excavation within the Newport Utilities service territory. This work will be of good quality, free from faults and defects as called for in strict accordance with the Contract and Specifications.
 - 3.2.1. Underground construction may involve: installing conduit, duck banks, manholes, vaults, conductors, and transformers, making terminations, splices, marking and tagging, and communicating updates to system maps with any new changes, known as as-builts.
- 3.3. All construction 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 any given circuit.
- 3.4. 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. If after thirty (30) calendar days or upon notification from CONTRACTOR that rework is complete, and NU or NU Project Representative determines that areas have still not been completed satisfactorily, NU may elect to use other resources, including but not limited to competing CONTRACTORS to correct deficiencies and deduct cost from CONTRACTOR's payment and/ or performance bond. NU will use past CONTRACTOR performance in evaluating future CONTRACTOR bids.

3.4.1. Prior to the beginning of each project, Newport Utilities will furnish the CONTRACTOR a set of project plans. Each project plan will consist of staking sheets, NU framing standards, and pick list defining the scope of the project. Each set of plans will be subdivided by NU standard pull lengths. The NU Staking department will stake the location of proposed equipment (poles, anchors, etc.) when applicable. All existing underground locates are the responsibility of the digger.

3.5. In completing the Work hereunder, CONTRACTOR shall comply with all applicable commonly accepted industry regulations and laws, including but not limited to; *The National Electric Safety Code, Tennessee Valley Public Power Association, Distribution Standards and Specifications, OSHA, and TOSHA*. 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. NU expects CONTRACTOR's work force to be fully trained and thoroughly familiar with all aspects of electrical utility construction 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 electric utility work upon request by NU or NU's Project Representative. As new personnel or crews are added, CONTRACTOR shall continue to follow these procedures.

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. CONTRACTOR shall routinely check for leaks (oil, gas, antifreeze, etc.) and immediately remove equipment from service for maintenance, or repair, if a leak is discovered, 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 – Thursday; 7:15am - 5:00pm, Friday; 7:15am – 4:00pm, or on NU designated holidays. Holidays observed by NU are: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, 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, supervisor, or foreman who shall be available during all periods of work undertaken by CONTRACTOR. The Supervisor shall be a fully qualified, possessing the necessary certifications and license. The Supervisor shall be fully authorized to act for the 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 the NU project representative 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 the construction updates.
- 9.4. The NU project representative will direct and schedule all construction 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, each crew must be outfitted with a two-way radio capable of communicating on NU's radio frequency, satellite phone, or some other means of successful communication.

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/ retirements shall be transported and disposed of at locations in compliance with applicable ordinances, laws, and regulations. Logistics can be discussed at the Prebid meeting.

11.4. CONTRACTOR shall be responsible for obtaining, maintaining, and complying with all necessary permits. NU will cooperate with CONTRACTOR in such permitting.

11.5. NU shall be responsible for all major tree trimming, CONTRACTOR shall be responsible for any minor tree trimming. Trimming responsibilities to be determined on an individual project basis between both parties. Clearance will be addressed by the NU Staking department prior to project release date.

12. PROPERTY OWNER NOTIFICATION AND CONSENT; EXTENT OF INGRESS and EGRESS

12.1. For ingress and egress easements, CONTRACTOR will contact and explain to property owners the type and extent of work needed on their property, or make arrangements for the scope of work. For new construction and rebuilds engineered by NU, the staking department 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 the work or, to direct them to the proper person who can respond in a prompt manner.

13. EVALUATIONS AND COMPLETION

13.1. NU or NU's Project Representative will evaluate CONTRACTOR performance for each project at the conclusion of the work based on components such as pole/ framing/ conductoring/ anchoring techniques, worksite cleanliness, quantity of work, quality of work, customer relations, and 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 construction management CONTRACTOR bids.

14. CUSTOMER SERVICE/QUALITY CONTROL

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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 construction activities. This designated contact shall be alert and receptive to potential customer communication in addition to any duties so designated on the given crew.

- 14.5.** 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.
- 14.6.** Equipment, components, and debris shall be handled in such a manner as to avoid obstructing roads, paths or waterways, except as may be required, as defined by NU or NU's Project Representative. All worksites shall be cleared daily and left free of equipment, components, debris, and litter, except as may be required, as defined by NU or NU's Project Representative. It shall be the financial and physical responsibility of CONTRACTOR to daily dispose of all components resulting from retirement and removal process. If for reasons beyond the control of CONTRACTOR, they find they are unable to remove retirements, debris and litter from customer(s) premises that day, CONTRACTOR shall request approval from NU or NU's Project Representative to remove such retirement components 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.
- 14.7.** 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.
- 14.8.** 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 components 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.

14.9. 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.

15. PAYMENT & PERFORMANCE BOND REQUIREMENTS

15.1. 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 projects shall provide individual performance bonds for each awarded project. Each performance bond shall be in force until the satisfactory completion and/or until the term end of Contract period of contracted work.

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

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

15.1.1.2. General obligation bonds of the State of Tennessee;

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

15.1.1.4. 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;

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

16. BILLING AND PAYMENT REQUIREMENTS

16.1. Payment for work performed shall be billed and submitted monthly by CONTRACTOR. CONTRACTOR(S) awarded multiple projects shall submit itemized billings for each project.

16.1.1. CONTRACTOR shall invoice NU for itemized work performed in full, according to above.

16.1.2. Payment for project work performed shall be billed by CONTRACTOR as completed unit work corresponding to bid amount. Units billed shall be reflected on the submitted invoice from CONTRACTOR and should be billed on a monthly basis.

