

REQUEST FOR PROPOSALS
UTILITY RIGHT-OF-WAY & EASEMENT
CLEARING SERVICES



ELECTRICAL

REQUEST FOR PROPOSALS

RFP 2021-012 ELC-VMS

October 1, 2021

Request for Proposals

Purpose

The objective of this RFP is to solicit Proposals that will enable Seneca Light & Water, *herein aka SL&W*, to determine which Company and Proposal that maximizes value and best meet its need for Utility Right-of-Way and Easement Clearing Services.

1.0 GENERAL INFORMATION

1.1. **Accuracy of RFP and Related Documents**

SL&W makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information.

1.1.1. Each Responder must independently evaluate all information provided by SL&W. In addition, SL&W will not be bound by or held responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by a SL&W issued addendum. Responders may not rely on any oral statement by SL&W or its agents, advisors, or consultants.

1.1.2. If potential errors or omissions in this RFP or any other related documents are identified, the Responder should immediately notify SL&W of such potential discrepancy in writing. SL&W may issue a written addendum if clarification is determined to be necessary.

1.1.3. Each Responder requesting an interpretation will be responsible for delivering such request to SL&W's designated representative as directed in this RFP. If SL&W amends this RFP, addenda will be posted to the City of Seneca's website at www.seneca.sc.us. Responders are required to acknowledge receipt of each addendum.

1.2. **SL&W's Rights and Options**

SL&W reserves the right, at its sole discretion, to take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP that would be in the best interests of SL&W, including:

1.2.1 To supplement, amend, substitute, or otherwise modify and/or cancel this RFP, at any time.

1.2.2 To require any Responder to supplement or clarify its Proposal or provide additional information relating to its Proposals.

1.2.3 To investigate the qualifications, experience, capabilities, and financial standing of each Responder submitting a Proposal.

1.2.4 To waive any defect or irregularity in any Proposal received.

1.2.5 To reject any or all Proposals.

1.2.6 To award all, none, or any part of the Services and enter into a Contract or Agreement (see Section 8 'Utility Right-of-Way and Easement Clearing Contract Specifications') with

one or more of the Responders deemed to be in the best interest of SL&W, which may be done with or without re-solicitation.

- 1.2.7 To discuss and negotiate with any Responder(s) their Proposal terms and conditions, including but not limited to financial terms.
- 1.2.8 To terminate discussions and negotiations with any Responder at any time and for any reason.

1.3 Expense of Submittal Preparation

SL&W accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

1.4 Proposal Conditions

This RFP does not constitute an offer by SL&W. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of SL&W unless SL&W and the Responder(s) execute a Contract/Agreement.

- 1.4.2 No recommendations or conclusions from this RFP process concerning SL&W shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of South Carolina.
- 1.4.3 All materials submitted by a Responder (including the Proposal) are considered public records except for (1) material that qualifies as “trade secret” information under S.C. laws and/or (2) “personally identifiable information” protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver’s license numbers.
- 1.4.4 If any Proposal contains Trade Secrets, such items must be specifically and clearly identified by visibly separating them from the rest of the Proposal. For hard copy documents, it must be submitted in a separate, sealed envelope, marked “Confidential” or “Trade Secret/Confidential and Proprietary Information.” For electronic submissions it must also be submitted on a separate flash drive. In both hard copy and electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret materials.
- 1.4.5 Each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Responder’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in the Proposal and must specifically reference the relevant section(s) of this RFP. If the Responder provides an alternate solution when taking an exception to a requirement, the benefits of an alternative solution and impact, if any, on any part of the remainder of the Responder’s solution, must be described in detail.

1.5 **Work Performed**

Responders must provide certification of environmental standards and other environmental claims, or a formal statement signed by a senior company official.

1.5.2 Responders must be able to supply products or services containing any of the applicable environmentally preferable attributes that meet performance requirements for the City of Seneca in providing professional vegetation maintenance, herbicidal, and additional services to the Electrical Department.

1.5.3 The anticipated services will include, but not limited to tree trimming, tree removal, mowing, bush hogging, and herbicide application.

