

Bryan Texas Utilities



BRYAN TEXAS UTILITIES  
Procurement Office  
205 East 28<sup>th</sup> Street  
Bryan, TX 77803  
(979) 821-5860 fax: (979) 821-5747

REQUEST FOR BIDS  
*Bid No.077-09-09*

**Electric Utility Line Clearance Tree Pruning, Right-of-Way Clearing, and Right-of-Way Mowing**

DATE ISSUED:  
Thursday, June 18, 2009

**SEALED BIDS TO BE SUBMITTED BY:  
2:00 pm, Thursday, July 9, 2009**



## **Important Disclosure Requirements**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Bryan Texas Utilities, including affiliations and business and financial relationships such persons may have with Bryan Texas Utilities officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: <http://www.btutilities.com/news/disclosure.aspx>.

If you are unable to obtain such information online, please contact the BTU Purchasing Agent at 821-5715 or mail to: [BTUPurchasing@btutilities.com](mailto:BTUPurchasing@btutilities.com) for further assistance regarding Chapter 176.

**BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH BRYAN TEXAS UTILITIES, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.**

BRYAN TEXAS UTILITIES  
City of Bryan, Texas

**INVITATION FOR BID**

Bid Request No. 077-09-09

**Note:** This bid package contains:

- 1) Specifications, instructions, provisions, and forms for bid submission.
- 2) The LINE CLEARANCE AGREEMENT (contract) that will be signed by the successful bidder and BTU upon award of the contract.

Service: Electric Utility Line Clearance Tree Pruning, Right-of-Way Clearing, and Right-of-Way Mowing.

Date Issued: Thursday, June 18, 2009

Bid Opening:

Date/Time: Thursday, July 9, 2009 / 2:00pm

Location: BTU Building (Conference Room)

205 East 28<sup>th</sup> St. Bryan, TX 77803

Pre-Bid Conference:

Date/Time: Friday, June 26, 2009 / 1:30pm

Location: 614 Atkins St. (BTU Distribution Bldg.)

Bryan, TX 77801

Bids must be submitted by: 2:00pm, Thursday, July 9, 2009

For questions on technical information contact:

T.E. Fox, Utility Forester, Bryan Texas Utilities, (979) 821-5925 or (979) 777-8361

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## SCOPE OF BID

### Purpose

Bryan Texas Utilities (hereafter, "BTU"), a municipal electric utility owned by the City of Bryan, Texas seeks to establish a contract with a qualified utility line clearance contractor (the "Contractor") to: 1. manage vegetation on BTU's electric utility rights-of-way and, 2. clear new rights-of-way for line extensions, relocations, etc. Bids are currently being solicited from qualified contractors for supplying all labor, materials, and equipment necessary to perform the utility vegetation management (UVM) operations specified herein.

### Scope of Work

Approximately 1700 miles of 12.5 kV distribution line right-of-way and 100 miles of 69 kV/138 kV transmission line right-of-way are maintained to keep trees, shrubs, vines, and grasses from interfering with the access, operability, integrity, and safety of the systems. BTU serves the city of Bryan, Texas; most of rural Brazos County; and small areas of both Robertson and Burleson counties.

The major right-of-way maintenance requirement is scheduled line clearance (tree pruning and removal) on distribution and transmission line rights-of-way. BTU has implemented a three year pruning cycle program for all rights-of-way. Transmission line rights-of-way are generally mowed annually. Additionally, considerable new distribution right-of-way is cleared for line extensions primarily to new homes. The Contractor will provide all labor and equipment necessary for all line clearance and ROW clearing/re-clearing operations. BTU's proposed equipment and manpower requirements are specified on the BID SHEET-ANNUAL REQUIREMENTS, page 30.

### Term of Contract

The contract shall become effective subsequent to September 30, 2006 upon bid acceptance and approval by the Bryan Texas Utilities Board; completion of the attached Line Clearance Agreement; and upon receipt and approval of the successful bidder's insurance certificate, performance bond, and payment bond. The contract will expire September 30, 2012.

### Submission of Bids

For consideration, all bids shall be submitted by 2:00pm, July 9, 2009 in accordance with the terms, specifications, and conditions provided herewith, including those set forth in the accompanying Line Clearance Agreement. Bidders are required to provide the information requested on pages 29 and 30 (which will become part of the Line Clearance Agreement to be submitted by the successful bidder upon award of the contract).

Bidders are requested to submit two (2) signed copies of the bid. Submit ONLY the following pages assembled in the order shown below (all requested information provided), and either the Bid Bond (pg.13) or a bond check as specified in Notice to Bidders. (See pg. 6)

- BID REQUEST COVER SHEET (pg. 1)
- SCHEDULE OF EQUIPMENT BILLING RATES (pg. 28)

***SCOPE OF BID Continued***

- SCHEDULE OF PERSONNEL BILLING RATES (pg. 29)
- BID SHEET-ANNUAL REQUIREMENTS (pg. 30)
- CERTIFICATION OF BID (with signature) (pg. 32)

NOTE: Submit bids to the Address given in *Notice to Bidders* (pg. 6)

## NOTICE TO BIDDERS

Sealed proposals for Utility Line Clearance Tree Pruning, Right-of-Way Clearing, and Right-of-Way Mowing addressed to Bryan Texas Utilities, Attn: BTU Procurement Specialist, P.O. Box 1000, Bryan, Texas 77805 will be received until Thursday, July 9, 2009 at 2:00p.m.

Proposals will be publicly opened and read aloud at 2:00 p.m. on the same date in Conference Room of the BTU Building at 205 East 28th Street, Bryan, Texas. Any bid received after the closing time will be returned unopened.

Prospective bidders may obtain additional information regarding the contract from the Utility Forester at (979)821-5925 or (979)777-8361.

A certificate or cashier's check on a state or national bank of the state of Texas, or a Bidder's Bond from an acceptable surety company authorized to transact business in the state of Texas, in the amount of not less than five percent (5%) of the total bid must accompany each proposal as a guarantee that, if awarded the contract, the bidder will within ten (10) calendar days after award of contract enter into contract and execute a Bond on the forms provided in the contract documents.

A Performance Bond and Payment Bond in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon faithful performance of the contract and payment of all persons supplying labor or furnishing materials, will be executed by the successful bidder and accompany his signed contract. Proposals must be submitted on the forms bound with the Specifications. The right to accept any bid or to reject any or all bids and to waive all formalities is hereby reserved by Bryan Texas Utilities.

### NONDISCRIMINATION IN EMPLOYMENT

Bidders on this work will be required to comply with the President's Executive Order #11246. The requirements for bidders and contractors under this order are explained in the Specifications.

