

**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**FOR**  
**POWER LINE RIGHT OF WAY CLEARANCE**  
**AND**  
**TREE TRIMMING**



**March 2026**

**Harriman Utility Board  
200 N Roane Street  
Harriman, Tennessee 37748**



## **Summary Description:**

Furnishing Labor and Equipment for Power Line Right of Way Clearance and Tree Trimming as Per Enclosed Specifications and Associated Contract Documents

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## **INVITATION FOR BIDS**

Sealed bids from pre-qualified licensed contractors will be accepted and publicly read on **April 20, 2026 at 10:00 a.m.** local time at the Harriman Utility Board (HUB) office building located at 200 N Roane Street for the supplying of services in connection with power line right of way clearance and tree trimming.

The work to be done consists generally of the supplying of all supervision, materials, labor, tools, equipment and transportation necessary to trim or remove trees, brush and perform other utility forestry services.

Prequalification documents for contractors desiring to submit a bid on this work may be obtained from the HUB office on or after **March 23, 2026**. Follow the contractor instructions and direct any questions to Wayne Bullard, Electric Superintendent at 865-882-3242 or [wbullard@hub-tn.com](mailto:wbullard@hub-tn.com). Only bids submitted by pre-qualified licensed contractors will be considered by the owner in the bid evaluation process. All decisions as to the qualifications of the bidder will be made solely by HUB and will be final.

No bidder may withdraw his or her bid for a period of thirty (30) days after date of actual bid opening without the owner's consent. The owner reserves the right to reject any or all bids and to waive any informalities or technicalities therein.

Owner: Harriman Utility Board

# **Harriman Utility Board ("HUB") - Harriman, Tennessee**

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

### **Section 1.0 Scope**

These specifications require the furnishing of all supervision, materials, labor, supplies, tools, equipment 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 HUB.

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

- 2.1 Bids will be accepted only from well established and qualified licensed contractors, trained and experienced in the clearing of power line rights of way and tree trimming, that have been approved by HUB as a prequalified Contractor. No bid will be considered from any Contractor unless they are known to be skilled and were previously 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 the use of subcontractors. In order to aid HUB in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to HUB, 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.
- 2.3 Unless previously approved, each Bidder shall submit to HUB a Contractor's Prequalification Application Form, available on HUB's website,;: [www.hub-tn.com/bids](http://www.hub-tn.com/bids), and must be subsequently approved by HUB as a Pre-qualified Contractor in order to receive a formal Invitation to Bid. HUB will only accept bids from Bidders who have been approved by HUB as a Pre-qualified Contractor.

**Section 3.0 Instructions to Bidders**

- 3.1 Bidders shall *submit in duplicate* this entire specification without the removal of any pages. Bids that are sent by U.S. Postal Service or private carrier shall be clearly marked "**BID ENVELOPE ENCLOSED**". The bid shall be sealed in a separate envelope and shall have the following information shown on the outside of the envelope:

**BID FOR: Power Line Right of Way Clearance and Tree Trimming**

**BID DUE: April 20, 2026 by 10:00 am EST**

**OWNER: Harriman Utility Board**

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

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

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

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

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

Envelope must be addressed and submitted to:

Harriman Utility Board  
ATTN: Mr. Wayne Bullard  
PO Box 434  
200 N Roane St.  
Harriman, Tennessee 37748

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

- 3.2 Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the system to become familiar with local conditions that may in any manner affect cost, progress, or performance of the work, (c) have knowledge of all federal, state and local laws, ordinances, rules and regulations affecting performance of the work, and (d) carefully correlate the Bidder's observations with the requirements of the Contract Documents.
- 3.3 Each bid shall be carefully prepared in accordance with the Specifications of the Contract Documents.

- 3.4 Each bid shall be signed by a representative of the Bidder who is authorized to make contractual obligations for the Bidder and shall give the Bidder's full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative.
- 3.5 Bids by a corporation shall be signed in the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The name of all persons signing shall also be typed or printed.
- 3.6 Bids will be opened as indicated in the Invitation for Bids.
- 3.7 HUB reserves the right to reject any and all bids, waive any and all technicalities therein, disregard all nonconforming or conditional bids, and evaluate and award bids on other than a low bid basis. By submission of a bid, Bidder thereby agrees to these stipulations and will not challenge HUB's decisions.
- 3.8 HUB may conduct such investigations as it deems prudent to establish the responsibility, qualifications, and financial ability of the Bidders. HUB's final selection of the best overall bid submitted, as determined solely by HUB, shall be based upon factors such as: financial stability of bidder; personnel experience and training; surveys of current and previous employers and previous work history with HUB; overall quality of equipment and organization; ability to adequately serve HUB with full coverage, customer responsiveness and complaint processing; employee safety training, safety compliance and procedures, including drug-free workforce initiatives, etc.
- 3.9 If the Contract is awarded, HUB will give the successful Bidder due notice of award after its Board of Directors meeting which is currently scheduled for **April 27, 2026**. Work is expected to commence on this Contract **after completion of the current scope of work for right-of-way maintenance but not before July 1, 2026** unless otherwise approved at HUB's option.
- 3.10 No Bidder may withdraw his or her bid for a period of thirty (30) days after date of actual bid opening without HUB's consent.
- 3.11 HUB may elect during the term of this Contract to award additional contracts for rights of way clearance and tree trimming via alternative contractual arrangements such as hourly rates, unit cutting, zone clearing, or lump sum cost for circuit trimming. Nothing contained herein shall be construed as prohibiting HUB from awarding such additional contracts as it deems necessary for the continued safe operation and maintenance of its electric distribution system.

#### **Section 4.0 Principles and Definitions**

- A. "HUB" shall mean Harriman Utility Board, an agent and instrumentality of the City of Harriman. From time to time, HUB may act under the Contract through its authorized officers and employees. The word "Owner" shall refer to HUB.
- B. "Contractor" shall mean the successful Bidder to whom a Contract is awarded.
- C. "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. "Equipment" shall mean the trucks, trailers, tools, saws, and other apparatus 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.
- E. "Specifications" shall mean all specifications pertaining to the Work to be performed.
- F. "Contract" shall mean the fully executed document which binds the interested parties in an Agreement to fulfill all terms, condition, and specifications pertaining thereto.
- G. "Invitation for Bids" shall be the means by which HUB solicits bids from Pre-qualified Contractors for Work which HUB may from time to time deem necessary to have performed.
- H. "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 HUB, unless otherwise expressly stated.
- I. "Prequalified Contractor" shall mean a contractor who is determined by HUB to be eligible to bid on the Work, subject to any of HUB's conditions, but such status shall not imply or infer compliance with any of the requirements of the Contract, Specifications or other Contract Documents.
- J. "Cross Country" shall refer to any Primary line, or secondary, or span of Primary line, which is inaccessible to HUB bucket trucks for general maintenance or emergency purposes.

