



# City of Alcoa Purchasing

223 Associates Blvd., Alcoa, Tennessee 37701

(865) 380-4700 FAX (865) 380-4797

## REQUEST FOR BID

The City of Alcoa will be accepting Request for Bids for RFP 25070 -Powerline ROW Vegetation Herbicidal Treatment – FY25 Supplemental Circuit Firm Price Bids (HR 224, 234, 244, 254, 264, 274), until 2:00 p.m., Thursday, March 6th, 2025 at the office of the Alcoa Purchasing Agent, 223 Associates, Blvd., Alcoa, Tennessee, 37701.

Proposals may be submitted via U.S. Mail / UPS / FedEx, etc., hand delivered, or e-mailed to [coasealedbid@cityofalcoa-tn.gov](mailto:coasealedbid@cityofalcoa-tn.gov). Regardless of the mode, the Vendor shall be responsible for the early delivery of their Proposal. Proposals received after the deadline will be unopened and discarded.

Proposals shall be addressed to:

Alcoa Public Works & Engineering  
Attn. Ashley Wagner, Purchasing Agent  
223 Associates Blvd.  
Alcoa, TN 37701

All purchases are F.O.B. City of Alcoa, TN.

The City reserves the right to accept or reject any proposal, to accept a proposal containing variations from these specifications if the proposal so merits, to negotiate proposal with the lowest bidder prior to acceptance, and to accept partial proposals. Proposals must be submitted on the form issued by the City and must be completed (in ink) and signed accordingly.

The City of Alcoa reserves the right to waive any formality in any solicitation, to reject any or all proposals, and to accept the best proposal for the City as determined by City Officials. The City also reserves the right not to enter into any contract as a result of this RFP.

Questions regarding this solicitation may be directed to Ashley Wagner, Purchasing Agent, via telephone (865) 380-4822 or e-mail [awagner@cityofalcoa-tn.gov](mailto:awagner@cityofalcoa-tn.gov). Any questions regarding this RFP shall be submitted no later than 48 hours prior to the bid deadline.

This solicitation has been developed in accordance with Title VI of the Civil Rights Act of 1964 which provides that no person shall, on the grounds of race, sex, age, national origin, or disabling condition, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Thank you in advance for your interest in doing business with the City of Alcoa.

Sincerely,

Purchasing Agent

**CITY OF ALCOA  
INSTRUCTIONS TO BIDDERS**

The following information should be shown on the outside of the envelope or in the content of the email:

**BID FOR:** 25070 - Powerline ROW Vegetation Herbicidal Treatment– FY2025  
Supplemental Circuit Firm Price Bids (HR 224, 234, 244, 254, 264, 274)

**BID DUE:** Thursday, March 6<sup>th</sup> 2025 at 2pm

**OWNER:** City of Alcoa Electric Department

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

**STATE LICENSE NO.:** \_\_\_\_\_

**LICENSE EXPIRATION:** \_\_\_\_\_

**MONETARY LIMIT:** \_\_\_\_\_

**CLASSIFICATION:** \_\_\_\_\_

The subject line of e-mailed bids shall state “25070 – Powerline ROW Vegetation Herbicidal Treatment– FY25 Supplemental Circuit Firm Price Bid (HR 224, 234, 244, 254, 264, 274)”

Mailed or hand delivered bids shall be addressed to:

Alcoa Public Works & Engineering  
Attn. Ashley Wagner, Purchasing  
223 Associates Blvd  
Alcoa, TN 37701

All purchases are F.O.B. City of Alcoa, TN.

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

## **Bid Evaluation**

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- A. The bidder's experience, reputation, efficiency, judgment, and integrity.
- B. The quality, availability and adaptability of the requested products or services.
- C. The bidder's ability to provide future maintenance and/or services.
- D. Any other applicable factors as the City determines necessary and appropriate (which may be requested by the city prior to award).

## **Award of Contract**

The City holds the right, in its judgment, to award the contract to the bidder(s) which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in whole or in part on the bid evaluation noted above. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the City of Alcoa.

The City may elect during the term of this Contract to award one (1) or more additional contracts for right of way clearance and tree trimming via alternative contractual arrangements such as Rural Electric Association unit cutting, zone clearing, or "lump sum" trimming. Nothing contained herein shall be construed as prohibiting COA from awarding such additional contracts as it deems necessary for the continued safe operation and maintenance of its electric distribution system.

## **Laws, Permits and Regulations**

The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations, or other requirements, she/he shall promptly notify the City of Alcoa in writing.

## **Cancellation of Award**

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City. The Vendor is advised that if in the event appropriated funds are legitimately unavailable for this product in successive fiscal years, such purchase orders resulting from this bid are null and void.

## **Iran Divestment Act**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.



**STATE OF TENNESSEE  
IRAN DIVESTMENT ACT CERTIFICATION**

<b>SUBJECT CONTRACT NUMBER(S):</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON SUPPLIER IDENTIFICATION NUMBER:</b>	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

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**CONTRACTOR SIGNATURE**

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE**



**STATE OF TENNESSEE**  
**NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name</b>	<b>Phone Number / Email Address</b>

## **Summary Description:**

Furnishing labor and equipment for power line right of way and easement clearance and tree trimming as per enclosed Specifications and associated Contract Documents

## **Supplemental Bid:**

City of Alcoa is accepting bids on circuits referenced below for ROW trimming. Winning contractor can expect contract to be awarded May 1, 2025, to be completed by June 30, 2025. Interested bidders must provide additional crews to complete supplemental bids per section 9.8.

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**SPECIFICATIONS FOR  
POWER LINE RIGHT OF WAY AND EASEMENT CLEARANCE  
AND  
VEGETATION MANAGEMENT**

**REVISED:  
February 2025**

**City of Alcoa, Tennessee  
725 Universal St  
Alcoa, Tennessee 37701**

# **Specifications for Power Line Right of Way and Easement Clearance and Vegetation Management**

## **Section 1.0 Scope**

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

## **Section 2.0 Bidder's Qualifications**

- 2.1 Bids will be accepted only from well-established (no less than five (5) years previous experience) and qualified licensed contractors trained and experienced in the clearing of power line right of ways and tree trimming that have been approved by COA as a Qualified Contractor. No bid will be considered from any Contractor unless he or she is known to be skilled and has been engaged in work of a character and scope consistent with these bid specifications.
- 2.2 Bidders must show that their equipment and facilities are sufficient, and their workload so arranged as to meet the schedules called for by the Contract without relying on subcontracting any work to others. In order to aid COA in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to COA, of the Bidder's qualifications, experience and familiarity with work of the character specified and his or her financial ability to properly prosecute the proposed work to completion.