16.1.3. 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:

- 16.2.** Accounts Payable – AP@newportutilities.com
 Warren Nix – wnix@newportutilities.com
 Ben Hembree – bhembree@newportutilities.com
 Clint Ramsey – cramsey@newportutilities.com

16.3. Construction Assembly Descriptions

Framing Assembly	Description
A1	1 PHASE TANGENT ASSEMBLY
A1-1	1 PHASE TANGENT W/ DBL PIN INSULATOR ASSEMBLY
A1H	1 PHASE TANGENT HENDRIX CABLE ASSEMBLY
A2	1 PHASE SMALL ANGLE ASSEMBLY
A2H	1 PHASE SMALL ANGLE HENDRIX CABLE ASSEMBLY
A3	1 PHASE LARGE ANGLE ASSEMBLY
A3H	1 PHASE LARGE ANGLE HENDRIX CABLE ASSEMBLY
A4	1 PHASE DOUBLE DEADEND ASSEMBLY
A4H	1 PHASE DOUBLE DEADEND HENDRIX CABLE ASSEMBLY
A5	1 PHASE DEADEND ASSEMBLY
A5-1	1 PHASE TAKEOFF ASSEMBLY
A51H	1 PHASE TAKEOFF HENDRIX CABLE ASSEMBLY
A5-2	1 PHASE TAKEOFF W/ EXTENSION LINK ASSEMBLY
A5-2A	1 PHASE PRIMARY TAP ASSEMBLY

A52H	1 PHASE TAKEOFF HENDRIX CABLE ASSEMBLY W/ EXTENSION TIE
A5-3	1 PHASE PRIMARY TAP ASSEMBLY
A5-4	1 PHASE PRIMARY TAP ASSEMBLY
A5H	1 PHASE DEADEND HENDRIX CABLE ASSEMBLY
A6	1 PHASE SMALL ANGLE DOUBLE DEADEND ASSEMBLY
A7	1 PHASE HORIZONTAL LAYOUT SINGLE DEADEND ASSEMBLY
A8	1 PHASE SMALL ANGLE HORIZONTAL DOUBLE DEADEND ASSEMBLY
A9F8	1 PHASE DOUBLE CROSSARM MEDIUM ANGLE (HORIZONTAL) ASSEMBLY
C1	3 PH TANGENT WD
C1-1NP	3 PH SINGLE CROSSARM TANGENT ANGLE FG, NARROW PROFILE
C1-2CL	3 PH SINGLE CROSSARM TANGENT ANGLE FG, LARGE CONDUCTOR
C1-3CL	3 PH DOUBLE CROSSARM SMALL ANGLE FG, LARGE CONDUCTOR
C1C	3 PH SINGLE CROSSARM SMALL ANGLE FG
C1F	3 PH TANGENT FG
C1H	3 PHASE TANGENT HENDRIX CABLE
C2	3 PH SMALL ANGLE WD
C2-1C	3 PH DOUBLE CROSSARM SMALL ANGLE FG
C2-1NP	3 PH DOUBLE CROSSARM SMALL ANGLE FG, NARROW PROFILE

C2-2CL	3 PH DOUBLE CROSSARM MEDIUM ANGLE FG, LARGE CONDUCTOR
C2-2CLN	3 PH DOUBLE CROSSARM MEDIUM ANGLE FG, NEUTRAL ON ARM
C2C	3 PH DOUBLE CROSSARM SMALL ANGLE FG
C2F	3 PH SMALL ANGLE FG
C3	3 PH LARGE ANGLE WD
C4	3 PH DBL DEADEND (VERTICAL) WD
C5	3 PH DEADEND (VERTICAL) WD
C7	3 PH DEADEND (HORIZONTAL) WD
C7-1	3 PH TAKE OFF (HORIZONTAL)
C7-1A	3 PH TAKE OFF (HORIZONTAL)ARM EXISTING
C7F	3 PH DEADEND (HORIZONTAL) FG
C8	3 PH DBL DEADEND SM ANGLE (HORIZ) WD
CT Meter Installation	CT METER INSTALLATION - FEE SCHEDULE
UP-Down Meter Installation	UP-DOWN METER INSTALLATION - FEE SCHEDULE

Pole Assembly	Description
25-7	25-7 RETIREMENT ONLY
25A	25' ALUMINUM LIGHTING POLE
30-7	30-7 DISTRIBUTION POLE
30-7L	30-7 LIGHTING POLE
30-AL	30' AL STREET LIGHT POLE
35-5	35-5 DISTRIBUTION POLE

35-5L	35-5 LIGHTING POLE
40-4	40-4 DISTRIBUTION POLE
40-4L	40-4 LIGHTING POLE
40-5	40-5 DISTRIBUTION POLE
40-5L	40-5 LIGHTING POLE
45-3	45-3 DISTRIBUTION POLE
45-3L	45-3 LIGHTING POLE
45-3S	45-3 STEEL POLE
50-3	50-3 DISTRIBUTION POLE
50-3L	50-3 LIGHTING POLE
50S	50 STEEL DISTRIBUTION POLE
50SL	50 STEEL LIGHTING POLE
55-2	55-2 DISTRIBUTION POLE
55-2L	55-2 LIGHTING POLE
55S	55 STEEL DISTRIBUTION POLE
55SL	55 STEEL LIGHTING POLE
60-2	60-2 DISTRIBUTION POLE
60-2L	60-2 LIGHTING POLE
60S	60 STEEL DISTRIBUTION POLE
60SL	60 STEEL LIGHTING POLE
65-2	65-2 DISTRIBUTION POLE WOOD
65S	65 STEEL DISTRIBUTION POLE
65SL	65 STEEL LIGHTING POLE
70-1	70-1 DISTRIBUTION POLE WOOD
70S	70 STEEL DISTRIBUTION POLE
70SL	70 STEEL LIGHTING POLE
75-1	75-1 DISTRIBUTION POLE WOOD
75S	75 STEEL DISTRIBUTION POLE
75SL	75 STEEL LIGHTING POLE
80-1	80-1 DISTRIBUTION POLE WOOD
80S	80 STEEL DISTRIBUTION POLE
80SL	80 STEEL LIGHTING POLE
85-1	85-1 DISTRIBUTION POLE WOOD
85S	85 STEEL DISTRIBUTION POLE
85SL	85 STEEL LIGHTING POLE
90-1	90-1 DISTRIBUTION POLE WOOD
90S	90 STEEL DISTRIBUTION POLE
90SL	90 STEEL LIGHTING POLE
95-1	95-1 DISTRIBUTION POLE WOOD
95S	95 STEEL DISTRIBUTION POLE