1.5.4 While SL&W is flexible with respect to certain elements of the Vegetation Management Services, it does have specific requirements and preferences.

1.6 **Award of Contract**

SL&W intends to award this project to the responsible and responsive RFP meeting these specifications and enter into a City-drafted Agreement with the successful Responder(s). **See draft of proposed agreement for services in Section 8.**

1.6.2 The Contractor(s) shall have available at all times a minimum of one (1) competent individual each who has been authorized to act in a supervisory capacity over the portion of the Services being performed at that time.

1.6.2.1 The designated individual shall be properly trained, experienced in the type of Services being performed and fully capable of managing, directing, and coordinating the Services, and receiving and carrying out direction from SL&W.

1.6.2.2 The Company shall provide experienced supervision and labor to insure proper Services.

1.6.3 Each Contractor shall be solely responsible for the safety of their Company's employees and others relative to the Company's work, procedures, materials, equipment, vehicles, and related activities.

2.0 RFP PROCEDURE

This section describes the general Request for Proposals procedure to be used by Seneca Light & Water.

2.1 **Tentative Schedule of Events**

2.1.1 Responses are due no later than **5:00 PM on Friday, October 1, 2021**; and at that time, all received packages will be opened and the names of each Responder will be read aloud.

2.1.2 Written questions may be submitted to (rlance@seneca.sc.us) no later than **1:00 PM on Thursday, September 30, 2021**.

2.2 **Submission of Response**

2.2.1 Responses may be submitted via mail, or hand delivery. Responses submitted via fax are not acceptable. Materials be submitted in a format that allows for easy removal and recycling. Proposals must also include a flash drive including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

2.2.2 All submittals shall reference SL&W Project: **RFQ 2021-012 ELC-VMS** clearly labeled on the face of the envelope, cover page, or fax sheet. Please allow sufficient delivery time to ensure timely receipt. Seneca Light & Water is not responsible for submittals delayed by mail, delivery services, or faulty electronics.

Mail Address: Robert Lance
P.O. Box 4773
Seneca, SC 29679

Street Address: 251 E. North Second Street
Seneca, SC 29678

Fax Number: 864.885.6012

2.2.3 Submittals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of SL&W, as determined in the sole discretion of SL&W. All submittals received prior to the deadline for response will be kept in a secure place.

3.0 RESPONSE CONTENT

The Responder shall be sure to address each section, herein, and include all information that it feels will enable the Evaluation Committee and, ultimately, SL&W to decide. Failure of the Responder to provide specific, detailed information may result in its submittal being rejected. Any necessary exhibits or other information, including information not specifically requested by this RFQ but deemed as helpful, shall be attached to the end of the Response

3.1 **Statement of Qualification**

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. Qualifications and supplemental information should be limited to no more than twenty-five (25) pages of material, front and back included.

3.1.1 The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services. And includes the address, voice and fax numbers, and email address of the contact person or persons and an indication of who is authorized to represent the Responder in negotiations. The cover page, letter of introduction and section tabs will not be counted against the page limit.

3.1.2 Unless the Responder is an individual, all RFP submittals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the Responder to the terms of the RFP. Obligations assumed by such signature must be fulfilled.

3.1.3 Include on company letterhead a statement of qualification for your organization, including a statement of the size of firm (if the Responder is not an individual), a description of the types of services provided by your organization.

3.2 Experience & References

Include a statement of the extent of experience/history providing the services requested by this RFP. Describe your capability of performing the services requested. Such evidence includes, but is not limited to, the Respondent's demonstrated competency and experience in delivering services of a similar scope and type, in working with public and/or private customers.

3.2.1 Please include a detailed description of at least three (3) current and/or past projects.

3.2.2 Please state the number of years your company has been in business.

3.3 Quality Assurance

Describe management steps, including staffing configuration, that will be taken to ensure and provide the best quality service to the City of Seneca Light & Water. Provide assurance of the following:

3.2.1 Ability to have the necessary staff, equipment, supplies, and labor to mow grasses, cut brush, prune trees, fell variable size trees (*live, dead, or diseased*) and handle green-waste on a large project.