## **Section 3.0 Principles and Definitions**

- A. "COA" shall mean the City of Alcoa Electric Department or other City Department employing the services of this Contract. From time to time, COA may act under the Contract through its authorized officers and employees. The word "Owner" shall refer to COA.
- B. "Contractor" shall mean the successful Bidder to whom a Contract is awarded.
- C. "Work" and/or "Contract Work" shall refer to everything agreed to be done and furnished by the Contractor including all supervision, supplies, labor, transportation and equipment together with all responsibilities and obligations imposed by the Contract Documents.
- D. "Circuit Firm Price" shall refer to the fixed fee for all Work that is needed to cut, trim, and clear right of way for an identified circuit on COA's Transmission and/or Distribution system. Circuit work shall begin at the substation, continue pole to pole away from the substation and end at the last COA owned pole for that circuit. This Work is performed at

a fixed bid amount as awarded via the competitive bidding and bid award process.

- E. "Equipment" shall mean the trucks, trailers, tools, saws, and other apparatus and their appurtenances which are owned and operated by the Contractor and which are required to be maintained by the Contractor for the performance of the Contract in accordance with the Specifications.
- F. "Specifications" shall mean all specifications pertaining to the Work to be performed.
- G. "Contract" and/or "Agreement" shall mean the fully executed document which binds the interested parties in an agreement to fulfill all terms, conditions, and specifications pertaining thereto.
- H. "Invitation to Bid" shall be the means by which COA solicits bids from qualified contractors for Work which COA may from time to time have to be performed.
- I. "Install", "Furnish", "Provide", or words of like import shall mean the Contractor shall install, furnish, or provide, and similarly the words "Approved", "Authorized", "Required", "Satisfactory", "Acceptable", or words of like import shall mean, as applicable, approved by, authorized by, required by, satisfactory to, or acceptable to COA, unless otherwise expressly stated.
- J. "Big Tree Line" shall mean where a line of trees 8" diameter at breast height or greater exist.

#### **Section 4.0 General Requirements**

- 4.1 As applicable, bidders shall be qualified licensed contractors trained and experienced in the clearing of power line right of ways and tree trimming that have been approved by COA as a Qualified Contractor. Evidence shall include Contractor's License Certification per Section 15.0.
- 4.2 As applicable, bidders shall be trained and licensed in the handling and use of chemicals and sprays, and shall furnish evidence of the same, for foliage, basal, and tree stump applications. Evidence shall include, without being limited thereto, the Bidder's Charter Number and Pest Commercial Applicator's License Number certified in Weed Control - Right of Way and Industrial from the Tennessee Department of Agriculture, Division of Plant Industry.
- 4.3 These Specifications require that Work be performed on a firm price, hourly (crew rate/hr.) or unit rate of pay basis.
- 4.4 All motor trucks and other vehicles provided by the Contractor to perform the Work shall bear the Contractor's telephone number and shall be well marked and identified with company insignia or name designating the vehicles as property of the Contractor. The average age of all aerial lift devices and other motorized vehicles used in connection with the Contract, when considered together as a group, shall be ten (10) years or less. Rebuilt

or remanufactured vehicles shall not be considered as new vehicles with respect to age. All equipment must be maintained in such a manner as to minimize downtime. The Contractor's incurred expense and time spent repairing equipment shall not be billable. The Contractor's continued use of substandard equipment may be grounds for termination of this Contract.

- 4.5 Contractor shall observe all generally recognized safety rules (including without limitation the provisions of the National Electrical Safety Code and ANSI Z133.1 - 1994 or latest edition thereof), regulations, and methods to prevent injury to all employees and other persons or damage to property of COA or the public arising from its operations. Contractor shall observe all laws and regulations applicable to its operations including without limitation OSHA requirements, Tennessee Department of Transportation requirements, Tennessee Department of Agriculture requirements, Workmen's Compensation, Social Security payments, tax withholding payments, Contractor's License, etc.
- 4.6 Contractor shall be furnished by COA with at least one (1) two-way radio for communication with COA's dispatch and supervisory personnel and shall maintain communications acceptable to COA at all times. The Contractor shall assume all responsibility for COA's radio(s) insofar as damage or replacement is concerned during the term of this Contract. COA shall provide normal maintenance for its radio(s) at COA's sole expense. Contractor shall return to COA all radio(s) and associated COA-owned equipment in operable condition at COA's request upon completion of this Work or at such time as deemed necessary by COA.
- 4.7 Contractor shall secure from COA information as to the nature of the electric circuits involved in all cases prior to commencement of Work in each area. Contractor acknowledges that COA's electric circuits are to continue in normal operation during this Work, and Contractor shall provide and use all protective equipment necessary for the protection of its employees and to guard against interfering with the normal operation of these electric circuits.
- 4.8 Contractor shall immediately notify COA of any irregular situations observed on COA's system, including, without limitation, equipment, or facility malfunctions, actual or potential safety problems, loose or sagging guy wires, damaged conductors, leaking transformers, damaged or defective poles, and any other seemingly unusual circumstance encountered by the Contractor.
- 4.9 Contractor shall maintain a drug and alcohol-free working environment.
- 4.10 Contractor's crews shall not leave COA's service area to perform work for others without the express written approval of COA's Electric Director or his/her designee. Private work shall neither be solicited nor performed by Contractor or Contractor's employees while such employees are performing Work for COA.

## **Section 5.0 Work**

- 5.1 Contractor shall perform all Work to the complete satisfaction of COA and in accordance with all municipal, county, state, federal and other local laws, ordinances, and regulations

applicable to Work of this character and nature. All Work shall be guaranteed for one (1) calendar year from the start of work on given section/circuit per Section 6.0 and as evaluated by COA per Section 9.7. All Work performed by the Contractor is subject to inspection and approval by COA. Any Work not meeting the minimums as set forth in these Specifications, or generally accepted line clearance standards, or Work which has been falsely represented in any fashion by Contractor shall be redone by the Contractor at no (zero) cost to COA. Failure by COA to inspect Contractor's Work shall in no way operate to relieve Contractor from any obligations, liabilities, or responsibilities in connection with this Contract. Contractor shall correct any deficiencies (via re-work) of a completed circuit within thirty (30) business days upon notification from COA. If after thirty (30) business days, COA determines that the corresponding re-work is not satisfactory to COA's Specifications, COA may elect to utilize other resources to complete corresponding re-work, including but not limited to employing other contractors, and deduct cost from Contractor's payment(s) and/or performance bond(s).

- 5.2 When appropriate, 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. Contractor shall discuss with the property owner the type of Work to be performed, identifying any and all trees that need to be trimmed or removed, the disposal of logs and/or brush, any areas that need to be sprayed, and the proposed route of all vehicles and equipment traveling over the property owner's property.
- 5.3 Contractor shall certify that complaints of any nature received from property owners or public authorities resulting from this Work will receive immediate attention and that all efforts will be made to affect a prompt adjustment. If any damage is done to the property of others by Contractor's workforce, Contractor shall repair and restore at its sole expense any such property and correct any damage inflicted thereto, all to the complete satisfaction of the owner(s) of the injured property. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to COA.
- 5.4 Contractor shall secure all permits and licenses necessary for the prosecution of the Work to be performed and pay all charges and fees required for such permits and licenses.
- 5.5 The Contractor shall furnish flaggers when required by **Section 4.5** at Contractor's expense. Existing personnel may be used for traffic control provided there is no disruption in the Work of another crew. In general, the Work shall be pre-planned and closely coordinated between the Working Foreman and COA's duly authorized representative such that ample time will be available for the Contractor to provide suitable means for traffic control without the involvement of existing crew personnel.
- 5.6 The Contractor shall utilize reasonable working hours when working in proximity to residences, places of business, churches, etc. and (as applicable) shall abide by any local ordinances related to excessive noise and disturbance. Upon written request to COA, Contractor may request approval for work schedule(s) outside of COA's normal work schedule, Monday – Friday 6:30a – 5p.

