

## **West Point Water and Light Specifications for Line Clearing**

This specification defines the Contract Terms and Conditions for clearing limbs, branches and trees from West Point Water and Light's Electrical Distribution lines which are energized up to 13,800 Volts.

**The West Point Water and Light will be accepting sealed bids until 5:00 pm on Friday, September 10, 2010.**

**Bids should be marked "Line Clearing Bid" and may be mailed to**

West Point Water and Light  
ATTN: Superintendent  
300 Broad Street  
P. O. Box 1117  
West Point, MS 39773

Or hand Delivered to Superintendent at the Warehouse, which is located at 331 Washington Street, West Point, Mississippi.

Questions may be directed to the above mailing address or (662) 494-2262.

Hereafter, West Point Water and Light is the "Owner" and the Company that will perform the work is the "Contractor"

### **2.0 Scope of Work**

Contractor shall furnish the labor, crews, equipment and tools to perform and complete the clearing of rights-of-way for power lines ( the project) designated by Owner.

### **2.1 Description of Work**

The work to be performed on the project shall be that designated by the Owner as to the area and scope of work at each location.

The work shall be performed in accordance with the specifications of the proposed contract.

### **2.2 Definition of Crew**

A (3) man bucket crew shall consist of the following:

- A. (1) Working foreman
- B. (1) Tree trimmer

- C. (1) Laborer
- D. (1) Bucket truck
- E. (1) Chipper truck
- F. (1) Chipper
- G. (2) Chain Saws

This may be adjusted with mutual consent of Owner and Contractor to provide the proper equipment and personnel to perform the work as the task changes.

The Contractor is responsible at his cost to replace or repair any equipment that fails or becomes inoperable. If the Contractor's equipment becomes defective, the Owner shall not be liable for standby costs.

### **2.3 Means and Methods**

Contractor shall perform and complete the project with contractor's own labor and equipment and shall provide the work and be solely responsible for all the methods, techniques, sequences and procedures and for coordinating each and every portion of the work under the proposed Contract. Contractor recognizes the relation of trust and confidence established with the Owner by the proposed Contract, and shall furnish Contractor's best skill and judgment in performance of the project in the interests of the Owner.

#### **Specifications for Distribution Line Clearance**

1. The right-of-Way to be cleared shall be specified by the West Point Water and Light Department.
2. Trees adjacent to cleared right-of-way which constitutes a hazard to the wires shall be cleared as directed by West Point Water and Light Department.
3. Unless otherwise specified by West Point Water and Light Department, all cutting for existing right-of-way clearing shall be as close to the ground line as the topography and type of soil will allow, with a maximum remaining height of four inches for brush stubs and four inches for tree stumps.
4. All branches and limbs shall be pruned using the natural target pruning methods for cuts being made to the trunk of the tree. Lateral or directional pruning shall be used for all other cuts made to branches or limbs. No limb stubs without adequate branch leaders shall be left. All hanging and severed limbs shall be removed from the trees.
5. Brush and debris shall be handled in such a manner as to avoid obstructing roads, paths or waterways. Under no circumstances shall any trees or brush be piled off the right-of-way.
6. No cut material shall be left in any private or public road, woods of field road or trail.

7. No cut material shall be left in any stream, branch, or drainage ditch or any other water source.
8. 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 service. If any such trouble should result or if any guy wires or structures on the right-of-way itself are damaged or any previous damage to any part of the line or right-of-way is noted, West Point Water and Light Department shall be notified of the location of such trouble or damage as quickly as possible. Further work in the area shall be suspended until the structure or guy damage is repaired or the West Point Water and Light representative deems the damage is not critical and line clearing work can continue.
9. Individual requests by property owners for special handling of brush shall be granted where reasonable. If any doubt exists as to action to be taken, the requests shall be referred to West Point Water and Light for instructions.
10. All damaged fences, terraces and other property shall be repaired immediately.
11. Each truck and piece of equipment shall be marked as being the Contractors. Each right-of-way employee shall be in a uniform of at least a shirt with company name and logo.
12. Weekly reports shall be turned in giving a description of days worked and location.
13. Vines growing on a pole or wire shall be cut and removed from the pole.
14. As specified by West Point Water and Light, the contractor shall make special effort to secure permission and to remove any trees and underbrush within the specified right-of-way

## **2.0 Contract Price**

Owner shall pay to Contractor and Contractor shall accept, in full payment for the performance of the proposed contract, subject to any additions or deductions provided for in the proposed contract, the rates described. Each person and each piece of equipment shall have an hourly rate that includes all accessories/items needed to perform its duties including operating and maintenance items including fuel. This price is firm for the term of the proposed contract, not subject to escalation, unless otherwise agreed upon, and includes all sales, use or other similar taxes applicable to the project, if any.