## **Section 5.0 General Requirements**

- 5.1 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 of training and licensing is required.
- 5.2 A contract crew shall consist of all necessary personnel and all necessary tools and equipment as outlined in the Contractor's Pre-qualification Application Form, to safely and efficiently complete the work. HUB reserves the right to do any Work covered within this Contract by its own forces, to have such Work performed by other contractors, to cause such Work to be completed by other means, or to defer any Work to a future date.
- 5.3 These Specifications require that Work be performed on a lump sum cost for circuit rate of pay basis.
- 5.4 Since Contractor(s) employees come in contact with HUB customers, they shall be completely dressed in suitable clothing which shall be clean at the beginning of each day. Identification badges or other forms of identification which displays the Company's name, person's picture, position, etc. is recommended but not mandatory and must be shown to the customer upon request.
- 5.5 All motor trucks and other vehicles provided by the Contractor to perform the Work shall bear the Contractor's number and shall be well marked and identified with company insignia or name designating the vehicles as property of the Contractor. The Contractor shall be required to place stickers on all vehicles designating "**HUB CONTRACT TREE TRIMMING**". HUB shall furnish approved stickers. 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 five (5) 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. HUB shall not render payment for any charges in connection with lost productivity due to equipment failure or malfunction.
- 5.6 When convenient for HUB, the Contractor may be given permission to park vehicles and equipment on HUB property. Otherwise, Contractor shall be responsible for parking vehicles and/or storing equipment at locations other than HUB owned facilities and paying all associated costs. HUB shall not be responsible for any damage or loss of Contractor's equipment.
- 5.7 Contractor shall observe all generally recognized safety rules (including without limitation the provisions of the National Electrical Safety Code and ANSI Z133.1 - 2000 or latest edition thereof), regulations, and methods to prevent injury to all employees and other persons or damage to property of HUB 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.

- 5.8 HUB shall furnish the foreman daily with a two-way radio which has been calibrated to HUB's frequencies.
- 5.9 Contractor shall secure from HUB information as to the nature of the electric circuits involved in all cases prior to commencement of Work in each area. Contractor acknowledges that HUB'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.
- 5.10 Contractor shall immediately notify HUB of any irregular situations observed on HUB'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.
- 5.11 If, during the term of this Contact, additional hourly crews or workers are needed to perform right of way clearing, tree trimming, chemical applications, or related utility forestry services, HUB will first request such crews or workers from the Contractor then working for HUB. Should the Contractor fail to furnish additional crews or workers upon thirty (30) days written notice, HUB shall have the right to obtain additional crews or workers as provided for in this Contract.
- 5.12 Contractor shall promote a drug and alcohol free working environment.
- 5.13 Contractor(s) shall not perform or solicit any type of private tree trimming work on customer's property while actively engaged in performing work for HUB under this contract until all work on the circuit is completed.

## **Section 6.0 Work**

- 6.1 Contractor shall perform all Work to the complete satisfaction of HUB and in accordance with all municipal, county, state and other local laws, ordinances, and regulations applicable to Work of this character and nature. All Work performed by the Contractor is subject to inspection and approval by HUB. 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 HUB. Failure by HUB to inspect Contractor's Work shall in no way operate to relieve Contractor from any obligations, liabilities, or responsibilities in connection with this Contract.
- 6.2 Contractor agrees to provide adequate notice and if possible, obtain consent, 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. When property owners cannot be readily contacted, door hangers shall be left to inform them that Contractor was present to trim trees. Hangers shall contain information as Company Name, Address, Phone Number, etc. Whenever permission to do any Work cannot be obtained, such shall be promptly reported to HUB. (See also sections 7.9 and 7.10)
- 6.3 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 effect 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 HUB.
- 6.4 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.
- 6.5 Contractor shall provide and maintain sufficient crews, equipment, and resources to support continuous progress of the Work and to meet all schedule requirements set forth in this Contract, including but not limited to the requirements of Section 6.6.

Contractor shall be solely responsible for determining crew size, crew structure, equipment, and operational methods necessary to efficiently complete the Work

within the required timeframes. Such determinations shall not relieve Contractor of its obligation to meet all performance and schedule requirements established by HUB.

- 6.6 Contractor shall complete all initial lump sum circuit trimming identified in Section 12.2 within twelve (12) months of the contract start date, unless otherwise approved in writing by HUB.

Contractor shall provide and maintain sufficient crews, equipment, and resources to ensure continuous progress and timely completion of the Work within this required timeframe.

Upon completion of the initial circuits, any additional work assigned by HUB shall be performed in accordance with the schedule, priorities, and fiscal year constraints established by HUB. Contractor acknowledges that all subsequent work assignments are subject to HUB's annual budgeting and approval process as described in Section 12.2.

Contractor shall not commence work on any circuits or work scopes assigned for a subsequent fiscal year prior to July 1 of the applicable fiscal year, nor bill for such work in advance of that date, unless otherwise expressly authorized in writing by HUB.

Failure to maintain satisfactory progress or to meet the required completion schedule, as determined by HUB, shall constitute a failure to perform and may result in corrective action, including but not limited to reduction or reallocation of work, withholding of payment for incomplete or deficient work, or termination of the Contract.

## **Section 7.0 Right of Way Clearing and Tree Trimming**

- 7.1 Right of way clearing and tree trimming shall be performed on **single- and three-phase primary lines and all open wire and insulated secondary** in accordance with **Appendix "A"**. Emphasis shall be placed on removing trees rather than trimming and all bids shall anticipate removals. Where trimming only is permitted, the lateral pruning method shall be employed. Final trimming and clearing shall be as specified below and shall include the system neutral. Overhead clearance of all lines or spans shall be "ground-to-sky". Trimming is also required around power poles for unimpeded access by utility personnel.
- 7.2 Existing right of way shall be cleared to at least the same width as the original clearing unless additional clearing can be obtained as outlined below or otherwise specified by HUB. Normal width of right of way is as follows:
- Three-Phase Primary lines – 30 ft.