**SPECIAL PROVISIONS  
FOR  
BIDDING TO BRYAN TEXAS UTILITIES  
(BTU)**

- 1.0** Upon acceptance and approval, this bid effects a working contract for the period designated or until completion of a specified job between BTU and the successful bidder.
- 2.0** The Contractor shall act as independent contractor and shall in no sense act as agent or servant of BTU.
- 3.0** The Contractor shall furnish all labor, tools, machinery, materials, insurance, bonds, permits and any other incidentals necessary to comply with the contract specifications presented herein. Excluded is traffic control for lane closures, etc.
- 4.0** All prices quoted shall include delivery expenses of supplies, materials and equipment and tools to job site including unloading. The Contractor shall be fully responsible for receiving, unloading and storing all deliveries intended for the job. BTU will not be liable for any loss or damage to supplies, materials, tools and equipment left on the job unguarded by the Contractor before, during, or after the job is performed.
- 5.0** All work to be performed under the direction of the Utility Forester or his delegated representative or assistant. Any questions pertaining to the work can be directed to the Utility Forester at **(979) 821-5925 or (979) 777-8361**.
- 6.0** All work is to be performed in a professional manner by skilled personnel and with proper equipment. The work shall be planned so as not to interfere with or to hazard BTU operations.
- 7.0** The Contractor shall at all times take all reasonable precautions for the safety of employees on the work site and of the public, and shall comply with all applicable provisions of Federal, state and municipal safety laws. All equipment and machinery used in performance of this contract shall be in good working order at all times.
- 8.0** Final Cleanup: Upon completion of the work and before acceptance and final payment will be made, the Contractor shall leave the work site in a neat and orderly condition equal to that which originally existed. No payment will be made for this work, its cost being included in the bid.
- 9.0** Examination of Site: Bidders are required, prior to submitting any proposal, to read the specifications carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves of the difficulties to be encountered, and judge for themselves of the accessibility of the work, circumstances affecting the cost of doing

the work, time required for its completion, and to obtain all information required to make an intelligent proposal. No information given by BTU or any official thereof, other than that contained in the specifications, shall be binding upon BTU. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal is evidence that the bidder has made the examination, investigations and tests required herein.

- 10.0** State and City Sales Taxes: The Contractor's attention is directed to Texas House Bill 11 (72nd Legislature, 1st C.S.) that amended the Texas Tax Code Section 151.311. This amendment provides that by the Contractor entering into a separate contract, the Contractor will become a seller of materials purchased for the project, which will obviate paying taxes on materials incorporated into the project.

As a seller, the Contractor purchases materials and issues a resale certificate in lieu of paying the sales tax at the time of purchase. The Owner, as an exempt entity, will provide the Contractor with an exemption certificate at the time of the "sale" of the materials to the Owner, thereby precluding the Owner, and Contractor, from paying the sales tax on the materials.

Services are not tax-exempt. The Contractor will be required to pay all appropriate taxes for all services as set forth herein.

- 11.0** Indemnification: The Contractor shall defend, indemnify, and save harmless BTU and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description, including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by BTU may be retained for the use of BTU, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished BTU. Contractor shall defend, indemnify and save harmless BTU, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by BTU, its officers, agents or employees.

- 12.0** Equal Employment Opportunity: During the performance of this agreement: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the agency setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for the employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- 13.0** Contractor shall comply with all federal, state, county, municipal and/or other laws, ordinances, rules and regulations applicable to the performance of any work under this agreement and shall secure and pay for all governmental licenses, deposits or fees required, unless otherwise specified in the bid documents.
- 14.0** Contractor shall comply with H.B. 275, The Texas Prompt Payment Act, effective July 1, 1986, which in part, requires the contractor to pay their subcontractors within ten (10) calendars days after they receive payment from the BTU.
- 15.0** The Contractor will be required to comply with all provisions of the President's Executive Order No. 11246 as of September 24, 1965.

## **Bonding Requirements**

When the contract amount is \$50,000 or more, a performance and a payment bond in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon faithful performance of the contract in accordance with the plans, specifications and contract documents and payment to all persons supplying labor and materials, shall be executed by the successful bidder and shall accompany the signed contract.

When the contract amount is \$25,000 or more, a bidder's bond from an acceptable surety company, authorized to transact business in the State of Texas or a certificate or cashier's check on a state or national bank of the State of Texas, in the amount of not less than five percent (5%) of the total bid must accompany each bid or proposal as guarantee that, if awarded the bid, the bidder will within ten (10) calendar days after award of bid enter into contract with Bryan Texas Utilities.

No sureties will be accepted by Bryan Texas Utilities who are now in default or delinquent on any bonds or who are interested in any litigation against Bryan Texas Utilities. All bonds shall be made on forms furnished by Bryan Texas Utilities, and shall be executed by an approved surety company authorized to do business in the State of Texas and acceptable to Bryan Texas Utilities. Each bond shall be executed by the Contractor and the sureties.

Should any surety on the contract be determined unsatisfactory at any time by Bryan Texas Utilities Council, notice will be given the Contractor to that effect and the Contractor shall immediately provide a new surety satisfactory to Bryan Texas Utilities. No payment will be made under the contract until the new surety or sureties, as required, have been accepted by Bryan Texas Utilities.

No Performance and Payment bonds shall be required on any Bryan Texas Utilities contract less than \$50,000.00. In the event that these bonds are not furnished by the Contractor, only one estimate (final) will be paid and that shall be upon completion of the project.

As soon as proposal prices have been tabulated for comparison of bids, Bryan Texas Utilities may, at its discretion, return the proposal guaranties accompanying the proposals which, in its judgment, would not be considered in the award; all other proposal guaranties will be retained by Bryan Texas Utilities until the required contract and bonds have been executed, after which they will be returned. No proposal guaranties will be returned until at least ten (10) days shall have elapsed from time of opening proposals.

A certificate or cashier's check on a state or national bank of the State of Texas, or a Bidder's Bond from an acceptable surety company, authorized to transact business in the State of Texas, in the amount of no less than five percent (5%) of the total bid must accompany each proposal as a guarantee that, if awarded the bid, the bidder will within ten (10) calendar days after award of bid enter into contract and execute a bond on the forms provided in the contract documents, if applicable. Reimbursement of Cashier Check Bid Bonds will be made within fifteen (15) working days from the date the Bryan Texas Utilities and the successful bidder enters into the contract.

A Performance Bond and a Payment Bond in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon faithful performance of the contract and payment of all persons supplying labor and furnishing materials, shall be executed by the successful bidder and accompany this signed contract, if the bid exceeds \$25,000.00. If the bid is equal to or less than \$25,000.00 Performance Bonds and Payment Bonds are not required. Owner, when Performance Bonds and Payment Bonds do not accompany the signed contract, no partial payments will be made.