## **Section 6.0 Right of Way / Easement Clearing and Tree Trimming**

- 6.1 All right of way / easement clearing and tree trimming shall be performed in accordance with COA's Specifications/Scope of Work as put forth. Trees shall be trimmed according to ANSI A300 Guidelines—Best Management Practices – Utility Pruning of Trees. This guideline shall be available at request and shall be executed in conjunction with the following COA practices:
- A. Techniques consistent with the practices of natural, lateral and drop crotch shall be utilized. All limbs shall be pruned back to the lateral. The lateral point shall be a minimum often (10) feet from all distribution lines and twenty-five (25) feet from transmission lines.
  - B. 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 deciduous 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 COA infrastructure.
  - C. Conifers should be pruned in a manner that allows them to retain as much of their natural shape as possible.
  - D. All dead branches overhanging primary lines at any height shall be removed.
  - E. A minimum of cuts should be utilized to achieve required clearances.
  - F. 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.
  - G. 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.
  - H. Precautions shall be taken to avoid stripping or the tearing of bark when cutting large diameter limbs. The three-step cutting process shall be implemented.
  - I. Where line-clearance pruning adversely alters the shape of a tree, additional pruning may be done to give the tree satisfactory shape and appearance, but in no case will trees be topped, stubbed or rounded-over.
  - J. Climbing irons or hooks shall not be used except in cases involving tree removal work, working dead trees, or during emergency rescue operations.
  - K. 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.
  - L. 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 COA 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.

- M. 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 COA before pruning. COA 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 COA and if removal is not negotiated, Contractor shall prune the tree according to contract specifications.

- 6.2 All vegetation management (cutting, trimming, mowing, spraying, etc.) shall begin at the substation and proceed in an orderly manner unless another starting point is specified by COA or requested by the Contractor and approved by COA. Contractor shall progress forward by completing all vegetation management in an entire span and moving to the next span in a linear manner. All right of ways shall be cleared to the same width as the existing clearing unless otherwise specified by COA.

- 6.3 **Minimum Clearance and Trimming Practices for 69kV COA Transmission:** Twenty-five (25) feet shall be the minimum clearance maintained between any tree / tree limb and the nearest energized conductor. All trimming within transmission right of ways will require direct coordination with COA. Where appropriate, trimming in close proximity to transmission facilities will require said transmission circuit to be de-energized for safety. De-energizing a transmission line for trimming is contingent on load and weather and will need to be coordinated in advance via forty-eight (48) hour notice from Contractor to COA. All overhanging limbs in the right of way shall be removed. Excluding compatible species in maintained areas, all brush and trees less than nine (9) inches in diameter shall be removed and all brush chipped. All trees nine (9) inches in diameter and larger located in the right of way shall be removed only at the discretion of COA and at the bid-submitted unit cost. Where applicable, the transmission right-of-way shall be mechanically cleared (i.e. mowed) utilizing a bush-hog and/or a forestry mulcher to a minimum of twenty-five (25) feet from the closest conductor or a total of fifty (50) feet unless otherwise noted on the map or drawing, and includes all trees less than twenty-one (21) inches in diameter. For mechanically cleared sections, trees larger than twenty-one (21) inches located in the right of way shall be removed only at the discretion of COA and at the bid-submitted unit cost. Mechanical equipment is not permitted in yards, farmlands containing live crops 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 COA 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.

Where COA transmission lines have distribution lines under-built on the same structures, Contractor shall also complete all trimming to comply with minimum clearance for distribution lines as described in Section 6.4 below (i.e. “minimum ten (10) feet clearance”) at the same time trimming for the minimum of twenty-five (25) feet clearance for the transmission line.

- 6.4 Minimum Clearance and Trimming Practices for 13.2kV COA Distribution:** Ten (10) feet shall be the minimum clearance maintained between any tree / tree limb and the nearest energized conductor. It is COA’s preference that all overhanging limbs are to be removed. Leaving overhanging limbs shall be at the sole discretion of COA and will only be considered in certain safe conditions per the following specifications: as best identified from the ground, overhanging limbs will only be considered to remain if the limb diameter is 6” or greater and has a minimum clearance above the conductor(s) of fifteen (15) feet or greater and is in good health. Any overhanging limbs that appear to be dead, weak, diseased, or compromised in any way and that may pose a threat to damaging COA infrastructure, shall be removed. Contractor shall inform COA of any such overhanging limb for consideration. In urban and developed areas, all trees species that will require pruning in future years less than nine (9) inches in diameter shall be removed from the right-of-way and all brush chipped, excluding compatible species that are not a threat to reaching energized facilities. All trees nine (9) inches in diameter and larger located in the right of way shall be removed only at the discretion of COA and at the bid-submitted unit cost. 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, as approved by COA. 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.

Where COA distribution lines have transmission lines over-built on the same structures, Contractor shall also complete all trimming to comply with minimum clearance for transmission lines as described in Section 6.3 above (i.e. “minimum twenty-five (25) feet clearance”) at the same time trimming for the minimum of ten (10) feet clearance for the distribution line.

- 6.5 Minimum Clearance and Trimming Practices for COA Secondary / Service Drops / Street Lights:**

- A.) Secondary: Defined as open three wire or triplex conductors that extend from COA’s primary / transformer pole to a COA owned lift pole, brush will be removed and limbs will be trimmed back to a minimum of five (5) feet on each side of pole line.
- B.) Service Drops: Defined as secondary conductors that attach to a customer owned structure, pole, etc., and act to serve an individual customer, Contractor shall NOT trim service drops.

C.) Street Lights: Defined as COA owned conductors, light fixtures, and poles acting to cast light on roadways, trails and any other public used pathways, brush will be removed and limbs shall be trimmed back to a minimum of five (5) feet each side of pole line. Trimming around street light fixtures shall be performed to eliminate any obstruction of light path to the pathway. Contractor shall NOT trim around any private / customer owned security lights.