3.2.2 Ability to supply all labor and materials, including tools, machinery, vehicles, and any herbicide, and herbicide application equipment and/or license required to complete the work.

3.2.3 Ability to access remote locations without paved roads. Access to some locations for mechanical treatments and herbicide application is limited and may require the use of hand equipment or light machinery or cabling light equipment such as chippers down steep slopes. Some slopes may be too steep or heavily vegetated to use vehicles or equipment and will require access by foot.

3.4 Information Disclosure

Items considered confidential should be clearly marked on each part considered proprietary information.

3.4.1 The public disclosure of the contents of a Proposal or other materials submitted by a Responder is governed by the laws of S.C. Only those portions of RFPs submitted in response to an RFP properly designated as Trade Secret are not subject to disclosure.

3.4.2 Entire Proposals may not be marked as Trade Secret. Pricing may not be marked as Trade Secret. SL&W may disqualify a Responder that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

3.4.3 Each Responder agrees to indemnify, defend, and hold harmless SL&W and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Responder has designated as a Trade Secret. This includes an obligation on the part of the Responder to defend

any litigation brought by a party that has requested Proposals or other information that the Responder has marked Trade Secret.

- 3.4.4 By submitting a response you are (1) consenting to release of such materials by Seneca Light & Water (SL&W) if requested under the Freedom of Information Act without further notice to you, and (2) you agree to indemnify and hold harmless SL&W for release of such information.

4.0 EVALUATION AND SELECTION CRITERIA

4.1 **Evaluation of Responses**

All responses received will be evaluated by an RFP Evaluation Committee. The criteria used as guidelines in the evaluation will include, but not limited to, the following:

- 4.1.1 Evaluate history of Responder's ability to successfully manage other contracts with public or private agencies.
- 4.1.2 Evaluate the Responder's ability to meet a required timeline that may be set by SL&W, or another requirement.
- 4.1.3 Evaluate the Responder's personnel and equipment resources, and if locally available.

4.2 **Responder's Interview**

SL&W will shortlist firms based on the information submitted and interviews may be conducted with the shortlisted firms.

- 4.2.1 Any interviews, if required, will be conducted by the committee; and the committee will rank the most qualified firm (firms) based upon the selection criteria.
- 4.2.2 The highest ranked submittals, based on the written response to the RFQ, as well as any interviews, if scheduled, will be invited to negotiate an 'Agreement for Services' with Seneca Light & Water.

5.0 CERTIFICATES OF INSURANCE

Once selected, the firm hired to provide the services referenced in this RFP will be required to provide proof of insurance to include professional liability, workers compensation, employer's liability, general liability, and auto liability on the appropriate Accord Form prior to commencing work.

- 5.1 Submit a 'Certificate of Liability Insurance' with the City of Seneca listed as 'Certificate Holder'.
- 5.2 The certificate must be current and show 'Worker's Compensation' coverage.
- 5.3 Insurance coverage in the amount of \$1,000,000 per occurrence.
- 5.4 City of Seneca business license.
- 5.5 The policy effective and expiration dates should be within the project time frame.

6.0 RIGHT TO PROTEST

Any prospective offeror or responder, who is aggrieved in connection with this solicitation shall protest in writing to the City of Seneca within fifteen (15) days of the date of issuance of the Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual offeror or contractor, who is aggrieved in connection with the intended award or award of an agreement shall protest in writing to the City of Seneca within fifteen (15) days of the notification of intent to award or statement of award.

7.0 CONTACT INFORMATION

Robert Lance, Manager
SL&W Electrical Department
P.O. Box 4773
Seneca, South Carolina 29679-4773

Office Telephone: 863.885.6015
Fax: 864.885.6012

Email: rlance@seneca.sc.us

8.0 CONTRACT INFORMATION

Utility Right-of-Way and Easement Clearing

Contract and Specifications

Seneca Light & Water

Revised August 2021

This Contract, made and entered into this the ____ day of _____, 2021 as a Contract ending the ____ day of _____, 2022, by and between the City of Seneca Light & Water, a municipal utility doing business under the laws of the State of South Carolina, party of the first part, hereinafter referred to as "Seneca", and _____, with its principle place of business located in _____, State of _____, party of the second part, an independent contractor, hereinafter referred to as "Contractor." This project is located in Oconee County in the State of South Carolina.