The Contractor, before starting work for , must furnish with a Certificate of Insurance or other acceptable evidence from a reputable insurance company or companies with an A.M. Best rating of "A" (such companies to be acceptable to ) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as follows:

Statutory Workers' Compensation Insurance, with Employers' Liability Insurance in the amount of \$500,000. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

Commercial General Liability Insurance with a \$1,000,000 Combined Single Limit. The policy shall be on the Comprehensive General Liability 1986/90 occurrence form, and shall include coverage for acts of independent contractors, and shall name as an additional insured. Waiver of subrogation is required. No "claims made" policies are acceptable without prior approval by Bryan Texas Utilities Electrical Board.

Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit on all self-propelled vehicles used in connection with the contract, whether owned, non-owned or hired.

Owner's Protective Liability with a \$1,000,000 combined Single Limit, naming as the insured.

No "claims made" policies are acceptable without prior approval by the Bryan Texas Utilities Board. If approved, coverage must be maintained for two (2) years after the completion of this contract.

The Certificates of Insurance furnished to shall contain a provision that coverage under such policies shall not be cancelled or materially changed until at least 30 days prior written notice has been given to .

reserves the right to require additional lines of insurance on a case-by-case basis, depending upon the subject matter of the contract and the attendant risks involved in the completion of the contractual work

<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
---------------------------------	-----------------

PRODUCER <b>SAMPLE</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b>
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT. PROT <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	\$
					EA ACC AGG	\$
C	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	<b>OTHER</b> Owners & Contractors Protective Liability					\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Bryan Texas Utilities shall be named as additional insured on all Commercial General Liability policies. Worker's Compensation policy to include a Waiver of Subrogation in favor of Bryan Texas Utilities. Bryan Texas Utilities shall be named as the insured on the Owners & Contractors Protective Liability policy

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:	

**BID BOND**

- 1. KNOW ALL MEN that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto Bryan Texas Utilities in the penal sum of five (5) percent of the amount of the bid referred to in paragraph 2 below, as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents:
- 2. WHEREAS, the Principal has submitted a bid to Bryan Texas Utilities for \_\_\_\_\_, known as Bid Request No. \_\_\_\_\_.
- 3. NOW, THEREFORE, the condition of this obligation is such that if Bryan Texas Utilities shall accept the bid of the Principal, and
  - (a) the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of labor and material furnished for the Project as maybe specified in the bid, or
  - (b) in the event of the failure of the Principal to execute such contract documents, if any, and give such Contractor's Bond or Bonds, if the Principal shall pay to Bryan Texas Utilities the difference, not to exceed the penal sum hereof, between the amount specified in the bid and such larger amount for which Bryan Texas Utilities may in good faith contract with another party, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal (Seal)

Attest:

By:

\_\_\_\_\_  
Division Manager

Title

\_\_\_\_\_  
Principal (Seal)

Attest:

By:

\_\_\_\_\_  
Division Manager

Title

**BRYAN TEXAS UTILITIES**

**PERFORMANCE BOND**

STATE OF TEXAS ]

COUNTY OF \_\_\_\_\_ ]

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_ as principal, and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the Bryan Texas Utilities of Brazos County, Texas (Owner), in the penal sum of Dollars (\$\_\_\_\_\_) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the day of \_\_\_\_\_, 20\_\_\_, to \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, Vernon's Texas Codes Annotated, and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Brazos County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

\_\_\_\_\_  
Title

Address:

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

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
\_\_\_\_\_ Title

Address:

The name and address of the Resident Agent of Surety is:

**BRYAN TEXAS UTILITIES**

**PAYMENT BOND**

STATE OF TEXAS ]

COUNTY OF \_\_\_\_\_ ]

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as principal, and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the Bryan Texas Utilities of Brazos County, Texas (Owner), in the penal sum of Dollars (\$\_\_\_\_\_) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the day of \_\_\_\_\_, 20\_\_, to \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, Vernon's Texas Codes Annotated, and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Brazos County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_Principal

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

By: \_\_\_\_\_  
\_\_\_\_\_Title

Address:

Address:

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

The name and address of the Resident Agent of Surety is:

**(Exhibit "A")**

BTU

CONTRACT SPECIFICATIONS

1. LINE CLEARANCE

1.1 Clearance Standards

1.1.1 *Distribution System*

Primary voltage distribution lines are typically centered in 20' wide rights-of-way. Trees and other vegetation originating in the right-of-way or encroaching from beyond ROW limits will be pruned or removed to prevent tree/wire conflict under all conditions for the duration of the pruning cycle. However, the Contractor will not prune any tree that can reasonably be expected to remain clear of the conductors under all conditions for the duration of the pruning cycle. Otherwise, when pruning is deemed necessary, the Standard Clearances presented below are the minimum clearances to be secured at the time of pruning:

- For primary and-open wire secondary conductors: 5'
- For 'stand alone' neutral conductors (not w/ open-wire secondary): 3'
- For triplex secondary conductors: 1.5'

Unless otherwise directed, the Contractor will not clear distribution service drops unless a customer request is made at the time a crew is on the property and such work would take no longer than one-half hour.

For routine cycle pruning (ROW maintenance), line clearance will be scheduled and completed on lines in the following sequence:

Priority 1 – 3-phase lines

Priority 2 – 2-phase, 1-phase lines

Priority 3 – short, fused, 1-phase lines (taps)

Unless otherwise directed by the BTU Utility Forester, the Contractor will perform only 'hotspot' pruning on Priority 3 lines; i.e., only trees contacting primary conductors will be pruned to standard clearances.

Poles with mounted system devices (transformers, re-closers, air switches, capacitors, regulators, cutouts, etc.) will be cleared to provide 5' radial 'ground-to-sky' clearance.

'Overhang' beyond specified clearance limits will not be removed.

## **CONTRACT SPECIFICATIONS Continued**

The following trees found growing beneath primary and open-wire secondary spans will be felled:

- Black Willow
- Cottonwood
- Chinaberry
- Chinese Tallow

### *1.1.2 Transmission System*

Transmission system pole lines are typically centered on:

- a 60' wide right-of-way for 69kV circuits
- a 100' wide right-of-way for 138kV circuits

The Clearance Standard to be secured at the time of routine maintenance pruning is:

- (1) Branching and foliage no closer than:
  - 15' from 69kV line conductors
  - 25' from 138kV line conductors
- (2) No overhang.

## 1.2 Compromise Rule

Where strict compliance with clearance policy/standards set forth in Section 1.1.1 and 1.1.2 would require the removal or significant disfigurement/damage/alteration of trees having conspicuous landscape, economic, aesthetic, or sentimental value, the Contractor will seek a compromise solution with involved owners/authorities to secure good short-term clearance with pruning that does not discredit BTU or the Contractor.

## 1.3 Customer Problems

When adequate clearance cannot be obtained because of a property owner's objection (or for any reason), or if a property owner denies crew access to the ROW, the General Foreman will try to resolve the problem. If the problem cannot be resolved, the General Foreman will report the problem to the Utility Forester. Contractor personnel will avoid disputes with BTU's customers.