95SL	95 STEEL LIGHTING POLE
100S	100' STEEL DISTRIBUTION POLE
115S	115' STEEL DISTRIBUTION POLE
120S	120' STEEL DISTRIBUTION POLE
125S	120' STEEL DISTRIBUTION POLE

Conductor Assembly	Description
#12F ADSS CABLE	#12F ADSS CABLE
#144F ADSS CABLE	#144F ADSS CABLE
#24F ADSS CABLE	#24F ADSS CABLE
#288F ADSS CABLE	#288F ADSS CABLE
#48F ADSS CABLE	#48F ADSS CABLE
#96F ADSS CABLE	#96F ADSS CABLE
#CFO-12D	#CFO-12D
#CFO-24D	#CFO-24D
#CFO-2D OH	#CFO-2D OH
#CFO-2D UG	#CFO-2D UG
1/0 UG BARE	1/0 UG BARE NO CONDUIT
1/0AC	1/0 ACSR
1/0CU	1/0CU
1/0HMSG	1/0 HENDRIX MESSENGER
1/0HX	1/0 HENDRIX CABLE
1/0Q	1/0 QUADRUPLIX SERVICE
1/0QS	1/0 QUADRUPLIX SECONDARY
1/0T	1/0 TRIPLEX SERVICE
1/0TS	1/0 TRIPLEX SECONDARY
1/0UG	1/0UG PRIMARY
1/0UG (X2)	1/0UG PRIMARY
1/0UG (X3)	1/0UG PRIMARY
1-3STR	1-3STR
2/0AC	2/0 ACSR
2/0CU	#2/0 COPPER CONDUCTOR PRIMARY
2/0Q	2/0 QUADRUPLIX SERVICE
2/0QS	2/0 QUADRUPLIX SECONDARY
2/0T	2/0 TRIPLEX SERVICE
2/0TS	2/0 TRIPLEX SECONDARY
2-3STR	2-3STR

2-7STR	2-7STR
2AC	2 ACSR
2Q	2 QUADRUPLX SERVICE
2QS	2 QUADRUPLX SECONDARY
2T	2 TRIPLEX SERVICE
2TS	2 TRIPLEX SECONDARY
2UG	2UG PRIMARY
2US	2/0 UG SECONDARY
3/0Q	3/0 QUADRUPLX SECONDARY CONDUCTOR
3/0T	3/0 TRIPLEX SECONDARY CONDUCTOR
3/0US	3/0 UG SECONDARY
336AA	336 AAC
336Q	336 QUADRUPLX SERVICE
336QS	336 QUADRUPLX SECONDARY
350MCM	350 MCM SECONDARY CONDUCTOR
397 AC	397 AC TRANSMISSION CONDUCTOR
4/0AC	4/0 ACSR
4/0Q	4/0 QUADRUPLX SERVICE
4/0QS	4/0 QUADRUPLX SECONDARY
4/0T	4/0 TRIPLEX SERVICE
4/0TS	4/0 TRIPLEX SECONDARY
4/0UG	4/0UG PRIMARY
4/0US	4/0 UG SECONDARY CONDUCTOR
400MCM	400 MCM SECONDARY CONDUCTOR
4AC	4 ACSR
4T	4 TRIPLEX SERVICE
500CU	500CU
500MCM	500 MCM SECONDARY CONDUCTOR
500UG	500 UG PRIMARY
636 AC	636 AC TRANSMISSION CONDUCTOR
6A CW	6A CW
6DPX	6 DUPLEX
6HDCU	6HDCU
6TPX	6 TRIPLEX
750CU	750CU
750MCM	750 MCM SECONDARY CONDUCTOR
795AA	795 AAC
795HX	795 HENDRIX CABLE
8A CW	8A CW
8HDCU	#8 HARD DRAWN COPPER PRIMARY CONDUCTOR

954 AC	954 AC TRANSMISSION CONDUCTOR
UG SVC	UNDERGROUND SERVICE WIRE
UG SVC2	UNDERGROUND SERVICE WIRE
UGS1	UNDERGROUND SERVICE WIRE
UGS3	UG SVC WIRE
URD 4/0 TPX	4/0 URD TPX

Ground Kit Assembly	Description
M211	GROUND ROD ASSEMBLY
M211T	GROUND ROD ASSEMBLY FOR STEEL POLE
M212	POLE BUTT GROUND

Guy Assembly	Description
E1-2	GUY - 3/8"
E1-3	GUY - 7/16"
E1-T	GUY 3/8" POLE W EYE PLATE NO LINKS
E1-TL	GUY - 3/8" POLE EYE PLATE FOR XMISSION
E1-TSTUB	GUY - 3/8" W THIMBLE EYE BOLT ATTACHMENT
E2-2	OVERHEAD GUY - 3/8"
E2-2L	OVERHEAD GUY - 3/8" W 2' INSUL LINK
E2-2L5	OH GUY-3/8" W 60" FG LINK