- 6.6 Compatible species, e.g. flowering dogwood (*Cornus florida*), Eastern redbud (*Cercis canadensis*), under most circumstances will be left in COA rights-of-way. Non-compatible species, including but not limited to species such as tulip poplar (*Liriodendron tulipifera*) or Eastern white pine (*Pinus strobus*), shall be cut and removed to a width as specified in Sections 6.3, 6.4, 6.5 or to the established corridor (large tree line). Fruit trees, ornamental trees and yard trees where COA has set a precedent by trimming in the past shall be trimmed and not removed entirely without the property owner's written permission.
- 6.7 All danger trees will be marked and approved for cutting by COA, and COA will determine whether to remove or "make safe". All danger trees will be cut at the Contractor's Labor & Equipment / Unit Price rates specified in the most recent contract between said Contractor and COA.
- 6.8 Unless otherwise specified by COA, all right of way clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum remaining height of four inches for brush stubs and tree stumps. For scenarios that prevent clearing to ground line, i.e., existing fencing, right of way clearing shall be cleared at fence row elevation with cut stump treatment applied. All stubs and stumps shall be sprayed as specified in Section 7.0.
- 6.8 Brush, logs, and debris shall be handled in such a manner as to avoid obstructing roads, paths, or waterways. All maintained areas shall be cleared and left free of trimmings, cuttings, debris and/or litter. In general, unless otherwise approved by the property owner, the premises of the property owner shall be left as neat as before the Work started. No brush, and/or debris shall remain in a maintained area unless specifically requested by the property owner.
- 6.9 Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting electric service. If any such damage to wires or interruption of electric service should result, the Contractor shall immediately notify COA's Operations Dispatch of the location of such trouble. Contractor may be held responsible and charged a fee for damage that is the result of gross negligence on the part of his/her employees, especially when such damage and/or outages occur in a repetitive manner.
- 6.10 Trees fronting each side of the right of way shall be trimmed or removed unless otherwise specified. Dead trees beyond the right of way, which would strike the line in falling, shall be removed. Leaning trees beyond the right of way, which could strike the line in falling and which would require trimming if not removed, shall either be removed or trimmed, except that shade, fruit or ornamental trees shall be trimmed and not removed, unless

otherwise authorized. Vines growing on poles and wires shall be removed and cut off at ground level, with at least one (1) foot separation, and herbicides applied as specified in Section 7.0.

- 6.11 Special effort shall be made to eliminate all tree parts and growth points beneath the wires, and all weak, diseased or dead limbs above the wires which may fall or blow into them. In all cases, Contractor shall secure maximum clearance with good economy and with due regard to the rights and interests of property owners and the public. When normal clearance cannot be obtained because of property owner objections or other factors, special effort shall be made to secure a reasonable amount of temporary clearance and Contractor shall notify COA of the same.
- 6.12 Contractor shall attempt to contact the property owner at least two (2) days prior to commencement of all vegetation work. If contact cannot be made, a door hanger shall be left at the residence. However, for reasons of safety, service quality, and good economy, trees shall be trimmed to the standards as set forth in these Specifications whether or not the Contractor has been successful in its efforts to make contact with said property owner as set forth herein.
- 6.13 All brush and limbs from trimming in unmaintained areas, e.g. forest where property owner is not keeping rights-of-way cleared, shall be cut, and laid flat in the right of way or windrowed. All brush and limbs in any maintained area, e.g. edge of yard or pasture, shall be chipped on the same day the aforementioned work was performed unless permission is granted by property owner to leave for a period longer than stated in this document. Any tree that is removed in an unmaintained area shall be cut and left in a manner where the entirety of the trunk of the tree is lying against the ground. The contractor shall not chip any part of the tree that can be chipped or cut the trees into firewood length pieces for trees in unmaintained areas. In maintained areas, any part of the tree that can be chipped shall be chipped and all wood that cannot be chipped will be cut into firewood length pieces and stacked near where the tree was removed. Contractor shall not haul any wood away from a property without receiving prior approval from a COA representative.

## **Section 7.0 Use of Chemicals and Herbicides**

- 7.1 All rights of way spraying shall be performed by a certified and licensed applicator(s). The Contractor shall purchase chemicals and furnish the same to some or all crews. Upon request from COA, Contractor shall procure said chemicals and apply the same, following the manufacturer's instructions, to carefully selected areas on COA's right of ways. COA shall be consulted prior to any use of chemicals and sprays by Contractor.
- 7.2 Spraying of right of way may be done at various locations using suitable herbicide to control vegetation particular to that location. Detailed records of the applicator's name, date, location, amount and type of herbicide used shall be kept and copies furnished to COA on a routine basis or upon completion of the job. Prior to commencement of any Work involving the application of chemicals, the Contractor shall thoroughly familiarize

and inform himself of all local conditions and other factors which could or might affect chemical spraying.

- 7.3 The Contractor shall mix and apply the chemicals in accordance with the recommendations of the manufacturer, and the following general specifications:
- (a) For Foliage Application: This method shall be used only on brush over three feet in average height during the active plant growth period, generally between May 1 and September 1. Chemical mixture shall be applied to completely wet the entire leaf, stem, and trunk surface of each plant.
  - (b) For Basal Application: This method shall be used on brush of any size at any season of the year. Chemical mixture shall be applied to completely wet the entire surface of the stem or trunk from the root-crown up the stem eighteen inches, with emphasis on completely wetting the root-crown. A colored dye shall be added to chemical mixture that will allow visual inspection of the applied area.
  - (c) For Stump Application: This method shall be used on all new stumps at any season of the year. Stumps shall be sprayed as soon as practical, but always on the same day that the cutting is performed. The chemical mixture used shall be appropriate for cut stump treatment of deciduous trees / vines and shall be an industry standard or generic equivalent (i.e., Stalker (3%)/Garlon 4). Chemical mixture shall be applied in sufficient volume to completely wet the sapwood, bark area, root-crown and any exposed roots. A colored dye shall be added to the chemical mixture that will allow visual inspection of the applied area up to three (3) weeks upon application. As applicable, the cost of stump treatments shall be included in the Contractor's bid for circuit firm price.
- 7.4 No spraying shall be done within thirty (30) minutes after fog, dew, or rain sufficiently heavy to cause run-off.
- 7.5 Contractor shall not spray / apply herbicide to any portion of a line where damages to crops, orchards, or ornamental plants may result from chemical drift.
- 7.6 Contractor shall not spray / apply herbicide to National Park Service (NPS) lands or properties / residences where COA-approved Vegetation Management Agreements (VMA) exist. VMA locations and NPS lands will be reflected on the maps provided to Contractors. If Contractor encounters a property marked prohibiting herbicide or encounters a property owner that refuses herbicide treatment, Contractor shall contact COA for resolution prior to continuing work on such property.
- 7.7 Contractor shall maintain adequate buffer zones for herbicide application near and along waterways (i.e., creeks, streams, rivers, ponds, etc.).
- 7.8 COA, at its option, may direct when and where chemical application and/or chemical spraying will be used in rural areas or otherwise, but its decision to so direct or not to direct shall not relieve Contractor of its responsibilities with respect to such applications and spraying.