## 1.4 Utility Arboriculture

## **CONTRACT SPECIFICATIONS Continued**

All line clearance pruning will be done according to the currently accepted principles of modern arboriculture. Primary emphasis will be on clearance with due regard for tree health and appearance. Unless otherwise directed, pruning will be performed in accordance with ANSI A300-Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance.

Additionally, the Contractor will adopt and employ the principles and practices contained in ISA'S Best Management Practices – Utility Pruning of Trees. The Contractor will provide each crew with a copy of this publication to be used as a field guide to proper line clearance pruning. The Contractor will strive to achieve the specified clearances while taking appropriate measures to avoid work that would bring embarrassment or discredit to the City and BTU.

Specified clearances will be achieved with as few cuts as possible to optimize work efficiency. Whenever possible, whole limbs that will require repeated pruning will be removed.

Trees growing towards a line from directly below will be pruned to create "V" or "U" cuts through their crowns whenever tree size and branch structure permit.

Thinning cuts (branches removed at points of origin) are preferred for directional pruning; otherwise, reduction cuts (leaders pruned back to lateral branches) will be used as necessary to secure the clearance.

Heading cuts (stub cuts) will not be used.

When minimum clearances are specified, pruning cuts will be made at the next suitable lateral or parent limb beyond the specified distance.

Where appropriate (generally, on rural lines only) and where property owner objection is unlikely, brush will be discarded out of sight along the ROW edge. Similarly, logs will be cut and stacked out of sight at the edge of the ROW.

### **1.5 Brush and Wood Disposal**

Brush and logs from routine and non-routine line clearance operations will be disposed of as follows:

- (1) In rural wooded areas, brush and logs will be moved from the right-of-way and discarded in the adjacent woods (on the property where the line is located). To assure rapid decomposition and low visibility, brush will be reduced sufficiently to bring it close to the ground. Any wood of firewood value will be cut and stacked at the edge of the right-of-way. Brush and wood will be kept out of creeks, drainage ditches, and areas that are regularly mowed.

**CONTRACT SPECIFICATIONS Continued**

- (2) In the City and other areas where the above rural policy is inappropriate or not permitted by property owners, brush will be collected and chipped. Whenever possible and when requested/authorized by the respective property owner, firewood will be cut and left at the site.
- (3) In the City and on residential properties, brush from routine line clearance operations will be chipped the day it is cut; it will not be left overnight.
- (4) When directed, the Contractor will chip brush left at sites by BTU Service and Construction crews (as directed by BTU's Forester).
- (5) Brush and wood resulting from emergency 'storm work' will be left by the contractor on the owner's property.
- (6) Brush and wood resulting from BTU requested removal of hazardous trees will be disposed of in accordance with the owner's wishes.
- (7) Chip loads will be kept free of all materials that would reduce the uniformity, value, and appearance of the chips for use as organic mulch.
- (8) Chippers will be maintained with sharp and properly adjusted knives to process brush into a high quality, coarse horticultural mulch.
- (9) When authorized by BTU, chip loads will be dumped at the City of Bryan compost facility on Pleasant Hill Road. All tipping fees for chip disposal (from line clearance operations) will be charged to BTU.

1.6 Tree Removals (Felling)

1.6.1 *Right-of-Way Trees*

Unless otherwise directed, trees as classified below will be felled by the Contractor during line clearance operations:

- (1) Trees in heavily vegetated areas where removal is required to clear poles in accordance with Section 1.1.1.
- (2) Cottonwood, Chinaberry, Chinese Tallow, and Black Willow trees growing under the lines.
- (3) Trees that would be severely injured and/or radically deformed by the pruning necessary to achieve required clearances.
- (4) Small trees (<5" dbh) at the edge of the right-of-way where side trimming would necessarily remove one-half or more of their crowns.

The Contractor will secure property owner permission prior to removing right-of-way trees with obvious ornamental, historical, or aesthetic value. Stumps of all removed trees (cut to grade) will be treated with an appropriate silvicide to prevent

## **CONTRACT SPECIFICATIONS Continued**

sprouting. When possible, brush and wood from rural line clearance operations will be moved out of the right-of-way and left to decompose in the surrounding woods. Salvageable firewood will be cut and stacked only when directed by BTU. Where brush and wood cannot be left at the work site, it will be chipped or hauled off by the Contractor.

Dead and/or windthrown trees will be dealt with only to the extent necessary to eliminate any hazard to BTU conductors and system components. In such cases, brush and wood from the required work will be handled according to Section 1.5 of this specification.

### *1.6.2 Trees Out of Right-of-Way*

Trees originating out of the right-of-way but threatening the lines for whatever reason (windthrow, breakage, owner's tree work/removal efforts, etc.) will be felled whenever advantageous to BTU. Ordinarily, such trees will be pruned only to the extent necessary to eliminate the hazard; brush will be chipped, and all wood will be handled according to Section 1.5 of this specification.

## **2. RIGHT-OF-WAY CLEARING AND RECLEARING**

When requested by BTU, contract line clearance crews will clear new right-of-way for distribution line extensions ("new construction" work) and will re-clear existing right-of-way for line upgrade projects (re-conductoring, re-phasing, etc.). For such work, the Contractor will comply with the specifications indicated on the respective construction drawing or as otherwise provided by the Utility Forester. In all cases, the Contractor will be given instructions regarding disposal of brush and wood resulting from clearing operations. Stumps of all removed (cut to grade) trees will be treated with an appropriate silvicide to prevent sprouting.

## **3. TRANSMISSION LINE R.O.W. MAINTENANCE**

BTU maintains approximately 110 miles (total) of 69 kV and 138 kV transmission line right-of-way linking 19 substations. Each year, the Contractor will furnish the necessary labor and equipment for right-of-way reclamation, right-of-way brush mowing, herbicide application, and tree pruning. BTU will direct the Contractor to establish and/or re-establish right-of-way based on current needs and appropriations.

### **3.1 Transmission ROW Maintenance Crew**

The transmission line right-of-way maintenance crew will be composed of one Crew Foreman (tractor operator) and one Climber. The Contractor will be prepared to furnish the crew with the following equipment and tools for right-of-way mowing, tree pruning, and herbicide application:

- Brown Tree Cutter
- Tractor to draw Brown Tree Cutter
- Hydro-Axe
- Jarraffe
- 4-wheel drive pickup for crew (also to carry fuel, herbicide, and tools)

## **CONTRACT SPECIFICATIONS Continued**

- 3 chainsaws (1 w/18" bar, or longer; 2 saws suitable for work aloft)
- Ropes, saddles, and pruning tools for 2 Climbers
- Compressed air sprayer for silvicide application
- Heavy-duty string trimmer (brush blade adaptable)

### **3.2 Transmission Line ROW Operations**

Wherever possible, the Contractor will strive to re-establish a minimum 60' wide right-of-way corridor on existing 69 kv lines (30' to either side of the pole line) and a minimum 100' wide right-of-way corridor on existing 138 kv lines (50' to either side of the pole line). Otherwise, tree branching will be pruned to maintain at least a 15' – 25' clearance from the conductors based on the transmission voltage (See Contract Specifications, Section 1.1.2 – Transmission System). Hazard trees will be pruned or felled as necessary to eliminate the hazard to poles and conductors.