E2-2T	OH GUY-3/8" W EYE PLATE
E2-2TL	OH GUY-3/8" W 60" FG LINK-POLE EYE PLATE
E2-2TL10	OH GUY-3/8" W 2-60" FG LINKS
EL-10	GUY-3/8" WITH (2) 5' INSUL LINK
EL-12	GUY - 3/8" WITH 2' & (2) 5' INSUL LINK
EL-2	GUY - 3/8" WITH 2' INSUL LINK
EL-3	GUY - 7/16" WITH 2' INSUL LINK
EL-5	GUY - 3/8" WITH 5' INSUL LINK
EL-7	GUY - 3/8" WITH 2' & 5' INSUL LINK
F1-2	ANCHOR - 8 WAY BUST W/ 6' ROD
F1-4	ANCHOR - 8" SCREW IN W/ 8' ROD
F1-6	ANCHOR - 12" SCREW IN W/ 8' ROD
F1-8	ANCHOR - 8 WAY BUST W/ 8' ROD
F2-6	ANCHOR - DBL HELIX 10" SCREW IN W/ 8' R

Attachment Assembly	Description
ABSH	900AMP AIR BRAKE SWITCH, HORIZONTAL
ABSV	900AMP AIR BRAKE SWITCH, VERTICAL

J10	SECONDARY SMALL FIXED CLEVIS
J10L	SECONDARY LARGE FIXED CLEVIS
J10S	SECONDARY SMALL FIXED CLEVIS
K11	SECONDARY STD DEAD END
K11C	SECONDARY DEAD END CONDUIT CLAMP
K11L	SECONDARY DEAD END FOR LIGHT FIXTURE
K11P	SECONDARY STD DEAD END FOR PRIMARY POLE
K11T	SECONDARY STD FOR TLR POLE
K11U	SECONDARY STD DEAD END FOR STEEL TRANSMISSION POLE
LED CITY OUTDOOR LT	LED CITY OUTDOOR LT
LED COBRA LT	LED COBRA LT
LED COM FLOOD SQ LT	LED COM FLOOD SQ LT
LED INTERSTATE LT	LED INTERSTATE LT
LED MONGOOSE LT	LED MONGOOSE LT
LED RES FLOOD SQ LT	LED RES FLOOD SQ LT
LED RES OUTDOOR LT	LED RES OUTDOOR LT
LED WALL PK 78W LT	LED WALL PK 78W LT
M5-10	FUSE/ARRESTOR CUT OUT LINE 15 KV

M56	ARRESTOR ASSEMBLY
M5915	FUSE CUT OUT LINE 15 KV
M5927	FUSE CUT OUT LINE 27 KV
M59A	FUSE CUT OUT 1 PHASE XFMR
M59C	FUSE CUT OUT 3 PHASE XFMR
METER	CUSTOMER METER ON POLE
SL1000	SECURITY LIGHT 1000W HPS
SL150	SECURITY LIGHT 150W HPS
SL175	SECURITY LIGHT 175W MV
SL400	SECURITY LIGHT 400W HPS

Transformer Assembly	Long Description
CAB-1X1	UG CABINET JCT METAL 1IN-1OUT
CAB-1X1-T	UG CAB JCT METAL 1IN-1OUT FUTURE XFMR
CAB-1X2	UG CABINET JCT METAL 1IN-2OUT
CAB-1X2-T	UG CAB JCT METAL 1IN-2OUT FUTURE XFMR
CAB2	UG LOOP FEED THRU

CAB-2X2	UG CABINET JCT METAL 2IN-2OUT
CAB-2X2-T	UG CAB JCT METAL 2IN-2OUT FUTURE XFMR
CAB-2X3	UG CABINET JCT METAL 2IN-3OUT
CAB-2X3-T	UG CAB JCT METAL 2IN-3OUT FUTURE XFMR
CAB-2X4	UG CABINET JCT METAL 2IN-4OUT
CAB5	UG CABINET JCT METAL (DEAD END)
CAB5-T	UG CABINET JCT METAL-DEADEND/FUTURE XFMR
CLUSTER XFMR MOUNT	CLUSTER MOUNT TRANSFORMER BRACKET
DF-1X1	1 PH UG DEAD FRONT PADMNT 1IN-1OUT
DF-1X2	1 PH UG DEAD FRONT PADMNT 1IN-2OUT
DF-2X2	1 PH UG DEAD FRONT PADMNT 2IN-2OUT
DF-2X3	1 PH UG DEAD FRONT PADMNT 2IN-3OUT
DF5	1 PH UG DEAD FRONT PADMNT W/ ARRESTOR
DF51	1 PH UG DEAD FRONT TAKE OFF FR EXIST PAD
DFCX	1 PH UG CABINET TO XFMR CHANGEOUT
Existing	Existing Transformer
G120-1	1 PHASE 1 KVA
G120-1.5	1 PHASE 1.5 KVA

G120-10	1 PHASE 10 KVA
G120-100	1 PHASE 100 KVA
G120-15	1 PHASE 15 KVA
G120-167	1 PHASE 167 KVA
G120-25	1 PHASE 25 KVA
G120-3	1 PHASE 3 KVA
G120-37.5	1 PHASE 37.5 KVA
G120-5	1 PHASE 5 KVA
G120-50	1 PHASE 50 KVA
G120-75	1 PHASE 75 KVA
G120-U15	1 PHASE 15 KVA UNDERBUILD ON STEEL POLE
G208-150P	3 PHASE 150 KVA PAD 120/208V
G208-2X10-15	3 PHASE 2-10 & 1-15 KVA BANK 120/208V
G208-300P	3 PHASE 300 KVA PAD 120/208V
G208-3X10	3 PHASE 3-10 KVA BANK 120/208V
G208-3X100	3 PHASE 3-100 KVA BANK 120/208V
G208-3X15	3 PHASE 3-15 KVA BANK 120/208V
G208-3X167	3 PHASE 3-167 KVA BANK 120/208V