- 7.9 The Contractor's use of chemicals in connection with the Work shall be in strict compliance with all federal and state laws, rules and regulations which from time to time govern the use of chemicals, including but not limited to the Tennessee Hazardous Chemical Right to Know Law (T.C.A. Section 50-3-2001, et seq.), the Tennessee Hazardous Substance Act (T.C.A. Section 68-27-101, et seq.), the Tennessee Application of Pesticides Act of 1978 (T.C.A. Section 62-21-101, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.), and the Federal Hazard Communications Standard (29 CFR 1910.1200). By undertaking to perform any part of the Work in which chemicals are used, the Contractor certifies that Contractor is familiar with, has complied with, and at all times will comply with all requirements (including but not limited to those relating to training and the giving and posting of all required notices) under all of the foregoing laws, rules and regulations and further, the Contractor shall indemnify and hold harmless the City of Alcoa, COA and its directors, officers, employees and agents from and against any liability, claim, demand, cause of action of every kind and description, damage, losses and expenses, including attorney's fees through appeals, arising or resulting from the Contractor's non-compliance with or violation of any of the foregoing laws, rules or regulations.
- 7.10 Contractor shall be solely responsible for the accurate recording and submission of all forms required by the applicable regulatory agencies and other governing authorities in connection with the use of chemicals.
- 7.11 Chemical spills shall be immediately cleaned-up in a manner consistent with label restrictions, Federal and State regulations, and acceptable environmental procedures mandated by law. Any and all notifications to proper authorities in connection with such spills shall be made by the Contractor. Each crew responsible for chemical applications shall be supplied with a suitable spill response kit for cleaning-up and neutralizing spills of chemicals, all at the sole expense of the Contractor. Contractor shall insure that its employees are trained in the proper techniques for spill response and are supplied with the necessary personal protective equipment required to perform spill mitigation duties.
- 7.12 Contractor shall at all times be solely responsible for the continuous safeguarding of its workforce, including compliance with all applicable Federal, State, and local laws, together with its responsibilities for training its employees in the proper methods and use of personal protective equipment required for handling chemicals used in connection with this Work.
- 7.13 Vines growing on guy wires, poles and/or on any other COA equipment shall be removed at the ground level, with at least one (1) foot separation, and shall be treated with a COA approved herbicide immediately after cutting. Cost of herbicide treatment, including herbicide and dye, shall be included in the Contractor's bid.

## **Section 8.0 Work Assignments**

- 8.1 Work will be assigned by COA through COA's staff arborist or another COA representative with general direction given to the Contractor's General Foreman. COA will provide Contractor with system maps to facilitate routing Contractor's crews and denoting

the appropriate vegetation work desired and any associated notes and information (i.e., NPS lands / VMAs for no herbicide, unit removals, danger trees, etc.). Upon each Contract award, COA will initiate a kickoff meeting with Contractor to discuss scope of work as applicable, deliver system maps, and discuss any other relevant information as needed.

- 8.2 It shall be the responsibility of the Contractor to advise COA daily as to the location of all crews, the progress of the Work assigned, and any problems or unusual occurrences.
- 8.3 The Contractor shall submit to COA a monthly progress report using the COA-approved progress form. The monthly progress report shall be submitted with each month's corresponding invoice, as applicable. Following this report, COA shall have the option to perform a quality control inspection, per Section 9.7.

### **Section 9.0 Supervision of Work and Workmanship**

- 9.1 The Contractor shall be solely responsible for direct supervision and management of his / her crews in their completion of assigned Work and shall be solely responsible for and have control over construction means, methods, techniques, and procedures.
- 9.2 The Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of COA.
- 9.3 The contractor shall furnish a General Foreman for daily supervision of Contractor's crews. The General Foreman shall report daily to COA and receive direction and instructions from COA's authorized representative. The General Foreman shall be readily available and remain in COA's service area at all times when Contractor's crews are working. COA reserves the right to require the use of a cellular phone by the General Foreman at the Contractor's expense at all times for quick and efficient communications between COA's Operations/Dispatch personnel.
- 9.4 The Contractor shall provide and maintain continually on the site of the Work during its progress and until its completion, adequate and competent supervision of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized representative. The General Foreman or other representative of the Contractor, and who has charge of the Work thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith.
- 9.5 Whenever COA is not present on any part of the Work where COA desires to give directions, orders may be given by COA or its representative to, and shall be received and carried out by, the General Foreman who shall have charge of the particular part of the work in reference to which such orders are given.
- 9.6 The Contractor shall employ only workers who are competent to perform the Work assigned to them and who are adequately trained and experienced in performing first-class Work of the character and magnitude required by this Contract and expected of reputable Contractor's performing work similar to the Work necessary under this Contract.

- 9.7 COA may periodically review and evaluate crew performance based upon factors such as quality of work, quantity of work, clearances obtained, safety awareness, and public relations efforts. COA will utilize the form attached herewith as **Appendix “B”** in conducting these evaluations. COA shall have the right to dismiss any crew whose performance is evaluated by COA as being “unsatisfactory” and whose work is not corrected upon seven (7) days written notice. Contractor shall be notified of each crew’s rating, as determined by COA.
- 9.8 If a supplemental bid and contract is awarded within the current fiscal year, and the awarded contractor of supplemental contract is already on COA’s system executing a separate contract, that contractor must not take crews from the existing assignments to complete the supplemental contract. The contractor must provide additional crews to successfully execute completion of both contracts before the deadline of the current fiscal year.

## **Section 10.0 Charges for Work**

- 10.1 **Charges for Circuit Firm Price:** COA may seek competitive bids each fiscal year for any and all circuits that are due for cyclical trimming on COA’s current vegetation program. This Work will be awarded on a per circuit basis to individual bidders, or multiple circuits awarded to a single bidder. Circuit firm price work will be completed in two (2) phases each fiscal year. Phases shall be identified as Phase I (July 1<sup>st</sup> through December 31<sup>st</sup>), and Phase II (January 1<sup>st</sup> through June 30<sup>th</sup>). Contractors awarded multiple circuits within same phase may work each circuit simultaneously. Contractors awarded multiple circuits in different phases shall not work each circuit simultaneously without the express written consent of COA. COA may elect to stagger start dates for circuits within any phase for the purposes of reviewing Contractor’s work per Section 9.7. Charges for circuit firm price work shall be billed as a percentage complete corresponding to the bid amount and shall be submitted monthly per Section 11.2.
- 10.2 **Charges for Hourly Labor and Equipment:** COA may seek competitive bids each fiscal year for additional vegetation work on an as needed basis not related to Circuit Firm Price Work. The schedule of charges for hourly labor and equipment performed by the Contractor(s) shall be set forth by the current labor and equipment bid sheet that corresponds to the awarded Contractor(s). Hourly rates submitted by a Contractor in response to a bid request for such work shall include all charges for labor, equipment, overhead, supervision and profit. Hourly labor and equipment Work shall be billed monthly per Section 11.2.
- 10.3 **Charges for Emergency Work:** COA may from time-to-time request that Contractor(s) perform emergency work, particularly when weather has resulted in damage by trees and vegetation to the system. The Contractor shall make available its crews for emergency work as determined by COA, either day or night, weekends, holidays, or during any natural disasters such as ice or snowstorms, tornadoes and other strong storms, etc. Contractor shall furnish COA the name and telephone number of a person to contact for emergency crews. Contractor may be asked to assign additional crews to COA’s system if the

emergency is severe or of long duration. This work shall be performed on an hourly basis per Section 10.2 and shall be billed separately per Section 11.2.