Woody vegetation within the right-of-way corridor that cannot be accessed by the mower or hydro-axe, or for whatever reason cannot be shredded, will be hand cut (does not include tree trimming). Whenever possible, hand cut woody brush will be dragged to an area on the ROW where it can be shredded by the mower or hydro-axe. In town where this practice may not be appropriate, brush will be chipped and wood hauled off.

Upon completion of annual ROW mowing operations, (approximately 3 months duration), the two-man crew will resume transmission ROW line clearance (tree pruning) duties as directed by the Utility Forester.

## **4. EQUIPMENT AND MATERIALS**

The Contractor will supply all the vehicles, fuel, tools, equipment, and supplies necessary for the General Foreman and the crews to operate productively and efficiently. Each crew assigned will be adequately supplied with reliable equipment and tools in good working condition. The Contractor will promptly repair/replace inoperable tools and equipment. The Contractor will not bill BTU for inoperable equipment; BTU will be billed only for the time functional equipment is actually employed in BTU authorized operations.

Each manual trimming crew (Distribution and Transmission) will be supplied with three gasoline powered chainsaws: two suitable for work aloft, and one (minimum 18" bar length) for felling and bucking. Also, each crew will be supplied with sufficient equipment (ropes, saddles, pole pruners, hand saws, etc.) to support two Climbers. Additionally, the Transmission crew will be supplied with a heavy-duty string trimmer adaptable for use with a brush-blade.

Aerial lift (bucket) crews will be supplied with one gasoline powered chain saw suitable for pruning work in addition to one chainsaw (minimum 18" bar length) for felling and bucking. Additionally, each aerial lift will be supplied with both a hydraulic pole saw and hydraulic pruner, and the necessary equipment to outfit one manual (climbing) crew.

The Contractor will supply each crew with a hand held compressed air sprayer suitable for basal bark and cut stump herbicide application. Unless otherwise directed by BTU,

## **CONTRACT SPECIFICATIONS Continued**

the Contractor will use a 20% Garlon 4/80% basal oil mix (or equivalent) for cut stump treatments only. BTU will request herbicide from the Contractor on an as needed basis and at the billing rate quoted herein.

### **5. LABOR FORCE**

#### **5.1 Contractor Personnel**

##### *5.1.1 Crew Structure*

Line clearance crews will be structured and staffed as follows for routine operations:

- (a) Manual Crew (3 men)
  - Crew Foreman (1)
  - Climber (2)
  
- (b) Aerial Lift Crew (2 men)
  - Crew Foreman/operator (1)
  - Climber (1)
  
- (c) Transmission (Mowing) Crew (3 men)
  - Crew Foreman (1)
  - Climber (1)

The following requirements apply:

- Crew Foremen must be able to read, write and communicate in English.
  
- Crew Foremen are "working" foremen and must be qualified Climbers who are expected to climb, operate equipment, drag brush, etc. as required to optimize the effectiveness and productivity of their respective crews.
  
- New crew members with no previous line clearance experience will be billed at the pay grade below Climber, i.e., Climber Apprentice or Groundman. Such personnel will remain in this classification a minimum of one month or until they are fully qualified and certified as line clearance tree Climbers. Groundmen who have not fully qualified as Climbers within 90 days of employment will be terminated from BTU's contract workforce.
  
- Crew Foremen will have a minimum of two years experience in line clearance operations and will have complete working knowledge of ANSI A 300 and ANSI Z 133.1.
  
- Each crew member will be trained and certified by the Contractor in compliance with applicable sections of OSHA 29 CFR part 1910.269 with emphasis on CPR, first aid, and aerial rescue.

## ***CONTRACT SPECIFICATIONS Continued***

- All crew members will be trained by the Contractor in line clearance operations, safety, and arboriculture.
- Each Crew Foreman will have a phone listed in his name on file at BTU's dispatch center. Additionally, each Crew Foreman will be equipped by the Contractor with a walkie-talkie (Nextel Direct Connect, or equivalent) which will be continuously monitored during BTU working hours and whenever crews are in engaged in emergency or non-routine operations.
- Additionally, the General Foreman and the crew foremen will be proficient in the use of their truck radios (tuned to the two BTU frequencies) which will be monitored at all times when crews are enroute to routine or emergency work assignments.

### *5.1.2 General Foreman*

The Contractor will provide a qualified General Foreman to be responsible for the overall direction and supervision of assigned line clearance operations. He will be responsible to BTU for the safe, efficient, and productive conduct of the crews under his charge and will ensure compliance with the specifications herein. He or a designated substitute will be available at all times to employ and supervise contract personnel in routine, non-routine, and emergency "call back" line clearance operations. The General Foreman will meet the following requirements/qualifications:

- Minimum of two years experience as a General Foreman
- Ability to read, write and speak English and Spanish
- Live within 15 miles of Bryan, Texas
- Maintain a phone listed in his name on file at BTU's dispatch center
- Be a qualified/licensed pesticide applicator

The Contractor will provide the General Foreman with a 4-wheel drive pickup truck equipped with a 2-way radio tuned to BTU's working frequencies. Additionally, the Contractor will provide the General Foreman with a walkie-talkie/cell phone (Nextel, or equivalent) to be monitored continuously during working hours and at other times as appropriate. The phone will utilize a local toll-free number in the BTU service area. The General Foreman's walkie-talkie/ cell phone and the crew foremen's walkie-talkies will be available and operable for all routine and emergency operations.

The General Foreman will advise BTU when he is to be absent from the local area during weekends, holidays, etc. During such periods, he will designate a substitute who can mobilize crews for emergency work. In such situations, the General Foreman will provide the Utility Forester and the BTU Dispatch office with the name and home phone number of the designated substitute. Additionally, the substitute General Foreman will retain the General Foreman's walkie-talkie/ phone and pick-up truck.

## **CONTRACT SPECIFICATIONS Continued**

The General Foreman will serve as the liaison between the Contractor and BTU (via the Utility Forester). In this regard, all line clearance work (except in certain emergency situations) to be performed by the Contractor will be authorized, assigned, and scheduled by the Utility Forester.

The General Foreman will familiarize himself with the specific line clearance requirements of all circuits well in advance of operations thereon. Subsequently, he will advise the respective crews regarding any special measures necessary or potential problems to be encountered. The General Foreman will attempt to identify and resolve potential customer related line clearance problems prior to a crew's arrival on site.

