



P.O. Box 790, 400 Hatcher Lane Elizabethton, Tennessee. 37644

## Introduction

Elizabethton Electric Department strives to provide dependable, reliable power with minimal disruptions and to ensure public safety, Routine line-clearance is essential.

Communication and dedication are required elements to make this project a success for contractor and Elizabethton Electric Department.



## Special Conditions

1. A bid meeting will be held on April 28, 2017 at 10:00 AM at the Elizabethton Electric Department.
2. Sealed bids will be received by Elizabethton Electric, P.O. Box 790, 400 Hatcher Lane, Elizabethton Tennessee 37643, on or before 10 AM April 28, 2017 and will be opened at 10:00 AM EST.  
  
\*All bids must have contractor state license number on outside of bid envelope for consideration\*
3. Elizabethton Electric Department reserves the right to accept or reject any and or all bids and waive any informality.
4. The successful bidder shall provide a bid bond of not less than 10% of the bid amount, per circuit, per contract, Payable to the Elizabethton Electric Department. The bid bond must be executed by a surety company or bank authorized to make bonds in the State of Tennessee. A performance bond shall be included in the amount of accepted bid(s) for each circuit awarded.
5. The successful bidder is required to provide professional personnel, and reliable equipment.
6. A \$750.00 penalty will be assessed for each day past the completion date that the contract is not completed, unless agreed upon in writing by the Elizabethton Electric Department.
7. Mechanical trimming and mowing is acceptable in non maintained areas but strict adherence must be used to protect the public, by use of barricades, cones, tape or other control devices that meet the Manual on Uniform traffic Control Devices.
8. Contractor shall comply with T.D.O.T. regulations. Contractor's employees shall be certified in flagging and have the skills to perform such duties.
9. Contractor shall obtain all permits required to perform work on any Cherokee National Forrest lands. Contractor will also be responsible for obtaining written permission on vegetation for removals. No trash or refuse shall be left on any property or Right of Way of public or private lands, and must be disposed of properly.

## Special Conditions continued

10. The circuits shall be completed no later than 11 months from the beginning of our physical year on July 1<sup>st</sup> 2017.

Contract may be extended for reasons not under the control of the contractor.

This shall include but not be limited to:

- Acts of God, such as weather, earthquakes, Tornados etc.

Or request made by Elizabethton Electric Department but not limited to delays in delivery caused by:

- wars,
- Labor strikes
- Inability to access construction sites and emergency situations.

After consultation with contractor, the Notice to Proceed will be issued on a date to be determined by Elizabethton Electric Department.

Failure to complete the project within the contract time will result in the assessment of liquidated damages in the amount of **SEVEN HUNDRED AND FIFTY Dollars (\$750.00) per day** for each calendar day of delay until the work is completed.

11. Contractor Shall not sublet, sell, transfer, bargain, trade, assign or dispose of any portion of contract without written consent of Elizabethton Electric Department. No subcontracts or transfer of contract shall relieve the contractor of contract and bonds as required by Tennessee law.
12. Elizabethton Electric Department shall make payment as the circuit is completed and approved by E.E.D. representative or designee.
13. Contractor shall be required to treat stumps and brush with herbicide approved by E.E.D. The herbicide will be furnished, stored, and distributed by Contractor and must meet Federal, State and local laws and be applied with chartered, qualified, licensed employees. Herbicide applications will be considered included in contract with no additional charge to E.E.D. The application must meet manufacturer's recommendation.
14. The Contractor shall provide work during regular business hours, Monday through Friday between the hours of 7:00 AM and 5:30 PM. unless approved in writing by Right of Way Coordinator.
15. All brush and debris shall be disposed of in a manner consistent with R.O.W. work with a center path of five feet in all unmaintained areas. Any brush left on Tennessee State road right of way SHALL meet TDOT specifications. All manicured, landscaped, or mowed areas, such as yards, recreation areas, fields or other maintained areas shall be kept in a manner equal to or better than before work was performed. All streams or waterways shall be clear of debris ten (10') from water's edge.

## 1. INSURANCE REQUIREMENTS

The contractor at his expense shall procure and maintain insurance during the term of this contract. The insurance company must conform to E.E.D. policies of insurance providing at a minimum the following coverage and limits:

- A. Worker's Compensation in Statutory amounts and employer's Liability with a minimum of \$ 1,000,000 per person
- B. Comprehensive General Liability including bodily injury, broad form property damage, broad form contractual liabilities, products, completed operations, personal and advertising injury, with a combined single limit of \$ 1,000,000 per occurrence.
- C. Comprehensive automobile liability, including owned, hired and non-owned automobiles, for bodily injury and property damage with a combined single limit of \$ 1,000,000 per occurrence.
- D. Elizabethton Electric Department shall be added as additional insured as set forth in B and C listed above.
- E. The Elizabethton Electric Department Shall be held HARMLESS in perpetuity for any death, injury, property damage, or any other liability, and Contractor assumes all responsibility and liability.