G208-3X25	3 PHASE 3-25 KVA BANK 120/208V
G208-3X37.5	3 PHASE 3-37 KVA BANK 120/208V
G208-3X50	3 PHASE 3-50 KVA BANK 120/208V
G208-3X75	3 PHASE 3-75 KVA BANK 120/208V
G208-500P	3 PHASE 500 KVA PAD 120/208V
G240-25-50	2 transformer 120/240 bank. 25kva,50kva
G240-2X15-25	3 PHASE 2-15 & 1-25 KVA BANK 240V DeltaV
G240-2X15-50	3 PHASE 2-15 & 1-50 KVA BANK 240V Delta
G240-3X100	3 PHASE 3-100 KVA BANK 240V DeltaV
G240-3X15	3 PHASE 3-15 KVA BANK 240V DeltaV
G240-3X167	3 PHASE 3-167 KVA BANK 240V DeltaV
G240-3X25	3 PHASE 3-25 KVA BANK 240V DeltaV
G240-3X250	3 PHASE 3-250 KVA BANK 240V Delta
G240-3X333	3 PHASE 3-333 KVA BANK 240V DeltaV
G240-3X50	3 PHASE 3-50 KVA BANK 240V DeltaV
G240-3X75	3 PHASE 3-75 KVA BANK 240V DeltaV
G240-OD	3 PHASE BANK 240V OPEN Delta
G240-OYD	3 PHASE BANK 240V OPEN Y-Delta

G277-3X100	3 PHASE 3-100 KVA BANK 277/480V
G277-3X167	3 PHASE 3-167 KVA BANK 277/480V
G277-3X25	3 PHASE 3-25 KVA BANK 277/480V
G277-3X250	3 PHASE 3-250 KVA BANK 277/480V
G277-3X333	3 PHASE 3-333 KVA BANK 277/480V
G277-3X50	3 PHASE 3-50 KVA BANK 277/480V
G277-3X500	3 PHASE 3-500 KVA BANK 277/480V
G277-3X75	3 PHASE 3-75 KVA BANK 277/480V
G480-1500P	3 PHASE 1500 KVA PAD 277/480V
G480240-25	1 PHASE 240/480V 25KVA, POLEMOUNT TRANSFORMER
G480-25	25 KVA XFMR 480V FOR Delta
G480-2X15	3 PHASE OYD 2-15 KVA BANK 480V
G480-2X25	3 PHASE OYD 2-25 KVA BANK 480V
G480-3X100	3 PHASE 3-100 KVA BANK 480V DeltaV
G480-3X167	3 PHASE 3-167 KVA BANK 480V DeltaV
G480-3X25	3 PHASE 3-25 KVA BANK 480V DeltaV
G480-3X333	3 PHASE 3-333 KVA BANK 480V DeltaV
G480-3X50	3 PHASE 3-50 KVA BANK 480V DeltaV

G480-3X75	3 PHASE 3-75 KVA BANK 480V DeltaV
G480-50	50 KVA XFMR 480V FOR Delta
G480-OD	3 PHASE BANK 480V OPEN Delta
G480-OYD	3 PHASE BANK 480V OPEN Y-Delta
LF7	3 PH UG LIVE FRONT
LF7-1	3 PH UG LIVE FRONT TAKE OFF FR EXIST PAD
LPB	UG PULL BOX LARGE FG
P120-100	1 PHASE PADMOUNT 100 KVA
P120-15	1 PHASE PADMOUNT 15 KVA
P120-167	1 PHASE PADMOUNT 167 KVA
P120-25	1 PHASE PADMOUNT 25 KVA
P120-37	1 PHASE PADMOUNT 37 KVA
P120-50	1 PHASE PADMOUNT 50 KVA
P120-75	1 PHASE PADMOUNT 75 KVA
P208-1000	3 PHASE 1000 KVA PAD 120/208V
P208-150	3 PHASE 150 KVA PAD 120/208V
P208-300	3 PHASE 300 KVA PAD 120/208V
P208-500	3 PHASE 500 KVA PAD 120/208V

P208-75	3 PHASE 75 KVA PAD 120/208V
P208-750	3 PHASE 750 KVA PAD 120/208V
P480-1000	3 PHASE 1000 KVA PAD 277/480V
P480-1500	3 PHASE 1500 KVA PAD 277/480V
P480-3000	3 PHASE 3000 KVA PAD 277/480V
P480-500	3 PHASE 500 KVA PAD 277/480V
P480-75	3 PHASE 75 KVA PAD 277/480V
P480-750	3 PHASE 750 KVA PAD 277/480V
UG1	1 PH UG DIP STRUCTURE
UG3	3 PH UG DIP STRUCTURE
UG3LF	URD, 3 PHASE #1/0 TRANSFORMER TERMINATORS
URD 3WAY FEEDTHRU	URD 3WAY FEEDTHROUGH 200A 15KV
URD DOUBLE FEEDTHRU	URD DOUBLE FEEDTHROUGH 200A 15KV
URD SINGLE FEEDTHRU	URD SINGLE FEEDTHROUGH 200A 15KV
URD SINGLE STANDOFF	URD SINGLE STANDOFF 200A 15KV