The General Foreman will be responsible for assuring customers are given advance notification of line clearance work to be performed on their properties. He will report unresolved customer problems to the Utility Forester.

## **6. CREW OPERATIONS**

### **6.1 Working Hours**

Unless otherwise authorized by BTU, the Contractor's crews will work a 40-hour week (five 8-hour days) with daily start and end times established by the Utility Forester. Unless directed by BTU, the Contractor will not work on weekends or BTU holidays. At the discretion of BTU, the Contractor may be authorized to work four 10-hour days per work week. When appropriate, BTU may authorize early start times to take advantage of cooler working conditions in the morning.

The Contractor will work overtime periods only when authorized by BTU. BTU will pay 1.5 times the quoted hourly labor rate for all hours worked over 40 in the work week. Crews will not perform routine maintenance pruning when rain, sleet, snow, etc. hamper productivity and threaten personal safety. The workday will terminate when a rain delay exceeds one hour; at such time, crews will return to the equipment yard. Work time lost to "rain outs" may be made up only when authorized by BTU; BTU is not bound to guarantee a 40-hour paid work week or provide make-up time.

### **6.2 Daily Routine**

Contractor personnel will be assembled and fully prepared for the day's work at the designated starting time. Thereafter, trucks will depart promptly for the work sites. Except for emergencies, crews will not make non-work related stops en route to or from work sites. Ice, water, food, drinks, fuel, etc. will be procured prior to the beginning of the workday.

### **6.3 Emergency Response Policy**

All crews and equipment contracted by BTU will be made available for storm/emergency line clearance operations whenever requested by BTU.

## **CONTRACT SPECIFICATIONS Continued**

In emergencies, the Contractor will respond expeditiously to BTU's request to mobilize crews for unscheduled, non-routine tree work. BTU must be able at all times to summon the General Foreman (or his designated substitute) by phone. When notified by BTU of an emergency situation requiring the Contractor's services, the General Foreman will assemble and dispatch crews as directed. Whenever BTU initiates its Storm Restoration Plan (for impending hurricanes, ice storms, etc.) crews will be accessible and available 24/7 for recall and mobilization.

The Contractor will maintain a current crew roster and recall plan on file with BTU's Dispatch.

Crews contracted to BTU will not be transferred out of the area for 'storm work', etc.

### **6.4 Equipment Yard**

BTU will provide the Contractor with a secure parking area (fenced yard with locked gates) for securing trucks, chippers, mowing equipment, etc. Private vehicles will not be brought into or parked in this area. The Contractor will ensure the orderly parking of equipment and will keep the site free of trash and brush. No oil or other chemicals will be dumped on the site.

The gate will be kept locked when the yard is unattended. BTU in no way at any time will be responsible for the loss, damage, or theft of the Contractor's property stored in this yard.

### **6.5 Grooming and Dress Code**

During working hours, Contractor personnel will wear at least one article of clothing conspicuously bearing the Contractor's name. Crew members will begin the workday in a properly fitted and clean work uniform; torn, ragged or ill-fitting clothing will not be worn. Except when jackets must be worn, men will be required to wear short or long sleeve shirts bearing the contractor's name.

The Contractor will provide each new employee with an initial supply of uniform shirts. Men will be appropriately dressed and groomed to present a professional appearance.

### **6.6 Customer Relations**

#### ***6.6.1 Advance Notice - Maintenance Operations***

Whenever possible, property owners/tenants will be given at least 2 days advance notice of impending line clearance work on their property. The Contractor's General Foreman or Crew Foremen will attempt to visit with property owners (or tenants) in person. When residents are not at home, a BTU supplied door card ("door hanger") will be left by the Contractor to advise property owners of impending work. The door card will list both the Utility Forester's and the General Foreman's phone numbers to permit customer queries regarding the work.

## **CONTRACT SPECIFICATIONS Continued**

Immediately before a crew enters a residential property for routine line clearance work, the Crew Foreman will attempt to advise the owner/tenant that personnel are about to commence tree work. This procedure will always be followed notwithstanding a previous verbal or “door hanger” notification. Where a resident is not at home but has been given at least 2 days prior notice (verbal or “door hanger”) of impending tree work, such work will proceed on the property as scheduled.

### *6.6.2 Customer Problems*

Contractor crews will avoid disputes with customers concerning line clearance work, property access, etc. When such problems develop and the necessary work cannot be completed without incident, crews will discontinue any work underway and leave the property. The involved Crew Foreman will notify the General Foreman who will attempt to resolve the problem or bring the matter to the attention of the Utility Forester.

Crew members will not use or handle customers’ private property except when articles must be moved to avoid damage during operations. Any items so moved will be returned to their original locations prior to the crew’s departure from the property.

Contractor personnel will avoid visiting with customers concerning matters other than line clearance. Private work will not be solicited or performed on BTU time. BTU will not tolerate customer harassment, sexual or otherwise.

**(Exhibit “B”)**

## **7. SCHEDULE OF EQUIPMENT BILLING RATES**

The Contractor will provide the equipment described below in quantities necessary to outfit the number and types of crews requested by BTU on the accompanying BID SHEET (pg. 30). Bidders are requested to quote the respective hourly billing rates in the spaces provided. The quoted charges will remain in effect for the duration of the contract (except as modified by the Fuel Cost Adjustment Provision) and will include all operating expenses (excluding labor except where noted), fuel, maintenance costs, profit, etc.; they will be the rates used in the computation of the total bid (pg. 30). Additional equipment in excess of the initial request will be provided to BTU for routine operations at these same rates. All costs for supplying, operating (other than labor), and maintaining required tools (chain saws, pole pruners, ropes, saddles, etc.) will be included in the pickup truck, chip dump truck, aerial lift, and mowing equipment billing rates. All trucks will be equipped by the contractor with two-way radios tuned to the two frequencies used by BTU.

### Fuel Cost Adjustment Provision

For the purpose of bidding equipment billing rates, a benchmark fuel price of \$ 2.60/ gallon is established. Equipment billing rates will be adjusted (increased or decreased) every 3 months following the first day of the contract only if a 20% or greater change

**CONTRACT SPECIFICATIONS Continued**

has occurred between the benchmark fuel price and the prevailing fuel price (data provided by BTU). The new equipment billing rates, calculated using the below quoted adjustment factor, will remain effective for a minimum of 3 months.

For each incremental change of 20% between the benchmark fuel price and the prevailing fuel price, a 5% (Adjustment Factor) adjustment will be made to the quoted equipment billing rates.