- 10.4 **Charges for Unit Tree Removal:** All trees nine (9) inches in diameter and larger located in the right of way shall be removed as specified in Sections 6.3 & 6.4. This Work shall be performed during regular business hours and at the Contractor's hourly labor and equipment rates, unless prior approval is obtained by COA for Work to be performed at Contractor's overtime rates. This Work shall be billed per the awarded unit bid sheet and submitted per Section 11.2.
- 10.5 Contractor shall only bill for General Foreman's time when he/she is actively working on COA's System. Time spent by the General Foreman and/or any other billable employee over two hours working on equipment shall be non-billable. Transferring equipment to another utility or any time where the General Foreman and/or any other employee is running errands that only benefit the contractor shall be non-billable.

### **Section 11.0 Payment for Work**

- 11.1 COA shall pay Contractor in current funds for the Contractor's performance as defined in the Specifications here within, and Appendices to the Contract subject to additions and deductions as provided for in the Contract Documents. The charges as set forth herein shall cover in full all compensation claimed by Contractor arising from Contractor's performance of this work authorized under the Contract. No further compensation will be paid by COA unless authorized in writing by the Electric Director (and/or his/her designee) and approved by the City Manager of the City of Alcoa.
- 11.2 Contractor shall submit invoices monthly to COA. All invoices shall be itemized (i.e., description of work, circuit mileage / percent complete, etc.) and shall be submitted to COA within fourteen (14) days following the last day of each calendar month. If applicable, invoice(s) shall include corresponding progress report per Section 8.3. Invoices can be submitted electronically to [vegetation@cityofalcoa-tn.gov](mailto:vegetation@cityofalcoa-tn.gov) or submitted via US mail as addressed below:  
  
City of Alcoa Electric Department  
725 Universal Street  
Alcoa, Tennessee 37701  
Attention: Utility Arborist
- 11.3 Payments due will be made in full by COA to Contractor within fifteen (15) days from receipt and approval of said statement. If such payment is not approved, COA shall notify the Contractor of the reason or reasons for such non-payment within fifteen (15) days from receipt of statement.
- 11.4 Contractor acknowledges that COA is exempt from sales or use taxes as a municipality. If the Work subjects the Contractor to any use, sales, or similar taxes, the Contractor shall be responsible for the payment of any and all such taxes, as well as any and all other taxes to which the Contractor may be subject by reason of the proposed Work for COA; and the

Contractor shall have no right or claim against COA for reimbursement by reason of any such taxes.

## **Section 12.0 Indemnification**

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

## **Section 13.0 Insurance**

- 13.1 Before commencing any Work, the Contractor shall procure, maintain, and provide at its own expense, during the term of the Contract, a certificate of insurance to COA of the required insurance coverage stated herein from insurance companies duly authorized to do business in the State of Tennessee that are acceptable to COA. The certificate of insurance shall require thirty (30) days prior written notice to COA of cancellation, modification, or expiration of the insurance. Contractor shall name City of Alcoa Utilities – Electric Department, COA, its officers, directors, and employees, as additional insured regarding Commercial General Liability, Umbrella Liability and all insurance policies required hereunder with the exception of Worker’s Compensation. Contractor shall attach as **Exhibit “X”** to these Contract Documents said certificate of insurance and shall be presented before any contracted work begins.

- 13.2 Contractor's Insurance Requirements shall be as follows:

- (a) Worker’s Compensation and Employer’s Liability for each worker employed in connection with the Work under the Contract and as provided for in each and every statute applicable to Worker's Compensation. The Employer's Liability limit shall be as required by the excess liability insurer for the maintenance of coverage.
- (b) Comprehensive or Commercial General Liability and Excess or Umbrella Liability including insurance covering Work under the Contract with total coverage limits as follows:

The limits provided for Bodily Injury, Property Damage, Personal Injury, and Employer's Liability shall be \$1,000,000 per occurrence / \$2,000,000 annual aggregate and shall be unimpaired as respects any general aggregates that may apply to the insurance policy. The following coverage’s are to be provided:

- (1) Contractual Liability to cover the liability assumed by the Contractor under this Contract.

- (2) Broad Form Property Damage including completed operations.
- (3) Personal Injury Liability, covering hazard groups listed in sections (a), (b) and (c), or the equivalent.
- (c) Business Automobile Liability and Excess or Umbrella Liability with total coverage limits for Bodily Injury or Property Damage of \$1,000,000 per occurrence combined single limit for bodily injury and property damage

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

- (d) All policies shall provide COA with no less than thirty (30) days' notice of cancellation, modification, or expiration.
- (e) All policies of insurance referred to herein shall be written on an occurrence basis, unless otherwise agreed by COA in writing.

#### **Section 14.0 Performance Bond**

- 14.1 The Contractor shall furnish a surety bond, in form and substance satisfactory to COA, for the faithful performance of this Contract and for the payment of all persons performing labor in connection with this Contract. This bond must be executed by a surety company duly authorized to do business in the State of Tennessee in the amount of One Hundred Thousand Dollars, or if more, in an amount determined by COA to be equal to the estimated amount of payments due Contractor hereunder over a sixty (60) days period.
- 14.2 COA reserves the right during the term of the Contract, and Contractor agrees to deliver, an additional performance bond in such amount as may be deemed necessary by COA to provide for adequate security for the continuance of this Agreement, or as needed to satisfy the bonding requirements mandated by law.
- 14.3 This surety bond shall remain in effect at all times during the performance of this Contract and shall continue in effect for a period of twelve (12) months following expiration or termination.

#### **Section 15.0 Contractor's License Certification**

- 15.1 The Contractor shall furnish a current and valid State of Tennessee Contractor's License as required by Tennessee Code Annotated, Section 62-6-101 ET SEQ.
- 15.2 These Specifications and the related bid documents shall be subject to the requirements of Title 62, Chapter 6 (entitled "General Contractor") of the Tennessee Code Annotated, as applicable, which chapter is incorporated herein by reference.

#### **Section 16.0 Bidder's Statement**

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

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

<u>Names</u>	<u>Addresses</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Authorized Signature:  
\_\_\_\_\_

Business Address of Bidder:  
\_\_\_\_\_

Business Telephone Number:  
\_\_\_\_\_

Date at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_



## CONTRACT

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

This CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the “Contractor”), and City of Alcoa Electric Department, an agency of the City of Alcoa, Tennessee, a municipal corporation (hereinafter called “COA”), which agency is authorized to contract in its own name.

### WITNESSETH:

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

#### **1.0 Contract Documents**

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

Electric Power Line Right of Way and Easement Clearance and Vegetation Management, per COA’s **Specifications Revised April 2024** (hereinafter referred to as “Specifications”), this Contract and associated contract documents, and bid sheets for such clearance and management (hereinafter sometimes called the “Contract Work” or “Work”). The Contract Documents represent the entire agreement between the parties and supersede all prior representations, negotiations, and agreements, whether written or oral.