- Single-Phase Primary lines – 20 ft.
- Open wire/insulated secondary – 10 ft.

- 7.3 Unless otherwise specified by HUB, 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 (4) inches for brush stubs and six (6) inches for tree stumps.
- 7.4 Disposal of operation wood residue such as brush, wood, large sections of tree trunks, large limbs, wood chips, and other such products produced or generated by this operation on the HUB system shall not obstruct roads, paths, or waterways. Disposal of said residue shall be the sole responsibility of the Contractor and at approved locations. All disposal costs shall be included in the cost submitted on the HUB bid. When approved by property owners, logs and brush may be left "wind-rowed" along the outer edges of the right of way. 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. All severed limbs, brush, trunks, branches (hangers) or debris that was disturbed during the work being performed shall be removed unless prior approval of the property is given.
- 7.5 No trash (i.e., lunch sacks), containers, or other non-wood residue shall be deposited and disposed of with chips collected from tree trimming operations.
- 7.6 HUB reserves the right to divert an unspecified amount of wood residue, generated from the tree trimming operation, for use by residential, commercial, civic, and community groups in the HUB service area.
- 7.7 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 HUB of the location of such trouble.
- 7.8 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 would 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, guy wires, and equipment shall be removed and cut off at ground level and the area surrounding the pole and/or equipment shall be clear of all live climbing growth.

- 7.9 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 HUB of the same.
- 7.10 Contractor shall attempt to notify the property owner at least two (2) days prior to commencement of trimming work. Approval and/or permission will be sought in connection with the proposed trimming to be done. 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.

## **Section 8.0 Use of Chemicals and Sprays (stump application only)**

### **Section 9.0 Work Assignments**

- 9.1 Work may be assigned by HUB's duly authorized representative, through the Contractor's General Foreman.
- 9.2 The Contractor shall advise HUB daily as to the location of all crews, the progress of the Work assigned, and any problems or unusual occurrences. The Contractor shall keep a written journal of dates, and worksites, including any problems or occurrences. This journal shall be available for inspection immediately upon request by HUB representatives. HUB will provide the Contractor with necessary copies of HUB's system maps to facilitate routing crews throughout HUB's service area.
- 9.3 Contractor shall make available its crews for emergency response work as determined by HUB, day or night, weekends, holidays, or during any natural disasters such as ice or snow storms, tornadoes and other strong storms, etc. Contractor shall furnish HUB the name and telephone number of the person(s) to contact for emergency crews. Contractor may be asked to assign additional crews to HUB's system if the emergency is severe or of long duration. HUB requires said contact person(s) to carry a cell phone with active and available voicemail (24 hr.) for emergency contact purposes at the Contractor's expense.
- 9.4 Contractor shall submit to HUB a progress report at the end of each week containing the following information:
- Each crew's work location and the progress report for each crew
  - The areas sprayed and/or bush-hogged

- The quantity and type of each unit cut by each crew
- 9.5. Reasonable working hours shall be utilized for lump sum cost for circuit work. Contractor shall be free to determine working days and hours to suit his needs with the following exceptions. There shall be no work on Sunday and on HUB designated holidays (**See Section 12.9**) without approval by a designated HUB representative. In general, the normal workweek for lump sum work should consist of forty (40) productive hours between 7:00 a.m. and 6:00 p.m., Monday through Saturday, unless otherwise approved by HUB. The workday shall begin at the designated assembly location and end at the work site. Changes to an established schedule shall be by mutual agreement.
- 9.6 HUB shall not be charged for time spent on maintenance of equipment, including without limitation fueling of vehicles, oil or antifreeze changes, changing and/or sharpening of chipper blades, and other similar maintenance and repair work. HUB will not render payment for equipment that is incapable of fully performing its intended function. Minor mechanical repairs such as sharpening and adjusting chain saws shall be permitted on HUB time.
- 9.7 HUB will not pay for meals and other incidental items for Contractor's employees.

#### **Section 10.0 Supervision of Work and Workmanship**

- 10.1 Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, and procedures.
- 10.2 **Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of HUB.**
- 10.3 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, 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.
- 10.4 The General Foreman shall be equipped with a cellular telephone equipped with an active and available voice mail (24hr), **and** a two-way radio which has been calibrated to HUB's frequencies for communications with HUB at the sole expense

of the Contractor. HUB reserves the right to require the Contractor to furnish cellular telephones to each Crew Foreman/Leader at the Contractor's expense.

- 10.5 Whenever the General Foreman is not present on any part of the Work, HUB reserves the right to ask questions and receive answers from crew foreman concerning the work in progress, to provide guidance as to our desired results, to submit work tickets, or to remove the crew from this worksite completely.
- 10.6 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.
- 10.7 Prior to employing a General Foreman, Crew Foreman/Leader or other person occupying a supervisory position in connection with the Work, the Contractor shall obtain a resume from the applicant which details the educational background and Work experience of such applicant. Contractor may be asked to allow HUB to review this resume.
- 10.8 HUB will periodically review and evaluate crew performance based upon factors such as, but not limited to, quality of work, clearances obtained, safety awareness and public relations efforts.
- 10.9 Contractor may be required to attend regular progress meetings with HUB to discuss the Work of this Contract, review crew evaluations, receive information as to future work locations for planning purposes and discuss any problems in prosecuting the Work under this Contract.

## **Section 11.0 Term of Contract**

- 11.1 The term of this Agreement shall commence on July 1, 2026, and shall expire on June 30, 2029 ("Initial Term"). This agreement may be extended for up to two (2) additional one (1) year terms upon approval by the Board of HUB. Any such extensions shall be at the sole discretion of the Board and subject to satisfactory contractor performance.

This escalation rate shall apply annually beginning in the second year of the Initial Term and shall continue for each subsequent year of the Agreement, including any renewal terms.

The escalation rate shall apply uniformly to all pricing provided under this Agreement, including but not limited to lump sum circuit pricing, unit pricing, and hourly labor and equipment rates.

The proposed escalation rate shall remain fixed for the duration of the Agreement, including any renewal terms, unless otherwise approved in writing by HUB. No additional increases in pricing shall be permitted beyond the stated escalation rate.

- 11.2 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. For lump sum work, HUB reserves the right to retain the performance bond as specified in **Section 16.2**.
- 11.3 During any period of work stoppage by the Contractor's labor force, HUB 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 shall give HUB the right to immediately terminate the Contract.