Tie Assembly	Description
A1: TIE, SPOOL #1/0 ASCR	TIE, SPOOL #1/0 ASCR

A1: TIE, SPOOL #2 ACSR	TIE, SPOOL #2 ACSR
A1: TIE, SPOOL #4 ACSR	TIE, SPOOL #4 ACSR
A1: TIE, WRAP LOCK #1/0 ACSR	TIE, WRAP LOCK #1/0 ACSR (C-1)
A1: TIE, WRAP LOCK #2 ACSR	TIE, WRAP LOCK #2 ACSR (C-1)
A1: TIE, WRAP LOCK #4 ACSR	TIE, WRAP LOCK #4 ACSR (C-1)
A1-1: TIE, DOUBLE SUPPORT #1/0 ACSR	TIE, DOUBLE SUPPORT #1/0 ACSR (C1-1)
A1-1: TIE, DOUBLE SUPPORT #2 ACSR	TIE, DOUBLE SUPPORT #2 ACSR (C1-1)
A1-1: TIE, DOUBLE SUPPORT #4ACSR	TIE, DOUBLE SUPPORT #4ACSR (C1-1)
A1-1: TIE, SPOOL #1/0 ASCR	TIE, SPOOL #1/0 ASCR
A1-1: TIE, SPOOL #2 ACSR	TIE, SPOOL #2 ACSR
A1-1: TIE, SPOOL #4 ACSR	TIE, SPOOL #4 ACSR
A2: TIE, DOUBLE SIDE #1/0 ACSR	TIE, DOUBLE SIDE #1/0 ACSR (C-2)
A2: TIE, DOUBLE SIDE #2 ACSR	TIE, DOUBLE SIDE #2 ACSR (C-2)
A2: TIE, DOUBLE SIDE #4ACSR	TIE, DOUBLE SIDE #4ACSR (C-2)
A2: TIE, SPOOL #1/0 ASCR	TIE, SPOOL #1/0 ASCR
A2: TIE, SPOOL #2 ACSR	TIE, SPOOL #2 ACSR
A2: TIE, SPOOL #4 ACSR	TIE, SPOOL #4 ACSR
A3: TIE, SPOOL #1/0 ASCR	TIE, SPOOL #1/0 ASCR

A3: TIE, SPOOL #2 ACSR	TIE, SPOOL #2 ACSR
A3: TIE, SPOOL #4 ACSR	TIE, SPOOL #4 ACSR
A4: CONNECTORS, SPLITBOLT #4 CU	CONNECTORS, SPLITBOLT #4 CU
A4: CONNECTORS, WR-159 COMP. TYPE	CONNECTORS, WR-159 COMP. TYPE
A4: CONNECTORS, WR-189 H FRAME	CONNECTORS, WR-189 H FRAME
A4: CONNECTORS, WR-279	CONNECTORS, WR-279
A6: CONNECTORS, SPLITBOLT #4 CU	CONNECTORS, SPLITBOLT #4 CU
A6: CONNECTORS, WR-189 H FRAME	CONNECTORS, WR-189 H FRAME
A6: CONNECTORS, WR-279	CONNECTORS, WR-279
A9F8: TIE, WRAP LOCK #1/0 ACSR	TIE, WRAP LOCK #1/0 ACSR (C-1)
A9F8: TIE, WRAP LOCK #2 ACSR	TIE, WRAP LOCK #2 ACSR (C-1)
A9F8: TIE, WRAP LOCK #4 ACSR	TIE, WRAP LOCK #4 ACSR (C-1)
C1: TIE, SPOOL #1/0 ACSR	TIE, SPOOL #1/0 ACSR
C1: TIE, SPOOL #2 ACSR	TIE, SPOOL #2 ACSR
C1: TIE, SPOOL #336 ACSR	TIE, SPOOL #336 ACSR
C1: TIE, SPOOL #4 ACSR	TIE, SPOOL #4 ACSR
C1: TIE, WRAP LOCK #1/0 ACSR	TIE, WRAP LOCK #1/0 ACSR (C-1)
C1: TIE, WRAP LOCK #2 ACSR	TIE, WRAP LOCK #2 ACSR (C-1)

C1: TIE, WRAP LOCK #336.4 ACSR	TIE, WRAP LOCK #336.4 ACSR (C-1)
C1: TIE, WRAP LOCK #4 ACSR	TIE, WRAP LOCK #4 ACSR (C-1)
C1: TIE, WRAP LOCK #795	TIE, WRAP LOCK #795 (C-1)
C2: TIE, DOUBLE SIDE #1/0 ACSR	TIE, DOUBLE SIDE #1/0 ACSR (C-2)
C2: TIE, DOUBLE SIDE #2 ACSR	TIE, DOUBLE SIDE #2 ACSR (C-2)
C2: TIE, DOUBLE SIDE #336 ACSR	TIE, DOUBLE SIDE #336 ACSR (C-2)
C2: TIE, DOUBLE SIDE #4ACSR	TIE, DOUBLE SIDE #4ACSR (C-2)
C2: TIE, DOUBLE SIDE #795	TIE, DOUBLE SIDE #795 (C-2)
C2: TIE, SPOOL #1/0 ASCR	TIE, SPOOL #1/0 ASCR
C2: TIE, SPOOL #2 ACSR	TIE, SPOOL #2 ACSR
C2: TIE, SPOOL #336 ACSR	TIE, SPOOL #336 ACSR
C2: TIE, SPOOL #4 ACSR	TIE, SPOOL #4 ACSR
C3: TIE, SPOOL #1/0 ASCR	TIE, SPOOL #1/0 ASCR
C3: TIE, SPOOL #2 ACSR	TIE, SPOOL #2 ACSR
C3: TIE, SPOOL #336 ACSR	TIE, SPOOL #336 ACSR
C3: TIE, SPOOL #4 ACSR	TIE, SPOOL #4 ACSR
C4: CONN.,AMP #336-336 602007	CONN.,AMP #336-336 602007
C4: CONNECTORS, SPLITBOLT #4 CU	CONNECTORS, SPLITBOLT #4 CU

C4: CONNECTORS, WR-159 COMP. TYPE	CONNECTORS, WR-159 COMP. TYPE
C4: CONNECTORS, WR-189 H FRAME	CONNECTORS, WR-189 H FRAME
C4: CONNECTORS, WR-279	CONNECTORS, WR-279
C4: CONNECTORS,AMP#795-#795 602121	CONNECTORS,AMP#795-#795 602121