Recitals

- A. Seneca desires to obtain vegetation clearance on utility rights-of-way. Work shall be pursuant to the terms and provisions pursuant to the terms and provisions of this agreement.
- B. Contractor, as an independent contractor, desires to provide vegetation clearance pursuant to the terms and provisions of this agreement. Contractor shall not sub-contract any part of this work without prior written or verbal approval from Seneca.

Scope of Work

1. The Contractor agrees to Clearing, Trimming, Mowing, etc. for utility rights-of-way of Seneca and perform all work in accordance with the conditions and agreements of this Contract and the general standards of the industry. Seneca shall request the work to be performed pursuant to this agreement, which shall include all labor, management, supervision, tools, equipment, transportation, materials, and all other services and facilities necessary for the performance of the work. Contractor shall be responsible to ensure the labor, tools, equipment, and material utilized are appropriate and sufficient to perform its obligations under this agreement.
2. The Contractor shall be responsible for all property damage and/or misapplication relating to the described work in this Contract. Contractor shall resolve all complaints and claims arising out of said work, without any cost to Seneca. Contractor shall notify Seneca within twenty-four (24) hours of all complaints and claims. A follow-up report shall be in writing.
3. Contractor shall supply Seneca with a copy of Contractor's liability insurance policies as to the public liability and property damage liability covering all operations under this Contract, limits for bodily injury or death not less than \$1,000,000 (per occurrence) for one (1) person and \$1,000,000 for each accident; for property damage, not less than \$1,000,000 for each accident and \$1,000,000 aggregate for accidents during this policy period. The Contractor, using self-propelled vehicles in connections with the Contract, is required to provide automobile liability insurance, whether owned, non-owned, or hired, public liability limits of not less than \$1,000,000 for one (1) person and \$1,000,000 for each accident; property damage limit of \$1,000,000 for each accident. The Contractor shall maintain workman's compensation insurance covering all employees in statutory limits who perform any of the obligations by the Contractor under this Contract.
4. The work shall be performed to reasonable satisfaction of Seneca. Seneca shall have the right to reject any of the work, or portion(s) thereof, by giving the Contractor written or verbal notice thereof, and having the unacceptable work completed to its satisfaction.
5. The Contractor, his agents, or employees shall conduct themselves in a professional workmanlike manner at all times. Contractor shall maintain good public relations with the property owners and the general public.

Contractor shall have authorization of any affiliates associated with Seneca in reference to utility rights-of-way clearance. The Contractor shall be responsible to contact Seneca prior to start-up of all work.

6. Contractor agrees to make reasonable efforts to comply with reasonable request of said landowners concerning the work to be performed, provided the work performed is within the specifications as hereinabove set forth. If the Contractor encounters difficulty with a landowner, it is agreed he/she shall cease work immediately on that portion of right-of-way and shall contact Seneca as soon as possible to allow Seneca an opportunity to resolve the problem. However, the Contractor shall continue to work on an adjacent section of the right-of-way until such time as Seneca is able to settle the dispute. The Contractor will return to the disputed section of the right-of-way only after settling of the dispute by Seneca and shall cut the right-of-way in accordance with Seneca's instructions and provisions of this Agreement, not in conflict with the instructions of this said Contract.

Hold Harmless Agreement

1. Contractor agrees to defend, pay on behalf of and hold harmless Seneca and its directors, officers, agents, and employees from all claims of whatsoever nature or kind, including those brought by employees of Contractor or sub-contractors, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this Contract by the Contractor, its employees, agents, and sub-contractors. Contractor agrees to defend and pay all costs in defending these claims, including attorney fees.
2. Further, Contractor agrees to maintain public liability and property damage insurance (including automobile public liability and property damage insurance) to cover the obligations set forth above. The minimum insurance limits of liability shall be \$1,000,000 bodily injury and property damage. Seneca shall receive a minimum thirty (30) day notice in the event of cancellation of insurance required by this agreement. Contractor shall furnish a certificate of insurance to Seneca showing that the above obligations and requirements are provided for by a qualified insurance carrier and showing Seneca as an additional insured on such insurance.
3. Contractor furthermore agrees to reimburse Seneca for all damages to Seneca's property by the Contractor, his agents, or employees at Seneca's cost current for material, equipment, labor, and overhead.