#### **2.0 Work of the Contract**

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

This Work shall include the following:

**(SPECIFIC VEGETATION WORK TO BE FILLED IN BY COA FOR EACH CONTRACT AWARDED)**

#### **3.0 Date of Commencement**

The date of commencement shall be the date of execution of this Contract as first listed above.

#### **4.0 Term and Termination**

- 4.1 The term of this Contract shall be from July 1, 2024, through June 30, 2025.
- 4.2 It is expressly understood that either party may terminate this Contract at any time by giving thirty (30) days written notice to the other party. Any such termination shall relieve both parties to the Contract from all liabilities arising subsequent to said termination date but shall not affect obligations incurred prior to such termination date.
- 4.3 Upon termination of this Contract, COA shall owe Contractor only the remaining and outstanding balances for work completed and approved by COA. COA shall not owe Contractor any additional amounts upon termination.
- 4.4 During any period of work stoppage by the Contractor, COA may have the Work performed as provided for elsewhere within this Contract. Any Work stoppage for a period of more than three (3) working days by Contractor shall give COA the right to immediately terminate the Contract.
- 4.5 Subject to approval by both parties, and as applicable only for hourly labor and equipment Work as needed, this Contract may be extended for up to one (1) twelve (12) month period. The rates may be adjusted via negotiation and agreed to by both parties.

#### **5.0 Payments**

COA shall pay Contractor in current funds for the Contractor's performance of the Contract as defined in the Specifications, **Section 11.0**.

#### **6.0 General Conditions**

- 6.01 The Contractor shall comply with all state, federal and local laws (including but not limited to the Occupational Health and Safety Act) which govern the work. The Contractor shall have and maintain in force at all times, and upon request shall furnish to COA proof that he or she has all licenses which are required to do the work.
- 6.02 Contractor shall not commence work under the Contract until the insurance described in **Section 13.0** of the Specifications is in force and a certificate showing proof of such insurance has been delivered to COA.
- 6.03 Should the Contractor:
  - (a) fail or refuse to begin or, once begun, not diligently proceed with the work after notice by COA to proceed; or
  - (b) violate any provision of the Contract; or
  - (c) allow any official or employee of COA or the City of Alcoa at any time to become directly or indirectly interested in the Contract through furnishing supplies or performing work hereunder;

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

- 6.04 The Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of COA.
- 6.05 The Contractor shall indemnify and hold harmless the City of Alcoa, COA and its directors, officers, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses and expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of the work, provided that any such claim, demand, cause of action, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 6.06 The Contractor is responsible for any and all tax liabilities which may be imposed under the State of Tennessee, Department of Revenue Sales and Use Tax Laws and/or applicable Federal statutes, laws, etc.
- 6.07 The Contract shall be binding upon and shall inure to the benefit of COA and the Contractor and each of their respective heirs, successors and assigns. The Contractor may not assign the Contract or subcontract any part of the work. No amendment, modification or interpretation of this Contract by COA shall be effective unless the same is in writing and executed by both parties in the same manner as this Agreement.
- 6.08 Any notices required to be provided under this Contract shall be in writing and shall be deemed properly given (a) when delivered in person or (b) when forwarded by a nationally recognized overnight courier service or certified mail, return receipt requested, to Electric Director of City of Alcoa Electric Department, 725 Universal Street, Alcoa, Tennessee 37701 on behalf of COA, or if to Contractor:

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

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

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

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

**CONTRACTOR:**

By \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

**CITY OF ALCOA**

By \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

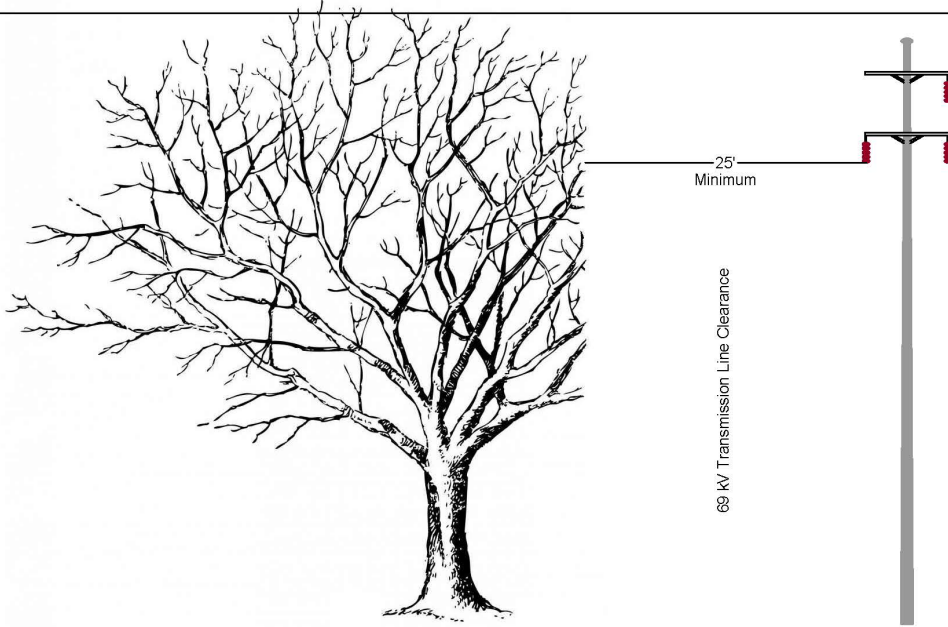






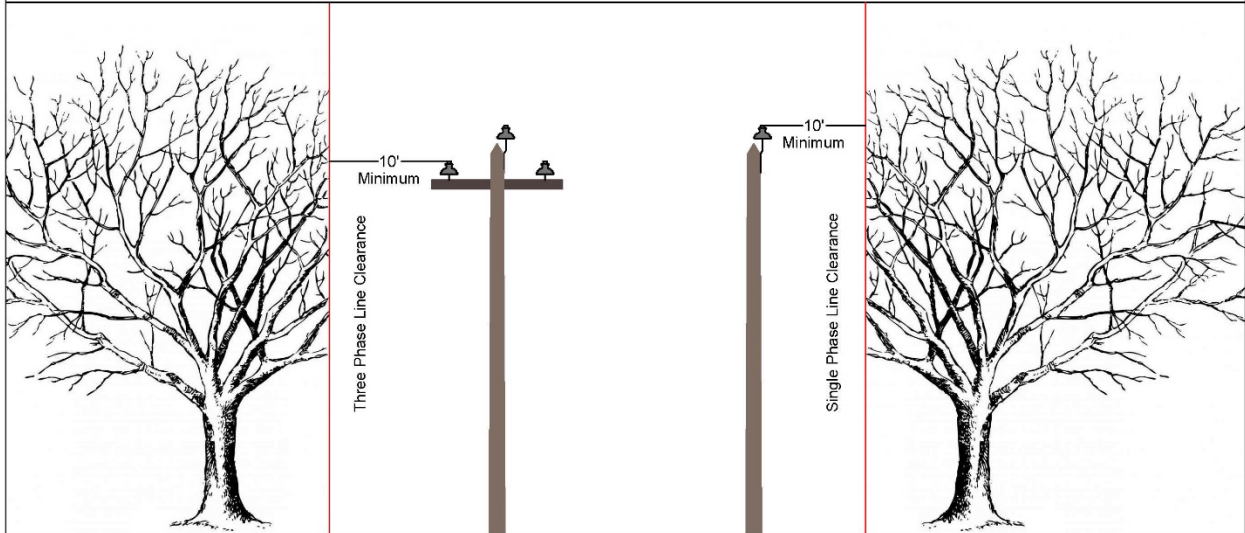
# Appendix "A"