#### **Section 12.0 Charges for Labor and Equipment Furnished by the Contractor**

- 12.1 Contractor to furnish crews for hourly work as identified in **Section 12.4**.
- 12.2 HUB maintains approximately 600 miles of electric distribution line and operates a vegetation management program based on a target five (5) year trimming cycle.

The circuits identified herein represent the initial work to be completed under this Contract and are intended to be performed during the first contract year. Contractor shall complete all such initial lump sum circuit trimming in accordance with the requirements set forth in this Contract.

For the remainder of the Contract term, HUB may, at its sole discretion, assign additional circuits and related vegetation management work on an annual basis. Such assignments will be based on system needs, operational priorities, and available budget.

HUB operates on a fiscal year beginning July 1. While future circuit assignments may be planned, identified, or communicated in advance, all such assignments are subject to annual budget approval. HUB shall have no obligation to assign additional work beyond the initial circuits until such budget approval is complete.

Future work is typically planned for assignment between the months of February and June; however, the timing of such planning shall not be construed as a guarantee of assignment, quantity, or continuity of work.

Notwithstanding the timing of planning or communication of future work, no work associated with a subsequent fiscal year shall be commenced, performed, or billed prior to July 1 of the applicable fiscal year, unless otherwise expressly authorized in writing by HUB. Any work performed outside of these requirements without prior written authorization from HUB shall be considered unauthorized and shall not be eligible for compensation.

Trimming on a lump sum cost per circuit basis shall begin at the locations described herein and continue in all directions to the end of circuit or open point unless otherwise directed by HUB. Trimming shall include all single- and three-phase overhead primary lines and all open wire and insulated secondary unless otherwise noted.

Please visit the link [row.hubtnmaps.com](http://row.hubtnmaps.com) to view the map of the circuits.

**LUMP SUM BID PAGE**

**Trim Circuit #1      Oakdale**

See Attached Map.

LUMP SUM COST \$ \_\_\_\_\_  
miles

Estimated Circuit Length: 115.82

**Trim Circuit #2:      Swan Pond**

See Attached Map.

LUMP SUM COST \$ \_\_\_\_\_  
miles

Estimated Circuit Length: 39.96

**Trim Circuit #3      Midtown (Pansy Hill Overhang)**

See Attached Map.

LUMP SUM COST \$ \_\_\_\_\_  
miles

Estimated Circuit Length: 0.74

**Total Lump Sum Cost (156.52 Total Miles): \_\_\_\_\_**

**Cost Per Mile (Total Lump Sum Cost/Total Miles): \_\_\_\_\_ per mile.**

**Annual Escalation Rate (%): \_\_\_\_\_**

## INDIVIDUAL TREE REMOVAL RATES

	Cut\leave	Remove brush & leave wood	Remove all, clean and rake
6"-10"	_____	_____	_____
11"-15"	_____	_____	_____
16"-20"	_____	_____	_____
21"-25"	_____	_____	_____
26"-30"	_____	_____	_____

12.3 Chemical Applications (not applicable to this contract)

12.4 Individual tree removals outside of standard circuit or right-of-way clearing shall only be performed when **identified and authorized by HUB**. Such work shall be billed in accordance with the agreed-upon **individual tree removal unit rates** included in the contract.

Contractor shall document each individual tree removal with sufficient detail, including location, size classification (if applicable), and supporting photos when requested. Billing for individual tree removals shall be submitted separately or clearly identified on invoices and must correspond to HUB-approved work orders or directives.

12.5 Hourly Crew(s)

It is anticipated that all work will be awarded on a lump sum cost per mile basis. HUB requests that Contractor also furnish labor and equipment rates for hourly work. Hourly rates may be considered as part of the overall evaluation, particularly for storm response capability.

12.6 Hourly Work

**LABOR & EQUIPMENT RATES**

	<u>Regular</u>	<u>Overtime</u>
4 x 4 pick-up truck	\$ _____	\$ _____
55' Trim Lift (w/ accessories)	\$ _____	\$ _____
70' Trim Lift (w/ accessories)	\$ _____	\$ _____
Split Dump (14 cubic yd)	\$ _____	\$ _____
Disc Chipper w/ provisions for side-discharge	\$ _____	\$ _____
4 x 4 Tractor w/ 6' Cutter	\$ _____	\$ _____
4 x 4 Spray Truck (3/4 ton) w/ 200 gallon tank and 1000' hose	\$ _____	\$ _____
Stump Grinder	\$ _____	\$ _____
Power Saw	\$ _____	\$ _____
Labor – Working Foreman/Crew Leader (Qualified Line-Clearance Arborist)	\$ _____	\$ _____
Labor – Trimmer	\$ _____	\$ _____
Labor – Worker	\$ _____	\$ _____
Labor – General Foreman	\$ _____	\$ _____

12.7 All emergency, storm, after-hours, and disaster response work shall be performed on an hourly basis using the labor and equipment rates provided in this Agreement. The rates submitted in Section 12.6 shall apply to all such work without exception and shall include all costs associated with labor, equipment, supervision, mobilization, and operations unless otherwise approved in writing by HUB. These

rates shall be subject only to the annual escalation rate proposed by the Contractor and approved by HUB. No additional premiums, surcharges, or alternative rate structures shall be permitted.

Contractor shall not bill for any work on an hourly (crew rate) basis unless such work has been **specifically requested and authorized in advance by Harriman Utility Board (HUB)**. Any hourly work performed without prior authorization from HUB shall be considered incidental to the contracted unit or circuit rates and shall not be eligible for additional compensation.

Hourly rates shall represent the full cost of labor and equipment as utilized in the field. Contractor shall not separately bill for overlapping labor, supervision, or equipment that is reasonably included as part of a standard operating crew unless specifically authorized by HUB.

Billable time shall begin when the crew arrives at the assigned work location and shall end when work ceases at that location. Travel time, mobilization, demobilization, and idle or standby time shall not be billable unless expressly authorized in writing by HUB.