Hiring / Screening Requirements

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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, or national origin.
2. Screening measurements mean all applicable immigration checks (including Compliance with the Immigration Reform Control Act of 1986 and I-9 requirements), Drug and Alcohol Test, a terrorist watch database search, social security trace, all reference checks, criminal background checks including but not limited to checks for any felony convictions within the last seven (7) years and such other screening measures as a reasonable prudent employer would deem appropriate; provided that, nothing shall

- require Contractor to perform any activities that violate the federal Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964 or any other applicable law.
3. Contractor shall not permit or tolerate the introduction or use of intoxicating liquor, narcotic drugs, gambling paraphernalia at any Seneca site or during the performance of any services. Any employee or agent found in such activities shall be removed and permanently barred from Seneca property, including all sites.
 4. Contractor should test all employees involved in any accident requiring consultation with a Doctor or Medical Treatment beyond first aid, or when there is probable cause as determined by the Contractor or by Seneca.
 5. Upon receipt of the test results, Contractor shall remove from the job site any Contract employee who test positive or in any way does not comply with the Policy. Contractor shall not allow an employee who tests positive or does not comply with policy to return to Service unless Contractor has written or verbal consent from Seneca.
 6. Seneca may, at its sole discretion, upon notice to the Contractor, audit Contractor's substance abuse testing records relating to the Services. Seneca encourages Contractor's to offer employee assistance to all Employees who test positive and to have the employees to visit a Substance Abuse Professional.

Contractor Requirements

1. Contractor agrees to comply with all applicable Federal and State laws, as well as local ordinances, laws and regulations applicable to the work set forth in this Contract.
2. Contractor shall supply the means, methods, manpower, tools, equipment, and products that in his/her judgment are necessary to do the work required pursuant to this Contract. Contractor shall ensure that all equipment is safe to operate and present a positive public image. All work done by the Contractor will be under his/her control and his/her supervision and he/she shall employ and direct the actions of his/her employees. Contractor shall be responsible to Seneca solely for performance of the work required by this agreement and shall exercise his/her independent judgment in all matters concerning his/her employees, equipment and the manner and method of carrying out said required work. The Contractor, his agents, or employees shall always conduct themselves in a workmanlike manner. Failure to do so, or failure of the Contractor to remove an agent or employee not conducting himself in a workmanlike manner shall be considered a breach of this Contract.
4. Contractor shall provide and maintain all safeguards and other necessary protection for the consumer/member or public as may be required by Federal, State, and local ordinances or any other regulations, or by local conditions.
5. Term of Contract is one fiscal year following the acceptance date as understood and agreed that, notwithstanding any other provisions of this Contract, shall remain in force until terminated by either party. Commencement date shall be no later than fifteen (15) calendar days after date of acceptance of this proposal.
6. Contractor shall abide by all provisions of the Occupational Safety and Health Act of 1970 (OSHA), including any amendments thereto, and standards, rules, regulations, and orders promulgated under said Act or under any applicable agreement authorized by Section 18 of said Act for state development and enforcement of occupational safety and health standards.