<u>Description of Equipment</u>	<u>Hourly Billing Rate</u>
3/4 ton 4 WD pickup truck (for GF and transmission crew)	\$ ____ /hr
Chip dump truck (CDT)	\$ ____ /hr.
Brush chipper, drum type, 6" diameter capacity	\$ ____ /hr.
Aerial lift, 55'	\$ ____ /hr.
Mowing tractor with Brown Tree Cutter	\$ ____ /hr.
Truck and trailer for tractor and Brown Tree Cutter	\$ ____ /hr.
JARRAFE tree trimmer w/ crew	\$ ____ /hr.
Hydro-Axe w/ crew	\$ ____ /hr.

**8. SCHEDULE OF PERSONNEL BILLING RATES**

8.1 For each worker classification, the Contractor will specify the hourly rate for which BTU will be billed. The quoted price for each classification will include all costs and expenses required to provide an able-bodied, properly trained, and fully equipped contract employee to perform the work specified herein.

**8.2**

<u>Worker Classification</u>	<u>Hourly Billing Rate</u>
• Groundman (Climber Apprentice)	\$ _____ /hr.
• Climber	\$ _____ /hr.
• Crew Foreman	\$ _____ /hr.
• General Foreman	\$ _____ /hr.

**9. BID SHEET-ANNUAL REQUIREMENTS**

The successful bidder will be prepared to provide labor and equipment for the duration of the contract in the quantities and at the rates specified below for routine ROW

**CONTRACT SPECIFICATIONS Continued**

maintenance as well as for revenue work and capital improvement projects. The quantities indicated serve as the basis for bid evaluation; however, BTU reserves the right at any time subsequent to awarding the contract to reduce the number/types of crews employed. When requested, the Contractor will provide crews and equipment in excess of quantities specified at the rates quoted herein.

The undersigned, pursuant to BTU’s invitation for bids for electric utility right-of-way vegetation management (line clearance, right-of-way clearing, and right-of-way mowing), and having reviewed the specifications herein, propose to furnish fully operational crews/personnel as described in the quantities requested.

<u>Description</u>	Unit (crew hr.) <u>Quantity</u>	(#) <u>(Crews)</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>DISTRIBUTION WORKFORCE</b>				
Manual Crew w/CDT & chipper (1 Foreman, 2 Climbers)	12,480 hrs.	(6)	\$ _____	\$ _____
Aerial Lift Crew w/truck & chipper (1 Foreman, 1 Climber)	4,160 hrs.	(2)	\$ _____	\$ _____
General Foreman (w/ 4WD pickup)	1,850 hrs.	(1 man)	\$ _____	\$ _____
		<b>Total</b>	<b>Distribution</b>	\$ _____
<b>TRANSMISSION WORKFORCE</b>				
Manual Crew w/ 4WD pickup (1 Foreman, 1 Climber)	1,560 hrs.	(1)	\$ _____	\$ _____
Mowing Crew w/tractor, Brown Tree Cutter, and 4WD pickup (1 Foreman, 1 Climber)	520 hrs.	(1)	\$ _____	\$ _____
General Foreman w/4 WD pickup	230 hrs.	(1 man)	\$ _____	\$ _____
		<b>Total</b>	<b>Transmission</b>	\$ _____
<b>TOTAL BID:</b>	<b>\$</b>			
(Annual)	(Distribution + Transmission)			

**Signature:** \_\_\_\_\_

## DEVIATIONS FROM SPECIFICATIONS

Bidder must itemize all deviations taken to the specifications here. If this is not sufficient space, attach additional sheets as required.

<u>Section Item</u>	<u>Specification</u>	<u>Proposed to Function and Reason why it is better.</u>
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## Certification of Bid

**Re:**

As an authorized representative of the bidding firm, I the undersigned hereby certify that this firm is willing, capable and does qualify to comply with all the provisions specified herein for completion of the services requested at the terms and conditions as quoted.

Representative's Name: \_\_\_\_\_  
(Please print or type)

Representative's Signature: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Date: \_\_\_\_\_

Bidding Firm Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Bid Approvals**

**Date:**

BTU Buyer: \_\_\_\_\_

BTU Div. Mgr. \_\_\_\_\_

BTU Gen. Mgr. \_\_\_\_\_

BTU Board Chair \_\_\_\_\_

BRYAN TEXAS UTILITIES

**LINE CLEARANCE AGREEMENT**

THIS AGREEMENT MADE AND ENTERED INTO, by and between Bryan Texas Utilities (hereinafter called BTU) and \_\_\_\_\_ (hereinafter called "Contractor") becomes effective upon this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSETH for the consideration hereinafter named and subject to the terms and conditions set forth, BTU and the Contractor mutually agree as follows:

1. Contractor agrees to prune or remove trees and brush and to perform other utility forestry services, including chemical spraying and right-of-way clearing as needed to provide clearance for the wires of BTU, at such time and place as may be designated by authorized representatives of BTU. Within thirty (30) days of the effective date of this contract, the Contractor will have available and fully prepared all required equipment and personnel; otherwise, BTU reserves the right to terminate the contract immediately upon the provision of notice of termination to the Contractor. BTU reserves the right to enter into more than one contract to secure line clearance services.
2. Contractor shall, at his own risk and expense, perform promptly, diligently, and to the satisfaction of BTU, all authorized work in a professional manner in accordance with the specifications set forth in this Agreement and the Contract Specifications which are attached hereto as Exhibit "A" and incorporated herein for all purposes as if set forth verbatim within the text of this Agreement.
3. Crews provided by the Contractor shall be fully equipped and trained to perform operations requested by BTU. All labor, tools, equipment, transportation, and materials shall be furnished by the Contractor and shall be of high quality in every respect. Contractor's employees shall wear suitable work uniforms and will report to work clean and well groomed. They shall conduct themselves in an industrious and courteous manner. Contractor's equipment shall be kept neat and in good operating condition at all times. Modern tools shall be used and kept sharp and in working order. Adequate first-aid supplies shall be part of the standard equipment on all vehicles.
4. Contractor's Insurance: The Contractor, before starting work for BTU, must furnish to BTU, certificates of insurance from a reputable insurance company or companies (such companies to be acceptable to BTU) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as follows:

- (a) Statutory Workers Compensation and Employer's Liability Insurance. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.
  - (b) General Public Liability Insurance with limits for bodily injury of not less than \$300,000/\$500,000 and for property damage of not less than \$100,000. The policy shall be on the comprehensive general liability form and shall include coverage for acts of independent contractors.
  - (c) Automobile Public Liability Insurance with limits for bodily injury liability of not less than \$250,000/\$500,000 and for property damage of not less than \$100,000 on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired.
5. The Certificate of Insurance furnished to BTU should contain a provision that coverage under such policy shall not be cancelled or materially changed until at least thirty (30) days prior written notice has been given to BTU. BTU shall be listed as an additional insured on all insurance policies. Insurance policies should be kept in effect for the entire term of the Agreement.
  6. The contract shall not become effective until the Contractor furnishes both a Performance Bond and a Statutory Payment Bond. The Performance and Payment Bonds, executed by the Contractor, shall be a guarantee that the work will be completed as required by the contract and shall guarantee the payment of all obligations arising thereunder. The Performance and Payment Bonds shall each be in an amount of at least equal to 100% of the contract price and in such form and with such sureties as are acceptable to BTU.
  7. Contractor shall take necessary safety precautions to protect human life and public and private property. No work shall be considered satisfactory unless it is done safely and without accidents. Contractor shall be solely responsible for the use of approved safety methods in the performance of all work to protect its employees and/or other persons. Necessary guards and protective devices shall be used at all locations where work is done.
  8. The Contractor shall determine in advance the nature of all circuits involved. It is mutually understood that the circuits of BTU are intended to continue in normal operation at all times, and the Contractor shall carefully guard against interfering with the normal operation of such circuits.
  9. Contractor shall promptly remove all equipment upon completion of the work at each location and shall dispose of all brush and debris in conformity with the Contract Specifications or as otherwise directed by BTU. Whenever possible, the Contractor will dispose of wood chips and other trimming debris at sites where such disposal has been duly authorized by the property owner and where no charges accrue to BTU. The Contractor will dispose of trimming waste at the City of Bryan's compost facility on Pleasant Hill Road only when authorized by BTU. The Contractor shall bear all cost of this disposal service at the time the service is rendered and will be reimbursed by BTU provided he submits an itemized statement accompanied by certified weight tickets at the end of each month.

10. Indemnification: The Contractor and its sureties shall defend, indemnify, and save harmless BTU and all its officers, agents, and employees from all suits, actions, or claims of any character, name, and description including attorney fees, expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or its employees or by or in consequence of any negligence in safeguarding the work or through the uses of unacceptable materials in constructing the work, or by or on account of any act or omission, neglect, or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of its contract as shall be considered necessary by BTU may be retained for the use of BTU, or in case no money is due, its sureties shall be held until suit or suits, action or actions, have been settled and satisfactory evidence to the effect furnished BTU. Contractor and its sureties shall defend, indemnify, and save harmless BTU, its officers, agents, and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by BTU, its officers, agents, or employees.

Contractor further agrees to save harmless and indemnify BTU from and against any claims, liens, or suits, for labor or other items furnished by the Contractor.

11. Contractor shall comply with all federal, state, county, municipal, and/or other laws, ordinances, rules, and regulations applicable to the performance of any work under this agreement and shall secure and pay for all governmental licenses, deposits, or fees required. Contractor accepts exclusive liability for and agrees to properly comply with all governmental requirements in regard to deductions and payment of Social Security taxes, withholding taxes, Unemployment Compensation contributions, and any other similar taxes or contributions. Contractor shall remit to proper governmental authorities all sales or use taxes applicable to materials or equipment furnished. Contractor agrees to save harmless and indemnify BTU from and against the payment of any and all sums of money by failure of the Contractor to comply with such laws or requirements.
12. In the event trees must be trimmed or removed outside the right-of-way limits, the Contractor shall obtain and be responsible for securing the necessary consent or permission of the proper public authorities and/or property owners or their authorized agents before performing such work unless such consent has been obtained by BTU and furnished to the Contractor in writing. Should permission be refused, the Contractor shall exert all reasonable effort to overcome the objection and, at the same time, retain the good public relations of BTU, which shall be given due and practicable consideration at all times. If permission is still refused, a report shall be submitted to BTU showing the name and address of the property owner and the amount of work needed to provide adequate clearance or eliminate a hazard to system components. Contractor shall not obligate BTU for any payment to another party for trimming, removing, or spraying any trees or brush where payment is requested, required, or expected; and no work shall be done on such trees or brush without the written approval of BTU. Complaints received from property owners or others shall be promptly reported by the Contractor to BTU together with a report of the actions taken by the Contractor to settle such complaint. Contractor agrees to save harmless and

**LCA Continued**

indemnify BTU from and against all payment of claims for tree work performed beyond right-of-way limits.

13. As full consideration, BTU agrees and shall pay the Contractor for properly authorized completed work at the rates set forth in the attached Schedules of Equipment and Personnel Billing Rates, which is attached hereto as Exhibit "B" and is incorporated in full herein as if set forth verbatim. BTU agrees to pay Contractor a sum not to exceed \_\_\_\_\_ per year in full and complete consideration of properly performing all authorized completed work pursuant to this Agreement. The prices and rates quoted shall remain firm throughout the entire agreement (except as modified by the Fuel Adjustment Provision, pg. 29)
14. Payment for such work shall be made by BTU within a reasonable time after the presentation of weekly invoices, subject to the approval and acceptance of the work by designated representatives of BTU. Each invoice shall indicate the hours worked and pay rate of each employee furnished and the hours of operation and billing rate for all equipment used. When applicable, the quantity and billing rate for any authorized material furnished and the actual amount paid for disposal fees shall be included on separate invoices.
15. This Agreement shall remain in effect for the period commencing on the effective date of \_\_\_\_\_ and terminating on September 30, 2012, unless terminated sooner by BTU for whatever reason. In this latter case, BTU will give the Contractor ten (10) days advance notice of the contract termination date.
16. The purpose of this Agreement is to establish and set forth responsibilities, obligations, agreements, rates, and to place liability on the Contractor to the fullest legal extent. This Agreement itself does not authorize the Contractor to perform any work for BTU but, until canceled or properly amended, shall cover and be considered a part of any and all work orders which may be issued to the Contractor by the Utility Forester or his designee. This Agreement cancels and supersedes all prior agreements now in effect between the Contractor and BTU
17. This agreement and its exhibits evidence the entire Agreement between the parties, and no modification thereof shall be effective unless evidence in writing and signed by the parties hereto or their duly authorized agents.
18. Neither this Agreement nor any right to perform the work described herein may be assigned, transferred or subcontracted either in whole or in part by Contractor without the prior written consent of BTU
19. It is specifically understood, stipulated, and agreed that the laws of the State of Texas shall constitute the law controlling the construction, interpretation, and enforcement of this Agreement and each provision thereof. This Agreement is executed in Brazos County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Brazos County, Texas.
20. In all things undertaken pursuant to this Agreement, the Contractor shall be and remain an independent contractor and not the servant, agent, or employee of BTU. Employees

**LCA Continued**

of the Contractor shall be and remain, at all times and for all purposes, the employees of Contractor.

21. Payment for work deemed unacceptable by BTU will be withheld until such work is remedied by the Contractor at its expense. In this regard, BTU will promptly notify the Contractor of defective work/unsatisfactory employee performance.

**BRYAN TEXAS UTILITIES**

By: \_\_\_\_\_  
Dan Wilkerson, General Manager

By: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
BTU Board

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