- 12.8 Payment for invoices submitted by the Contractor will not be made by HUB when the minimum requirements for labor and equipment as set forth in **Section 12.6** herein are not fulfilled.
- 12.9 Contractor shall make its crews available on all of HUB's *regular* workdays. HUB will not compensate Contractor for Work performed by Contractor's forces on days observed as holidays by HUB employees, except in the event of emergency Work authorized by HUB as described herein. Contractor may provide its employees with paid holidays at its sole option and expense. When a Holiday falls on a Sunday, the following Monday shall be observed as the Holiday; and when a Holiday falls on a Saturday, the preceding Friday shall be observed as a Holiday. The days currently observed as holidays by HUB employees are as follows:
- |                  |                            |
|------------------|----------------------------|
| New Year's Day   | Martin Luther King Jr. Day |
| Good Friday      | Memorial Day               |
| Fourth of July   | Labor Day                  |
| Thanksgiving Day | Friday after Thanksgiving  |
| Christmas Eve    | Christmas Day              |
- 12.10 HUB reserves the right throughout the Contract term, in its sole discretion, to request crews and equipment on an hourly basis at the rates more fully described in **Section 12.4**.

### **Section 13.0 Payment for Work**

- 13.1 The Contractor will be compensated for trimming at the fixed rate(s) designated in the bid. As Contractor trims the circuit, estimates will be made on the amount of circuit that has been completed and HUB will issue a release for payment upon receipt of an original invoice. Contractor shall submit monthly to HUB, via email to [wbullard@hub-tn.com](mailto:wbullard@hub-tn.com) and [accountspayable@hub-tn.com](mailto:accountspayable@hub-tn.com), an original invoice of amounts due herein together with such substantiating data as may be required by HUB. This invoice shall be submitted to HUB within five (5) days following the last day of each calendar month. **HUB will not execute payment from faxed invoices.**
- 13.2 Contractor(s) shall keep accurate records of its compensation at its principal office which will be available for audit by HUB during regular office hours.
- 13.3 Payments due will be made in full by HUB to Contractor within fifteen (15) days from receipt and approval of said invoice. If such payment is not approved, HUB shall notify the Contractor of the reason or reasons for such non-payment within fifteen (15) days from receipt of invoice.
- 13.4 Contractor acknowledges that HUB is exempt from sales or use taxes as a municipality. If use of such material 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 HUB; and the Contractor shall have no right or claim against HUB for reimbursement by reason of any such taxes.

### **Section 14.0 Indemnification**

- 14.1 Contractor will indemnify and hold harmless the City of Harriman, HUB 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 HUB 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 HUB.

### **Section 15.0 Insurance**

- 15.1 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

HUB of the required insurance coverage stated in this **Section 15** from insurance companies duly authorized to do business in Tennessee that are acceptable to HUB, and shall name HUB, its officers, directors, and employees, as additional insureds. The certificate of insurance shall require thirty (30) days prior written notice to HUB of cancellation, modification, or expiration of the insurance. Contractor shall attach as **Appendix “D”** to these Contract Documents said certificate of insurance.

15.2 Contractor's Insurance Requirements shall be as follows:

- Worker’s Compensation and Employer’s Liability for every 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.
- 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 and shall be unimpaired as respects any general aggregates that may apply to the insurance policy. The following coverage is to be provided:

- Contractual Liability to cover the liability assumed by the Contractor under this Contract.
- Broad Form Property Damage including completed operations.
- Personal Injury Liability, covering hazard groups listed in Sections (a), (b) and (c), or the equivalent.
- Business Automobile Liability and Excess or Umbrella Liability with total coverage limits for Bodily Injury or Property Damage of \$1,000,000 and with Umbrella or Excess Liability coverage of \$3,000,000.

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.

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

## **Section 16.0 Performance & Bid Bonds**

- 16.1 Each Bid must be accompanied by Bid security made payable to HUB in an amount of five (5) percent of the Bidder's Total Lump Sum Cost and in the form of a Bid Bond. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required surety bond, where upon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, HUB may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of other Bidders may be retained by HUB for a period not to exceed 45 days at which time Bid security furnished by such Bidders will be returned.
- 16.2 Contractor shall furnish a surety bond, in form and substance satisfactory to HUB, 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 for **105%** of the Total Lump Sum Cost for circuit trimming.
- 16.3 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 six (6) months following expiration or term.

**Section 17.0 Contractor's License Certification**

17.1 Contractor shall furnish a State of Tennessee Contractor's License as required by Tennessee Code Annotated, Section 62-6-101 ET SEQ, certifying that he or she is a licensed contractor, in the form below:

"We, \_\_\_\_\_ (herein called the Contractor)  
of \_\_\_\_\_ County, and of \_\_\_\_\_ State, a corporation,  
hereby certify that we alone possess a current Tennessee License bearing the  
number \_\_\_\_\_, dated \_\_\_\_\_, with an expiration  
date of \_\_\_\_\_, and monetary limits of \_\_\_\_\_, and that  
said license covers the classification of work under these specifications on  
which a bid is being submitted."

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

17.2 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 18.0 Reserved**

**Section 19.0 Bidder's Statement**

- 19.1 Bidder hereby acknowledges that 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 HUB pertaining to any and all decisions made by HUB with regard to the awarding of this Contract.
  
- 19.2 The full names and addresses of all persons and parties interested in the foregoing bid as principals are as follows:

Names

Addresses

---

---

---

---

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

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

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

---

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

Date at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**AGREEMENT**

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

This AGREEMENT, made and entered into on \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Contractor"), and the Harriman Utility Board, an agency of the City of Harriman, Tennessee, a municipal corporation (hereinafter called "HUB"), which agency is authorized to contract in its own name.

**WITNESSETH:**

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

**1.0 The Contract Documents**

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 clearance and tree trimming, all per HUB's Specifications for Power Line Right of Way Clearance and Tree Trimming dated March, 2026 (hereinafter referred to as "Specifications") and associated contract documents (hereinafter sometimes called the "Contract Work"). The Contract Work shall be done in accordance with this Agreement and in accordance with the following documents (all of which, including this Agreement, are hereinafter sometimes referred to as the "Contract Documents"):

This Agreement, Bid documents and all exhibits thereto, Contractor's Prequalification Application Form, Specifications, insurance requirements, performance bond, and Contractor's license certification, which shall form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein verbatim.

Based on the results of a sealed bid opening on **April 20, 2026**, the value of this contract is \$ \_\_\_\_\_. This amount was approved by the Board on \_\_\_\_\_ and properly recorded in the meeting minutes.

The Contract Documents represent the entire agreement between the parties and supersede all prior representations, negotiations, and agreements, whether written or oral. All work performed by Contractor shall be subject to inspection by HUB, and in the discretion of HUB, a reasonable amount will be withheld for work not complying with the Contract Documents until deficiencies are corrected.