## City of Alcoa Electric Department Minimum Line Clearance Standards For Transmission Lines



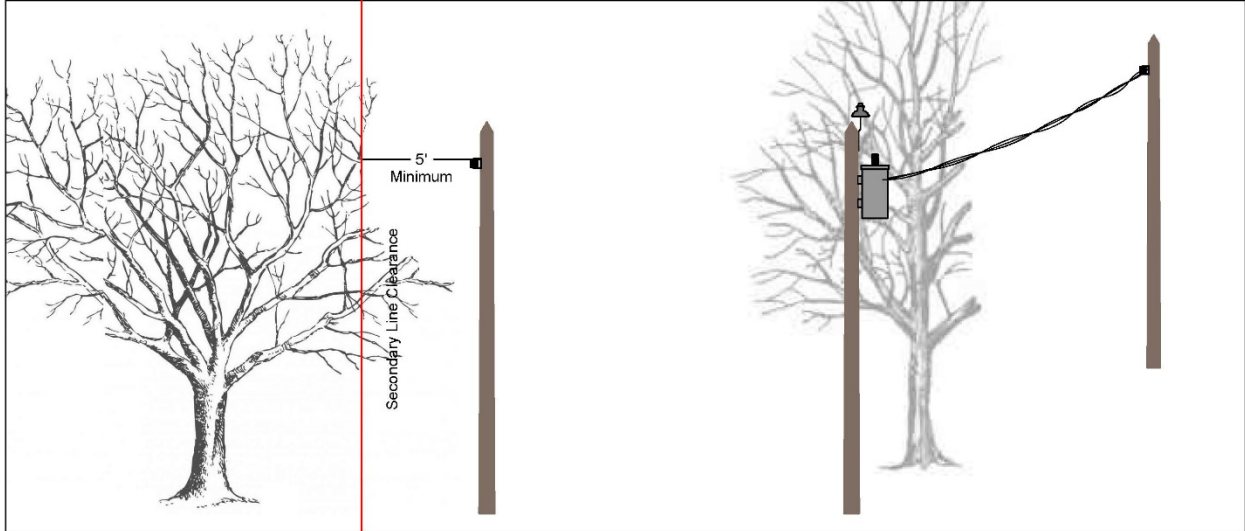
City of Alcoa Electric Dept. will utilize  
"ground to sky" trimming to maintain 25 feet of clearance from lines.

City of Alcoa Electric Department  
Minimum Line Clearance Standards  
For Distribution Circuits



City of Alcoa Electric Dept. will utilize  
"ground to sky" trimming to maintain 10 feet of clearance from lines.

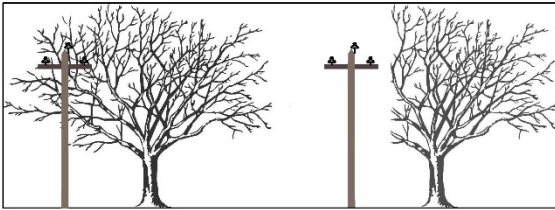
City of Alcoa Electric Department  
Minimum Line Clearance Standards  
For Secondary Lines



City of Alcoa Electric Dept. will utilize  
"ground to sky" trimming to maintain 5 feet of clearance from lines.

City of Alcoa Electric Department  
Standard Trimming Methods  
for Primary Distribution Lines

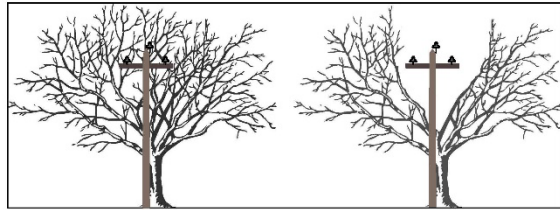
SIDE TRIMMING (GROUND TO SKY)



BEFORE

AFTER

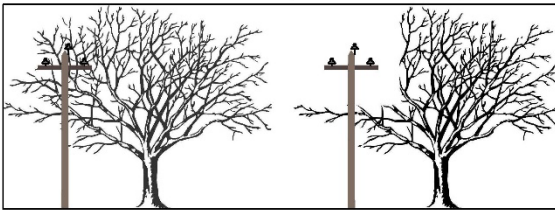
"V" TRIMMING



BEFORE

AFTER

SIDE TRIMMING ("L" TRIMMING)



BEFORE

AFTER

# Appendix "B"

## PERFORMANCE EVALUATION

Power Line Right of Way Clearance  
and  
Tree Trimming Crews

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Period Covered: \_\_\_\_\_ Foreman: \_\_\_\_\_  
 Work Location(s): \_\_\_\_\_

Area: Urban \_\_\_\_\_ Rural \_\_\_\_\_  
 Traffic Conditions: Low \_\_\_\_\_ Medium \_\_\_\_\_ High \_\_\_\_\_  
 Tree Density: Low \_\_\_\_\_ Medium \_\_\_\_\_ High \_\_\_\_\_  
 Was Stump Spray Used? Yes \_\_\_\_\_ No \_\_\_\_\_

### Scored Evaluation

	<u>Possible Points</u>	<u>Score</u>
<b>A. <u>Clearance Obtained</u></b>		
Consistently obtains contract clearance	10	_____
Attempts to remove trees rather than only trim	10	_____
Cleans Right of Way to width of original cutting	10	_____
	30	_____
<b>B. <u>Quality of Work</u></b>		
Trims trees in accordance with contract guidelines	10	_____
Leaves Right of Way with proper appearance	10	_____
Satisfies demands of property owners and public authorities	10	_____
	30	_____
<b>C. <u>Crew Performance</u></b>		
Crew members in regular attendance on job	5	_____
Equipment functions properly and efficiently	5	_____
Competency and initiative of crew personnel	5	_____
Work performed in a safe and professional manner	5	_____
	20	_____
<b>D. <u>Quantity of Work</u></b>		
Overall amount of Right of Way clearing and tree trimming worked performed	20	_____
	20	_____

**Total Grade:** A + B + C + D = \_\_\_\_\_  
**Total Score:** \_\_\_\_\_

#### Crew Rating System

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

Crew Foreman: \_\_\_\_\_  
 COAED Evaluator: \_\_\_\_\_

\*\*Always Give a Copy of the Evaluation to Crew Foreman\*\*