## **2.1 Payment**

Contractor shall furnish Owner on a monthly basis, a bill or invoice for the previous month's work. Owner shall pay the amount or amounts due, if any as specified on bill or invoice after approval by Owner and in a timely manner. Contractor shall not be entitled to payment for any substandard work, that the Contractor was notified is substandard and has not been remediated.

### **3.0 Term of Contract**

The proposed Contract shall be for a period of one year beginning within 30 days from approval by the West Point Board of Selectmen.

A contract must be agreed to within 30 days of award to the lowest best bidder for submission to the West Point Board of Selectmen for approval or the Contractor's bid will be considered as "withdrawn".

### **4.0 Contractor's Requirements**

Contractor shall furnish management and supervision and shall keep an adequate supply of skilled workman trained to meet OSHA requirements to trim and clear trees and limbs near energized conductors. A certificate that the training was completed by a qualified trainer must be supplied for each employee prior to working near the energized distribution lines. Contractor's Bucket truck shall have an annual Dielectric test which is required to work around energized transmission lines. Contractor shall possess knowledge and skills pertaining to line clearance tree trimming industry standards. Contractor shall perform the work under the proposed Contract in accordance with the terms of the proposed Contract. Contractor acknowledges and represents that Contractor has investigated, examined, inspected, and thoroughly familiarized itself with the project and that it is thoroughly informed as to all difficulties involved in the completion of all of the project and the Owner has made no representations of any kind not contained in the proposed contract.

### **5.0 General Indemnification**

Contractor shall defend, indemnify and hold harmless the Owner, its respective directors, officers, commissioners, agents, and employees, from and against all claims, damages, losses, and expenses whatsoever, including attorney fees, arising out of or resulting from Contractor's performance of work or failure of performance under the proposed Contract. This indemnification shall extend to and include: but not limited to, any lawsuits, claims, demands, actions, or claims of damage for third persons.

### **5.1 Indemnification not Limited**

The 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 the worker's compensation acts, disability benefits acts, or other employee benefit acts.

## **5.2 Insurance**

Contractor shall purchase and maintain, at its expense, the following insurance protecting it and the Owner from claims arising out of or resulting from Contractor's performance under the proposed Contract, or anyone directly or indirectly employed by anyone for whose acts Contractor may be liable:

- A. Worker's Compensation Insurance as provided for by the laws of The State of Mississippi, including employer's liability.
- B. Comprehensive General Liability in the following amounts:
  - 1. Bodily Injury or Death Limits of not less than \$2,000,000.00 each occurrence
  - 2. Property Damage limits of not less than \$2,000,000.00 each occurrence.
  - 3. Aggregate Accidents Limits during the policy period of \$2,000,000.00
- C. Comprehensive liability covering owned, hired, and non-owned automobiles:
  - 1. Bodily Injury or death of not less than \$2,000,000.00 per person and \$2,000,000.00 per occurrence.
  - 2. Property Damage Limits of \$2,000,000.00 for each occurrence.

This requirement insurance may be in a policy or policies of insurance, primary and excess/additional coverage including umbrella or catastrophe insurance.

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## **5.4 Severability and Certificate**

All of the above policies shall list the Owner as insured with a provision for severability of interests. Prior to the commencement of work under the proposed Contract, Contractor shall furnish Owner with certificates of insurance providing evidence of the insurance required. Such certificates shall provide for thirty (30) days prior written notice to the Owner of either cancellation or material alteration of the types or amounts of insurance.

## **5.5 Contractor License**

Contractor shall have and maintain a current Contractor License issued by the State of Mississippi and shall provide proof of the license prior to commencing work.

## **6.0. Termination**

Owner shall have the right to terminate the proposed contract upon fifteen (15) days prior written notice given to Contractor if Contractor fails to fulfill the obligations and terms in

the proposed contract. If Owner shall fail to pay Contractor, in accordance with the provision of the proposed contract or default in the performance of any other provision of the proposed contract, Contractor may terminate its services under the proposed contract.

Promptly following termination by either party, Owner shall pay Contractor for all unpaid work due Contractor that is not in dispute.