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

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

## **3.0 Date of Commencement and Substantial Completion**

The date of commencement shall be on or after July 1, 2026 unless otherwise authorized by HUB. The term of the Contract shall be as indicated in the Specifications, Section 11.1.

## **4.0 Termination**

HUB may terminate this Agreement at any time for convenience, for any or no reason, with or without cause, by giving thirty (30) days' written notice to Contractor. In the event of termination under this section, HUB shall pay Contractor for all work performed up to the date of HUB providing written notice of termination, provided that such work is delivered in accordance with the requirements of this Agreement. If HUB incurs any increased expenses or financial loss as a result of a material default by Contractor, HUB shall deduct the amount of such expense or loss from payments then due, or to become due to the Contractor under this Agreement. In case such expense exceeds the amount that would have been payable to Contractor, if the same had been completed by the Contractor, the Contractor or its sureties shall pay the amount of such excess to HUB. If the amount of such expense or loss is less than the amount payable under this Agreement had the same been completed by the Contractor, Contractor shall receive the difference after deducting the amount retained by HUB for increased expenses or financial loss.

## **5.0 Payments**

HUB shall pay Contractor in current funds for the Contractor's performance of the Contract as defined in the Specifications, Section 13.0, 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 this Agreement. No further compensation will be paid by HUB unless authorized in writing by the General Manager of Harriman Utility Board.

## **6.0 General Conditions**

6.01 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 HUB 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 15.0 of the Specifications is in force and a certificate showing proof of such insurance has been delivered to HUB.

6.03 Should the Contractor:

- fail or refuse to begin or, once begun, to diligently proceed with the work after notice by HUB to proceed; or
- violate any provision of the Contract; or
- allow any official or employee of HUB or the City of Harriman at any time to become directly or indirectly interested in the Contract through furnishing supplies or performing work here under;

then, in any of such events, HUB 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 HUB, including consequential damages, and (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 HUB. The Contractor shall pay the cost and expense of HUB's enforcement of its rights here under, including but not limited to reasonable attorney's fees.

- Contractor shall be solely responsible for and shall have control over the means, methods, techniques and procedures for doing the work. **The Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of HUB.**
- The obligations of HUB here under are payable solely from the revenues of HUB.
- Contractor shall indemnify and hold harmless the City of Harriman, HUB 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 here under. 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.

- 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.
- The Contract shall be binding upon and shall inure to the benefit of HUB 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 HUB shall be effective unless the same is in writing and signed by a duly authorized representative of HUB.
- Any notices required to be provided under this Agreement 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 Harriman Utility Board, Attn: Candace Vannasdale, Harriman Utility Board, 200 N Roane Street, PO Box 434, Harriman, Tennessee 37748 on behalf of HUB, or if to Contractor:

Name of Contractor  
 Attn: Name of Contact  
 Street Address  
 P.O. Box \_\_\_\_\_  
 City, State, Zip Code

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.

- 6.10 This Agreement 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, and is binding upon and shall inure to the benefit of the Parties, their heirs, successors, legal representatives and assigns.
- 6.11 The terms of this Agreement are contractual and not a mere recital. Each Party has full knowledge of the legal consequences of this Agreement. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom is represented by counsel, and thus this Agreement shall not be construed against the drafter hereof.
- 6.12 Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing (including by electronic mail or text message), but only by an instrument in writing signed by all Parties.
- 6.13 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee. In the event any Party institutes any action or suit to

enforce this Agreement or to secure relief from any default hereunder or breach hereof, the non-defaulting/non-breaching Party or Parties shall be entitled to recover from the defaulting/breaching Party or Parties all costs, including reasonable attorney fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein. The Parties agree that the forum for any litigation arising out of a dispute with respect to this Agreement shall be in the state courts having jurisdiction in Roane County, Tennessee.

6.14 The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

6.15 Time is of the essence with respect to this Agreement.

6.16 The individual executing this document on behalf of each Party is duly authorized to do so and to bind the respective Party hereto.

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:**

By \_\_\_\_\_

**Executive Assistant**

**HARRIMAN UTILITY BOARD**

By \_\_\_\_\_

**General Manager**

## **EXCEPTIONS**

Any and all exceptions that Bidder takes to the attached Specifications and Contract Documents shall be listed below even though the exceptions may be covered elsewhere in the bid materials. Bidder shall indicate to which items the exceptions apply or indicate no exceptions.

## **OTHER INFORMATION**

Other information requested by this Bid Specification, where space has not been provided elsewhere in these documents, shall be indicated below or attached hereto. Also, any additional information the Bidder feels pertinent to the awarding of the Contract shall be listed in this section.

## **ADDENDA**

All Addenda are incorporated, by reference, into the Contract. Failure of any Bidder to receive any Addenda shall not relieve the Bidder of any obligation with respect to his or her bid. All Addenda and modifications to the Contract Documents shall be inserted and indexed numerically in this location behind this page and herein below listed and further coordinated as instructed in each Addendum.

## **APPENDIX A**

**Included as an Attachment  
(HUB – Recurring Trimming and Right of Way Maintenance)**

Harriman Utility Board

RECURRING TRIMMING &  
RIGHT OF WAY MAINTENANCE

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HUB POLICIES

HUB-ELEC-ROW-102918-001

October 29, 2018

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## General Statement

In order to provide a reliable electrical service for its customers, as well as ensure safety considerations for the general public and its employees and contractors, the Harriman Utility Board (HUB) has adopted the following policies regarding our Recurring Trimming and Right of Way Maintenance Program.

HUB strives to provide an enduring impact on a growing community through exceptional service. An ever-present and leading threat to this mission is the growth of trees and other vegetation in proximity to electrical system infrastructure. The purpose of HUB's Recurring Trimming and Right of Way Maintenance Program is to minimize service interruption and damage to utility lines and equipment while providing safe, reliable electric service at affordable rates.

## Responsibility

All policies for the health and safety of its consumers, employees, and contractors, as well as maintenance of electrical service are given for guidance and are derived from Tennessee Code Annotated (TCA) § 29-16-124 and ANSI Z133-2011 and A300, as well as other current codes and standards as applicable. These rules and regulations are subject to change without notice when approved by the Harriman Utility Board.

## 1. Information to Customers

- a. The Harriman Utility Board may utilize its website ([www.hub-tn.com](http://www.hub-tn.com)), news media, direct mail, monthly invoices, or other appropriate media outlets to inform customers about HUB's Right of Way policies.