DOCUMENT 1-1
TRANSMISSION, DISTRIBUTION, PRIMARY UNDERGROUND LINE, SERVICE CONSTRUCTION AND/ OR
TRANSFERS
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 perform construction work on NU's transmission and distribution infrastructure. Construction to include the replacement, installation, and/ or retirement of poles, equipment, and cabling, circuit re-conducting, trenching, directional boring, duct bank installation, rock excavation, within the Newport Utilities service territory, and to dispose of the debris resulting from such work, as directed by NU, and in accordance with the bid specification (Document 1).
 - 1.1. Material will be supplied by Newport Utilities and picked-up/ transported by CONTRACTOR as needed from the Newport Utilities' warehouse facility at 1419 W Hwy 25/ 70 Newport, TN 37822-0519 (transportation costs assumed by CONTRACTOR). Warehouse normally open between 7:00 AM - 3:00 PM, Monday-Friday.
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. NU will cooperate with CONTRACTOR in such permitting.
 - 2.1. CONTRACTOR agrees to obtain consent or permission for the necessary work from the property owner or public authorities having ownership or control over each property requiring ingress and egress. In the event that 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. NU will cooperate with CONTRACTOR in such permission to remedy the situation.
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.
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 effect a prompt adjustment. All complaints, and any action taken by CONTRACTOR in connection with such complaints, shall be reported to NU.
 - 5.1. 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. NU will cooperate with CONTRACTOR in such cases in order to ensure safety and practicality where permissible.
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 CONTRACTOR shall take whatever legally and morally acceptable precautions necessary to preclude delay of completion of the project due to theft or vandalism of material, equipment or tools.
14. If construction is adjacent to poles carrying energized circuits, the CONTRACTOR shall instruct his employees as to the dangers and responsibilities involved.
15. No burning will be allowed at any job site.
16. No hazardous materials will be stored at any job site. The CONTRACTOR will be held responsible for all remediation of spills which occur during each project.

17. The CONTRACTOR shall provide a copy of its Safety Plan pertaining to Confined Space entry and Underground work procedures.
18. The CONTRACTOR shall provide a copy of its OSHA 200 and 300 logs for the previous five years.
19. Construction site safety is the responsibility of the CONTRACTOR.
20. The CONTRACTOR shall provide documentation of any job briefings upon Newport Utilities request.
21. All apparatus, structures, equipment and materials to be furnished and their arrangement, erection and installation shall be subject to the approval of Newport Utilities.
22. All workmanship and material shall be of high quality and all material shall be free from defects affecting appearance and serviceability of the equipment. The material and design of the structures, apparatus and equipment shall be such as has been proven to be satisfactory for the intended application by past experience, and commercial service, and by comprehensive laboratory tests.
23. All equipment and materials and their installation shall conform in all respects to the latest revisions of applicable IEEE, ASTM and NEMA standards and in accordance with all applicable rules of the NESC, and local and state ordinances.
24. The CONTRACTOR shall submit 'As-Built' mark-ups to the Newport Utilities Staking Department.
25. The job Foreman and lead person on a construction crew shall be experienced linemen, who have performed this type of work (i.e. Energized) for minimum of five years. Newport Utilities will require proof of such experience prior to start of work.
26. The CONTRACTOR shall notify Newport Utilities of any damaged, faulty, or unsafe materials or equipment encountered during the performance of the work.
27. CONTRACTOR shall be responsible for underground locating and all TN811 Tickets. Digging may not occur until all utilities are located or designated clear.
28. The CONTRACTOR will top any old poles that have joint use facilities such as telephone or cable attachments at just above the height of their attachments.
29. The CONTRACTOR will transfer all NUConnect assets from the old poles to the new poles where applicable.
30. Any old poles with no telephone or cable will be removed by the CONTRACTOR
31. Required major tree trimming will be performed by a Newport Utilities ROW CONTRACTOR. A five day notice will be required. There may be an exception when the tree trimming is minor in nature and necessary to complete the assigned work.
32. The CONTRACTOR at the request of Newport Utilities shall replace any person from his or her own workforce or their subcontractor's workforce, who in the judgment of Newport Utilities, may be deemed undesirable for the job duties. A request of this nature will be handled by the Newport Utilities Construction Supervisor and the Vice President of Operations. However Newport Utilities does reserve the right to immediately remove from the site any person felt to be an immediate safety risk.
33. Approval in writing shall be attained from Newport Utilities prior to the project assignment, or hiring, of any former Newport Utilities employee.

34. Suspension of Work and Termination:

34.1. Upon the occurrence of any of the following events Newport Utilities has the right to terminate this contract in accordance to General Conditions:

34.1.1. If the CONTRACTOR persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply skillful workers or suitable tools and equipment to adhere to response time).

34.1.2. If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

34.1.3. If the CONTRACTOR disregards the authority of the NU representatives

35. In order to pursue joint use projects, CONTRACTOR for NU must satisfy requirements of all involved utilities and establish contracts with other utilities. Joint use projects are subject to agreements made between utilities for equalization of assignments, separate material and job pick up, and separate billing to each utility for work performed for that utility.

36. Salvage - Materials removed from any existing lines shall be delivered to the Newport Utilities' warehouse facility at 1419 W Hwy 25/ 70 Newport, TN 37822-0519 (transportation costs assumed by CONTRACTOR). Warehouse normally open between 7:00 AM - 3:00 PM, Monday-Friday. All returned hardware shall be broken down into individual materials for salvage/ retirement.

37. There shall be no deviation from the setting depth of the poles. In instances where there are slopes involved, the setting depth shall be measured on the low side. Exemptions must have prior NU approval.

38. CONTRACTOR agrees to assign to each project under the terms of this proposal the proper equipment and competent employees, and agrees that the number of such employees and the amount of such equipment assigned to any job shall not be excessive, but shall be sufficient to perform the job quickly and efficiently.