### **7.0 Independent Contractor Status**

Contractor shall be and remain an independent contractor at all times with respect to work under the proposed Contract. Contractor or any of Contractor's directors, officers or employees shall be deemed in any way to be an employee(s) or agent of the Owner.

### **8.0 Employment**

During the performance of work under the "Agreement," "Contractor" agrees that there will be no discrimination against any employee or applicant for employment because of race, color, religion, or national origin.

#### **Employees**

West Point Water and Light Department reserves the right to ask for a transfer of any employee in case of incompatibility; substandard work performance or serious safety violations. In case of transfer, employee's qualifications must be submitted and approved by owner. Each employee that trims near High Voltage lines must be certified to work adjacent to Power lines in accordance with OSHA Rules and regulations.

### **9.0 Attorney's Fees and Costs**

In the event "Contractor" breaches or defaults in performance of any term or provisions of this "Agreement," "Contractor" shall be and is responsible for all attorney fees and costs incurred by the "Owner" as a result of such breach or default of the contract.

### **10.0 Miscellaneous Provisions**

The Contractor will be required to complete the attached OSHA Certification for the Employees that will be line clearing adjacent to energized distribution lines.

#### **10.1 Amendments**

The parties may amend, modify, or supplement this "Agreement" in such a manner as may be agreed upon; but only by an instrument in writing executed by both. The Contract or any term or provision may only be changed, waived, discharged, or terminated by written mutual consent of both parties, except when being terminated for cause by either party.

**10.2 Governing Law**

The proposed Contract is made in, and shall for all purposes be construed in accordance with the laws of the State of Mississippi.

**10.3 Parties Bound**

The proposed Contract shall be binding upon the parties, their respective assignees, successors, heirs, executors, and administrators unless otherwise provided.

**10.4 Violation of Laws**

All items supplied or services performed under the proposed Contract shall be in compliance with all laws, including; but not limited to, Federal, State and local laws with respect to occupational safety and health and all regulations, standards, rules, codes and all other applicable requirements.

**10.5 Notices**

Any notice, if any, required to be given by a party shall be considered properly delivered when delivered personally or sent by certified mail, postage prepaid, to the address of the other party as specified hereafter or to such other address as may be from time to time indicated in writing.

The Owner:

West Point Water and Light  
ATTN: Superintendent  
300 Broad Street  
P. O. Box 1117  
West Point, MS 39773

The Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WEST POINT WATER AND LIGHT  
Line Clearance Tree Trimming OSHA Certification

The undersigned hereby certifies that the line-clearance tree-trimming crew of

\_\_\_\_\_ (name of Contractor) meets OSHA 1910.269 standards as listed below and other standards applicable to line clearance tree-trimming operations.

**1910.269(a)(1)(i)(E)**

Line-Clearance tree-trimming operations, as follows:

**1910.269(a)(1)(i)(E)(1)** Entire 1910.269 of this part, except paragraph (r)(1) of this section, applies to line-clearance tree-trimming operations performed by qualified employees (those who are knowledgeable in the construction and operation of electric power generation, transmission, or distribution equipment involved, along with the associated hazards).

**1910.269(a)(1)(i)(E)(2)** Paragraphs (a)(2),(b),(c),(g),(k),(p),and (r) of this section apply to line-clearance tree-trimming operations performed by line-clearance tree-trimmers who are not qualified employees

**1910.269(a)(2)(i)** Employees shall be trained in and familiar with the safety-related work practices, safety procedures, and other safety requirements in this section that pertain to their respective job assignments. Employees shall also be trained in and familiar with any other safety practices, including applicable emergency procedures (such as pole top and manhole rescue), that are not specifically addressed by this section but that are related to their work and are necessary for their safety.

**1910.269(a)(2)(ii)** Qualified employees shall also be trained and competent in:

**1910.269(a)(2)(ii)(A)** The skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment,

**1910.269(a)(2)(ii)(B)** The skills and techniques necessary to determine the nominal voltage of exposed live parts,

**1910.269(a)(2)(ii)(C)** The minimum approach distance specified in this section corresponding to the voltage to which the qualified employee will be exposed, and

**1910.269(a)(2)(ii)(D)** The proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulating tools for working on or near exposed energized parts of electric equipment.

**Note:** For the purpose of this section, a person must have this training in order to be considered a qualified person.

Signature \_\_\_\_\_

TITLE \_\_\_\_\_

Date \_\_\_\_\_

Qualified Employee List:

\_\_\_\_\_  
\_\_\_\_\_