## 2. Authority over Right of Way

- a. The Harriman Utility Board derives its Right of Way clearance authority from Tennessee Code Annotated (TCA) § 29-16-124.
- b. Tennessee Code Annotated grants a utility the right to both use and maintain an existing line owned by the same.
- c. There is no requirement for a written or recorded easement of Right of Way
- d. Objections to Right of Way must be made by the property owner within one (1) year from the date of initial installation of the utility line in question.

## 3. Vegetation Management Schedule

- a. HUB will schedule Right of Way clearance operations based on priority derived from number of outages occurring due to vegetation and trees. This will allow HUB to advise customers requesting that trees be cut as to when the work will be performed.

## 4. Tree Replacement Program

- a. Trees that are removed during routine trimming, may be replaced at the discretion of HUB's approved representative(s).
- b. HUB and the customer will mutually agree on a re-planting site(s) that prevents future growth from interfering with electrical service lines or other infrastructure. Dogwood, Redbud and other slow growing, flowering tree species are preferred.

## 5. Tree Cutting and Trimming

- a. The purpose of HUB's Right of Way maintenance policy is to ensure electrical service to our customers. While this may require trimming or cutting of vegetation and trees at various times, it is not the intention of HUB to compete with local, commercial tree trimming and removal firms. Trimming, cutting and removal of vegetation and or trees threatening personal property remains the responsibility of the owner.

- b. Trees shall be pruned according to ANSI A300 guidelines. This standard is an International Society of Agriculture best management practice, as well as the Electric Industry standard.
- c. Methods which tend to re-direct growth away from service lines and comply with ANSI 300 include:
  - i. Cleaning-Selected removal of dead, diseased, or broken branches
  - ii. Raising-Selective pruning of lower branches to provide vertical clearance
  - iii. Crown Reduction-Selective pruning to reduce a tree's height, or crown density
- d. The lateral pruning method shall be employed by HUB and its contractors in all trimming operations performed on HUB Right of Ways (ground to sky if possible).
- e. HUB will not trim trees or vegetation above service drops as this clearance is the responsibility of the property owner. However, HUB will remove a service drop for no charge (during regular business hours) to allow owners to trim or remove trees adjacent to it.
- f. HUB will determine at its own discretion whether or not vegetation or trees pose a threat to electric service, and which approved method(s) will be employed to mitigate the threat.
- g. In the event a diseased, dying or dead tree outside of the assumed Right of Way poses an imminent threat to electric service lines, HUB will make good-faith efforts to obtain the consent of the property owner to trim or cut it down at no expense.
- h. If a property owner refuses to allow HUB access to trim or cut vegetation or trees that threaten electrical service lines, they will be respectfully asked to make arrangement with a private contractor to do so. If no such arrangement is made, and subsequent damage occurs to the electrical service line as a direct result, HUB will affect repairs to restore electrical service as required. However, these repairs will in no way make HUB liable for any property damage, or removal of any debris associated with the fallen vegetation or trees.
- i. HUB will retain sole discretion in trimming or removal of vegetation and or trees at customer request.

## 6. Clearance Guidelines

- a. Final trimming and Right of Way clearances from overhead conductor, to include the system neutral are as follows:

69 kV Line	25'	From Center Phase (Both sides)
Three Phase	15'	From Center Phase (Both sides)
Single Phase	10'	From Phase (Both sides)
Neutral Line	10'	Minimum below Neutral
Refer to illustrations in Section 7		

## 7. Debris and Clean-up

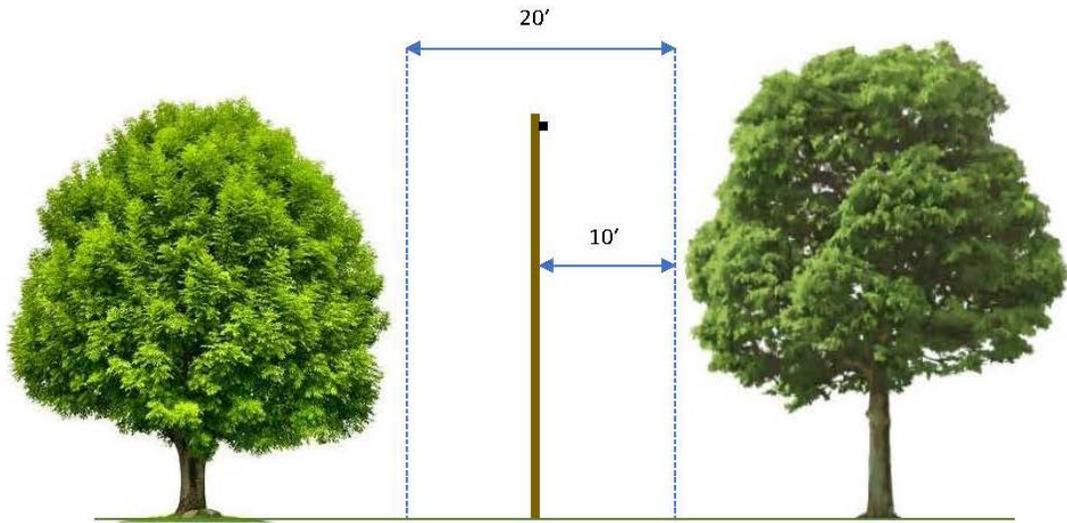
- a. Removal of debris and clean-up along Right of Ways will be conducted:
  - i. When HUB performs routine trimming or cutting at its own discretion.
  - ii. In areas currently maintained by property owners.
  - iii. Trees and limbs will be left on property that is not being currently maintained.
  - iv. Debris caused by severe weather or negligence is the customer's responsibility, not that of HUB.
  - v. HUB is not responsible for removal or clean-up of any brush, wood or debris caused by natural effects.
- b. HUB will not routinely remove limbs, brush, trunks or debris resulting from any decision to trim or remove vegetation or trees at customer request.
- c. At its sole discretion, HUB may offer to perform said removal for a mutually agreed upon charge if requested by the customer.