7. Contractor shall not work during weekends or holidays observed by Seneca without prior consent.
8. Throughout the term of the contract, it may become necessary for the Contractor to assist Seneca in providing emergency tree clearing services. The Contractor shall provide telephone numbers to be reached on a 24-hour basis.
9. In the event of an emergency, including but not limited to a storm, Seneca shall have the right to direct the Contractor to relocate crews working on the system to areas where they are needed. All requests for crews to be released to another utility for storm work (or any other reason) must be approved by Seneca prior to relocation of any crews.
10. When severe winds, ice storms, or other conditions requiring emergency assistance, the Contractor shall provide necessary labor and equipment within 45 minutes of receiving the call-out request from Seneca. Charges for call-out work will begin when the crew reports to Seneca's reporting location and will end when the crew is released by Seneca. The Contractor shall maintain equipment, materials, and supplies in preparedness for storm or emergency work and provide emergency assistance in the manner as set forth by Seneca.
11. In case of power line flash, interruption, or damage, Seneca shall be notified immediately. If a tree should contact a distribution or transmission line, the Contractor should not remove the tree from the conductor until directed to do so by a Seneca representative.
12. The Contractor may be billed by Seneca for any unplanned outages resulting from the Contractor's actions, including the cost incurred by Seneca to repair facilities that are damaged by the Contractor's negligent action.
13. Hours of work may consist of, five (5) eight (8) hour days and/or four (4) ten (10) hour days, in which Seneca has the right to dictate. Any time above or beyond this rate, on a daily basis, that Seneca ask the Contractor for work will be considered overtime.
14. Rain days will be considered a non-productive workday and the Contractor shall not work without the consent of Seneca. A rain day is any day that Seneca determines is a safety hazard or too wet for work.

Invoicing

Maintenance

1. Seneca allows weekly invoicing. Invoices shall include the following:
 - Invoice Number
 - Circuit Number
 - Reference Seneca Work Order
 - Miles of Line cut
 - Cost per mile
 - Total cost
2. All work performed shall be invoiced per the Contractor's prices submitted in the proposal. Any change orders to this must receive prior written approval from Seneca.
3. In the event a Contractor is ask for work not included with Line Mile Cost, including but not limited to severe winds, ice storms, or other conditions requiring emergency assistance, the work shall be invoiced at Cost-Plus "time and equipment" pricing submitted.

Cost-Plus

Seneca does allow weekly invoicing. Invoice shall include the following:

- Invoice Number
- Reference Seneca Work Order
- Labor(s) Name and Position
- Labor(s) daily hours worked
- Labor(s) rate per hour
- Any and All Equipment used
- Equipment(s) daily hours used
- Equipment(s) rate per hour
- Any and All overhead cost
- Individual total cost for Labor, Equipment and Overhead
- Total cost

All work performed on this project shall be invoiced at Cost-Plus Pricing, per the Contractor's prices submitted in his/her proposal. Any change orders to this Project must receive prior written approval from Seneca.

Electric Line Clearance

1. Contractor shall provide Seneca with a copy of their Safety Manual and Regulations.
2. Contractor shall be responsible and liable for consequential or incidental damages or losses.
3. Contractor shall have at all times of service First Aid Kit and Eye Wash on minimum of one (1) truck at work site(s).
4. Contractor shall be responsible for all permits as required.
5. Crewmembers shall comply with ANSI/OSHA specifications.
6. Occasionally, low-growing Species (dogwoods, holly, etc.) have been left in the rights-of-way for aesthetic purposes. These trees should not be cut.
7. Contract Crews shall notify the right-of-way Staff of any unsafe situations to the electric facilities that are observed in the field on a daily basis. (broke pole, broke cross-arm, neutral wire down, tree laying online, etc.)
8. Seneca will provide Contractor with maps, list of circuits, and the mileages of each circuit.
9. Contractor shall have a field supervisor in the general area at all times that will be available to resolve the daily situations. Field Supervisor shall have adequate knowledge of his/her assigned task and shall have a cellular telephone for daily corresponds between him/her and Seneca.
10. Seneca reserves the right to inspect equipment/crews daily to confirm that all equipment/crews are operating correctly. Should contractor have any equipment discrepancies, work will halt until discrepancies are resolved.
11. Contractors using non-English speaking employees on the crews are required to staff a minimum of one (1) translator per crew. The translator shall speak the English language and any language needing translating fluently. This person shall remain with the crew at all times and will be the single point of

contact for communicating with property owners and the utility representative. Crew translators that are identified by Seneca that do not have the ability to speak the English language fluently will be required to shut down immediately until an approved translator has been assigned to the crew.