## TAXES

Any and all federal, state and local taxes are included in the contract price and are solely the obligation and responsibility of contractor.

## Progress

The contractor shall furnish E.E.D. with a bi monthly progress report on the current circuit being worked. This report is required. All go backs or re-works must be completed before payment will be issued. No beginning or moving on to remaining circuits till 95% of re-works is complete.

**RIGHT OF WAY**

**GUIDELINES**



**AND**

**SPECIFICATIONS**

#### PERMISSION:

It is the responsibility of the contractor manager, supervisor, general foreperson, crew foreperson or assigned permission person to obtain written permission on right of way, removals or trimming to maintain minimum approach or encroachment of trees, limbs, underbrush that is within fifteen feet horizontal of energized conductors of 1kv or greater. Service conductors will only be trimmed to lift poles at a five foot radius of line. Any customer desiring to have trees removed past lift pole may contact E.E.D. with forty eight hour notice to have line dropped at no charge for tree removal at owner's expense.

#### REMOVAL:

Removals are encouraged and preferred, all brush with a diameter at breast height (DBH) of Eight inches or less shall be removed. Any tree the contractor elects not to remove shall be trimmed or topped to meet E.E.D. specifications. Any removal in yards or manicured areas directly under open power lines greater than 1kv shall have signed permission. Stump shall be cut as low as practical and treated with herbicide.

#### TRIMMING:

Trimming shall be in accordance with American National Standards Institute A300 and contractor shall act in accordance within standards.

Trimming shall be no less than fifteen feet on either side of phase of utility power line from ground to sky. Historical preservation is the only exception. Trees meeting this criteria will be reviewed by R.O.W. Coordinator and allowance made.

Approved methods of trimming are side trimming to a supportive 3-1 limb ratio but is not limited to

Removing to trunk at branch collar of tree with no stubs left.

"L" Trimming is acceptable but shall have fifteen feet of side clearance. The bottom shall be three feet below any pole attachments. This applies to trees that are not directly under utility power lines.

Topping is permissible for trees directly under utility power line, Lateral trimming is preferred but flat topping is acceptable. Topped trees shall be three feet below the lowest utility attachment on pole.

Tree's that present a hazard such as dead, decayed or leaning shall be removed.

**Pollarding, or rounding over is prohibited.** This type of trimming is detrimental to the health of the tree, and is discouraged.

**Secondaries:**

Triplex trimming shall be done only to limbs that are in direct contact of service drop and shall be pruned or trimmed for a five foot clearance on either side, above and below.

Open Secondary Trimming shall be trimmed the same as triplex with five foot on either side, above, and below. Should open secondary be built below primary, primary trimming methods will be applied.

**Guy spans:**

Guy spans shall be free of vegetation, vine and debris, with nothing touching, laying on or leaning in close proximity to guy wires or poles.

**Chemical application:**

Contractor will furnish and apply stump treatment to removals, and brush. All applications shall be documented on chemical forms and shall show what was applied, How much was applied, weather conditions, Charter Number, applicators names and numbers. Forms shall be turned in to R.O.W. Coordinator bi-monthly. All herbicide must contain a marker dye and be suitable for areas applied. All herbicide shall be labeled to meet state and federal requirements. Chemical and used containers shall be stored used and disposed of in accordance with guidelines set forth in the label.

**Permission:**

Contact shall be made and written permission acquired before entering property. E.E.D. will assist in contact information if requested by contractor. Contractor may utilize county property maps, tax assessor, internet or other means associated, to obtain information.

**Refusals:**

Contractor shall obtain permission. When property owner refuses, contractor shall have a refusal form in place with property owner's name, address, phone number and signature. Forms shall be turned into E.E.D. R.O.W. coordinator for resolution of work.

**Wood chips:**

Contractor will be responsible for disposing of any and all wood chips. Contractor will be responsible for any and all liabilities arising out of dump sites and E.E.D. will be forever released of any and all obligations or problems associated with dump site (s) now and forever.

Contractor with equipment with global positioning satellite capabilities will provide necessary means to allow E.E.D. the ability to access equipment that is associated on property.

**Complaints:**

Contractor will answer, address and satisfy any and all complaints to their best and reasonable ability in a timely and adequate manner. In the event of any property damage, safety complaints, injuries that require more than first aid, all incidents shall be reported to R.O.W Coordinator and determination shall be made, if an investigation and corrective action plan shall be submitted to R.O.W. Coordinator.