## 8. Herbicide Application Program

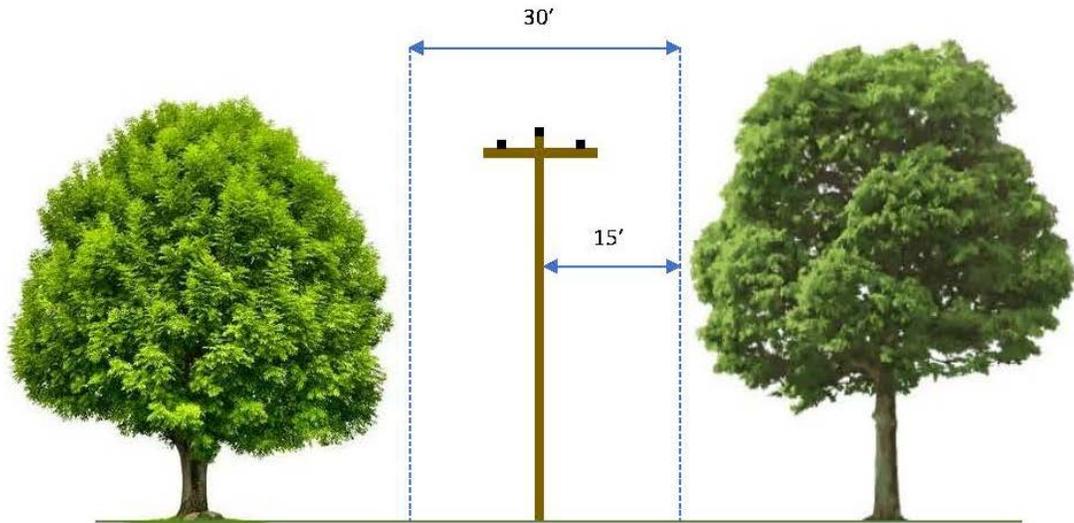
- d. Targeting tree and vegetation growth under and around electrical system lines and infrastructure is an essential element of long-term Right of Way management.
- e. Herbicide is the most cost-effective method in some areas of the system.
- f. Application of herbicides in Right of Ways shall be done in accordance with Tennessee Department of Agriculture guidelines and herbicide label directions.
- g. No herbicides will be applied without a certified applicator being present on site.

9. Minimum Line Clearance Diagrams

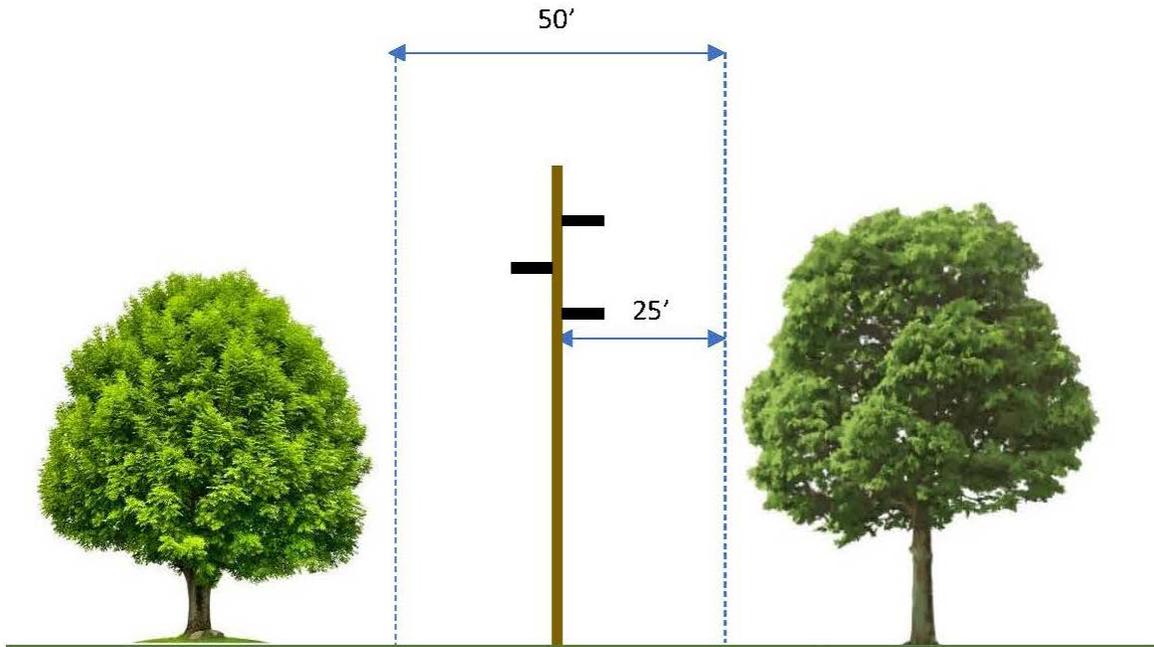
a. Minimum Line Clearance for Distribution Circuits, Single Phase:



b. Minimum Line Clearance for Distribution Circuits, Three Phase:



c. Minimum Line Clearance for Transmission Circuits, 69 kV:



## 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

		Points Possible	Score
A.)	<u>Clearance Obtained</u>		
	Consistently Obtains Contract Clearances	10	_____
	Attempts To Remove Trees Rather Than Only Trim	10	_____
	Clears Right Of Way To Width Of Original Cutting	10	_____
		30	<input style="width: 50px; height: 20px;" type="text"/>
B.)	<u>Quality Of Work</u>		
	Trims Trees In Accordance With Contract Guidelines	10	_____
	Leaves Right Of Way With Proper Appearance	10	_____
	Satisfies Demands Of Property Owners & Public Authorities	10	_____
		30	<input style="width: 50px; height: 20px;" type="text"/>
C.)	<u>Crew Performance</u>		
	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	<input style="width: 50px; height: 20px;" type="text"/>
D.)	<u>Quantity Of Work</u>		
	Overall Amount Of Right Of Way Clearing And Tree Trimming Work Performed	20	_____
		20	<input style="width: 50px; height: 20px;" type="text"/>

Total Grade:            A        +        B        +        C        +        D        =

Total Score:            \_\_\_\_\_        \_\_\_\_\_        \_\_\_\_\_        \_\_\_\_\_        \_\_\_\_\_

#### Crew Rating System

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

Crew Foreman: \_\_\_\_\_

HUB Evaluator: \_\_\_\_\_

\* Always Give Copy of Evaluation To Crew Foreman and General Foreman \*

## **APPENDIX C**

**Bidder's Answers to Prequalification Questions– To be attached by  
Contractor**

**(Not required if Bidder has already been pre-qualified)**

## **APPENDIX D**

**Certificate of Insurance – To be attached by Contractor**

## **APPENDIX E**

**Bid Bond - To be attached by Contractor**