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)

Document 2

**NEWPORT UTILITIES
ELECTRIC
CONSTRUCTION
CONTRACTOR BID
PACKAGE
2022**

INFORMATION FOR BIDDERS

Bids will be received for electric construction projects by Newport Utilities Board (NUB) until 2:00pm local time, on December 20, 2022 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, equipment, and incidentals as required for the electric utility construction projects listed and described on this bid form. The Contractor shall include all work incidental but not limited to clean-up, traffic control (including flaggers) and repair of property damaged by Contractor's activities.

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

- A. Contractor invitation on November 20, 2022.
- B. Facilitate pre-bid meeting at 2:00pm on December 5, 2022 at NU Operations Center located at 1419 West Highway 25-70, Newport, TN 37821. **Attendance Required.**
The pre-bid conference may be available via WebEx/ Zoom meeting.
- C. Questions due by December 13, 2022.
- D. Bid opening at 2:00pm on December 20, 2022 at NU Main Office, 170 Cope Blvd, Newport TN
- E. Notice of award on January 2023.
- F. Awarded construction projects to commence post award notification

Each Bid must be submitted in a sealed envelope and addressed to:

Via overnight delivery service or hand delivery:

Via US Postal Service:

Newport Utilities
Attn: John Johnson Warehouse Supervisor
Elect Const Bid 2022 Enclosed
170 Cope Boulevard
Newport, TN 37821

Newport Utilities
Attn: John Johnson Warehouse Supervisor
Elect Const Bid 2022 Enclosed
P.O. Box 519
Newport, TN 37822

Each Bidder shall submit **two (2) copies** of a proposal utilizing the "**BID RESPONSE FORMS**", which contain: **Document 1-1** "Transmission, Distribution, Primary Underground Line, Service Construction, and/or Transfers Contract", **Document 2**, "Newport Utilities Electric Construction Contractor Bid Package 2022", **Exhibit 1**, "Bidder Information Transmission, Distribution, Primary Underground Line, Service Construction, and/or Transfers", **Exhibit 1-A**, "Bid Response Form and Proposal Transmission, Distribution, Primary Underground Line, Service Construction, and/or Transfers", **Exhibit 1-B**, "Schedule of Wages & Equipment Rates", **Attachment 1**, "Newport Utilities Contractor Safety Agreement", and **Attachment 2**, "Contractor/ Visitor Safety Requirements", attached to this Specification. Each copy shall be signed and all copies shall be sealed in an envelope with the following on the outside:

Elect Const Bid 2022 Enclosed, CONTRACTOR's **Name and Tennessee State CONTRACTOR's License No.**, or the bid shall not be accepted (T.C.A. 62-6-119).

PROJECT EXECUTION, DESCRIPTION AND BID SHEETS

- A. All projects shall be completed, inspected, and invoiced in a timely manner, before June 30th, 2023. Contractor shall provide two (2) weeks' notice prior to the initiation of project activities to enable NU to sufficiently notify customers in advance of start of the work, if applicable. If the Contractor is awarded multiple projects, NU's Project Representative will provide the order in which the projects shall be completed.
1. Contractor(s) awarded multiple projects shall not work each project simultaneously without first obtaining permission from the NU Project Representative. Otherwise, upon satisfactory completion of each project, Contractor may progress to another project.
 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.
- C. Bidder shall provide a definition of each personnel classification, wage rate, overtime wage rate (define when OT is active), equipment classification, equipment cost rate, and aid agreements during storm event restorations.

EXHIBIT 1

BIDDER INFORMATION TRANSMISSION, DISTRIBUTION, AND PRIMARY UNDERGROUND LINE CONSTRUCTION AND SECONDARY SERVICE TRANSFERS

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
TRANSMISSION, DISTRIBUTION, AND PRIMARY
UNDERGROUND LINE CONSTRUCTION
AND SECONDARY SERVICE TRANSFERS

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

Bidder: _____

By: _____

Title: _____

Attested By: _____

Title: _____

EXHIBIT 1-B

SCHEDULE OF WAGE RATES

#	Personnel/ Equipment Classification	Classification Definition	Total Wage/ Hour	Total Overtime Wage/ Hour
1	Foreman - General			
2	Foreman - Working			
3	Lineman - Journeyman			
4	Line Apprentice, 1st level			
5	Line Apprentice, 2nd Level			
6	Line Apprentice, 3rd Level			
7	Line Apprentice, 4th Level			
8	Line Apprentice, 5th Level			
9	Line Apprentice, 6th Level			
10	Line Apprentice, 7th Level			
11	Line Apprentice, 8th Level			
12				
13				
14	Operators & Powdermen			
15	Truck Drivers			
16	Heavy Equipment Operator			
17	Groundman, 1st level			
18	Groundman, 2nd Level			
19	Groundman, 3rd Level			
20	Groundman, 4th Level			
21				
22				
23				
24				
25				

BUSINESS NAME OF BIDDER (PRINT) _____

NAME & TITLE OF BIDDER (PRINT) _____

SIGNATURE & DATE _____

EXHIBIT 1-B (Continued)

SCHEDULE OF EQUIPMENT RATES					
#	Equipment Code	Equipment Type	Definition	Size	Total Cost/Hour
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

BUSINESS NAME OF BIDDER (PRINT) _____

NAME & TITLE OF BIDDER (PRINT) _____

SIGNATURE & DATE _____

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 (Continued)

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:

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.

4.0 RESPONSIBILITY

Responsible Group/Individual	Responsibilities
<i>Contractor / Visitor</i>	<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.

ATTACHMENT 2 (Continued)

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.
- 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.

ATTACHMENT 2 (Continued)

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.
- 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 _____