12. Each Crew shall be equipped with a mobile telephone at all times.
13. The Contractor shall provide one (1) Set of magnetic door signs for each truck that works on the system on a daily basis. Any vehicles used, but not limited to transportation or personal use by the Contractor or its Employees, shall remove signs or any other means used for Seneca notification. (Sign shall read *Contractor for Seneca Light & Water* and utilize the Logo).
14. Contractor will be required to perform clearance work while primary, secondary and service lines are energized unless otherwise agreed to.
15. The Contractor shall employ personnel qualified to perform the work. During time and material work, if a Seneca Representative determines the Contractor's employee to be unsatisfactory, the Contractor shall remove this employee. This does not require the Contractor to terminate the employment of any employee asked to be removed from service by Seneca.
16. Contractor shall provide qualified and trained employees and shall be the responsibility of the Contractor that only trained and qualified employees are allowed to work in proximity of any power line on the system and shall comply with all appropriate safe work practices as recommended by OSHA regarding electric utility work.
17. All pruning shall be done in accordance with ANSI A-300 standards. Pruning shall be done in such a manner as to provide an emphasis on current tree health symmetry and clearances for power lines.
18. Every effort should be made to obtain a minimum eight-year clearance cycle. All overhanging limbs, which could if broken, hinge down and contact any primary conductor, shall be trimmed back.
19. Contractor shall provide all necessary warning equipment and flagmen where required to protect the public within the work site. Traffic control is the responsibility of Contractor and shall be accomplished in conformance with State, County, and local highway construction codes.
20. Contractor shall make reasonable efforts to contact property owners before entering their property. If there are objections, a Seneca representative shall be notified. There shall be no cutting of any Right of Way, when a property owner has an objection, until a Seneca representative has been contacted.
21. Contractor shall contact property owner for obstructions that are locked/removable to be unlocked/removed. Seneca Contractor shall not cut any lock, chain or fence without the permission of property owner.

Minimum Clearance Guidelines:

Any tree not removed and under a primary power line shall be trimmed to a minimum of six feet (6') below the system neutral. A "primary line" is any line carrying more than 600 volts (*six hundred*).

- 20-feet either side of (primary) pole or centerline, unless otherwise indicated.
- 20-feet of side clearance (minimum) from any primary line
- Service drops should have a minimum of 3-feet of clearance from the line.

Disposal of Brush:

1. Contractor shall bush hog all brush or chip if bush hogging is not assessable unless property owner or Seneca representative differs. Contractor shall leave Seneca's rights-of-way assessable and free of any debris, such as brush, limbs, logs, etc.
2. Brush, limbs, debris, less than six inches (6") in established yards or residential areas shall be chipped.
3. Wood larger than six inches (6") shall be removed or left in manageable pieces for property owner to handle. If property owner is to handle, wood shall be left at or near the stump or part(s) of property that doesn't restrict owner of yard maintenance.
4. All brush cuts shall be chipped on a daily basis.
5. An "established yard" is a yard maintained by persons and/or homeowner.
6. A "rural area" is any wooded lot not maintained by persons and/or homeowner.

Removals:

1. If tree(s) are dead, unhealthy, diseased or considered in any way dangerous to power lines or public safety they shall be removed.
2. If tree(s) requested to be removed by property owner are danger to power line, can be accomplished in a reasonable time and safe manner, they can be removed.
3. Contractor should make every effort to contact property owner for removal of any tree directly under primary power lines. If contractor is denied removal he/she should make Seneca personnel aware of tree.
4. Stumps shall be cut flat or horizontal to the ground with no protruding angles. All effort shall be made to cut stumps no more than two inches (2") above ground level.
5. Contractor shall leave Seneca's Rights-of-ways accessible.
6. Danger trees are described as any dead, dying, shallow rooted, leaning or otherwise dangerous trees adjacent to the right-of-way, which in falling would strike the conductor or utility structure, shall be removed, and properly disposed, per brush disposal, of after permission has been obtained from the property owner.
7. Seneca Light & Water expectation is that every contract employee works safely. All accidents shall be reported to Seneca within twenty-four (24) hours.

First Party: Seneca Light & Water

By: _____

Title: _____

Date: _____

Witness: _____

Second Party: _____

By: _____

Title: _____

Date: _____

Witness: _____