

Request for Proposal For Right of Way Line Clearance Trimming

Deadline for Submission: July 7th, 2025

Issued by **Washington Electric Cooperative**

Release Date: May 27th, 2025

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LEGAL NOTICE

Washington Electric Cooperative ("WEC") endeavors to procure and deliver proposals for:

Right of Way Line Clearance Trimming

Responses must be delivered via email to RFP@wec.coop **on or before** (refer to the schedule in Section 3.2) with the following subject line and title: "Proposal for Right of Way Line Clearance Trimming".

Washington Electric Cooperative

Louis Porter, General Manager

I. INTRODUCTION

A. ABOUT WASHINGTON ELECTRIC COOPERATIVE, INC.

Washington Electric Cooperative (WEC) was established in 1939 as a not-for-profit, member-owned rural electric utility. WEC is Vermont's fourth largest electric distribution utility and serves approximately 12,000 members, spread over 2,728 square miles in 41 towns that span four 4 counties. The customer class served by the Co-op is predominantly residential, comprising 94% of the meters on the system. As a cooperative, WEC operates under the Seven Cooperative Principles. WEC is a democratic organization controlled by its members. A 9-member Board of Directors is elected by its members. These directors actively participate in setting policies and making decisions and are accountable to the membership. In addition to distribution services, WEC owns two small generating facilities. A wholly owned subsidiary is responsible for operating the larger of the two facilities.

WEC is an Equal Employment Opportunity/Affirmative Action employer. All bidders are expected to comply with all applicable equal employment opportunity laws and statutes.

Successful bidders are expected to be familiar and comply with the requirements of:

- *Title 2 of the Code of Federal Regulations, Part 200, Appendix II*¹
- *Title 7 of the Code of Federal Regulations, Part 1726*²
- *Vermont State Construction Prevailing Wage Rate Schedule*¹³

II. INFORMATION ABOUT THIS RFP

A. OBJECTIVE

WEC solicits vegetation management proposals from qualified firms to provide utility line clearance along energized electric facilities.

Proposals must be received by WEC at the address set forth in Paragraph B.4. no later than 4:00 PM Eastern Time on **July 7th, 2025**. Proposals received after this date and time will not be considered.

¹ [Title 2 of the Code of Federal Regulations, Part 200, Appendix II](#)

² [Title 7 of the Code of Federal Regulations, Part 1726](#)

³ <http://www.vtlmi.info/stateconstrprevailwage.pdf>

WEC's goal is to have contracts in place by **September 1st, 2025**, with a goal of completing scheduled work annually through **December 31, 2027**. The Contract term will be two years and four months, during which time rates will not be re-negotiated and Contractor will be responsible for completing vegetation management services awarded them to the specifications and timeframes identified.

B. INSTRUCTIONS

1. Bidders desiring to respond to this RFP are required to do so in accordance with the instructions and format contained herein. Bidders are required to complete all sections that require a response. Any response to this RFP that is incomplete may be disqualified.
2. Your proposal to this RFP must include the following:
 - a) Detailed response to the Statement of Work
 - b) Completed WEC Pricing Submittal Documents (Exhibit A)
 - c) Completed qualification and certification form for all employees proposed to be working on the WEC system (See Exhibit D)
 - d) Bidder's company information (See Section E below)
3. Proposals must be submitted for the full scope of work described in this RFP. In the event a bid is submitted that does not fully comply, the bidder should provide a detailed description of all exceptions and proposed alternates.
4. Proposals should be submitted via email to RFP@wec.coop
5. All questions are to be directed in writing via email to address above. The answers will be sent to all potential bidders simultaneously via email.
6. WEC will use the contract attached as Exhibit B for the purpose of the agreement between the parties. The bidder should thoroughly review contract terms in preparing a proposal.
7. The bidder should identify the key personnel who will be assigned to the Project and include their qualifications. The bidder may not remove or substitute key personnel identified by bidder in response to this document without WEC's prior written consent.
8. Each bid shall be signed on behalf of the entity submitting it by a person legally authorized to bind the entity. Upon request, the bidder should furnish satisfactory evidence of the authority of any signatory.

9. Bidder's offer must be firm for a period of ninety (90) days from the date responses are due.

C. ADDITIONAL INFORMATION AND REQUIREMENTS

1. Proposals will be reviewed, evaluated, and ranked utilizing the following criteria:
 - a) Price (30%)
 - b) Experience and Qualifications (20%)
 - c) Technical and Non-Technical Requirements (20%)
 - d) Crew & Equipment Availability (20%)
 - e) Safety Record (10%)
 - f) Other factors and considerations as described below
2. WEC will evaluate all compliant proposals, as determined by WEC, for the purpose of selecting a short list of Vendors. Then, WEC may request presentations or meetings for product demonstration and proposal clarifications from the short-listed vendors. At WEC's discretion, WEC may choose to forego presentations and may award a contract based solely on information supplied in the Vendor's proposal response.
3. WEC reserves the right to accept or reject, modify, or cancel this RFP and Proposals, in part or in its entirety, and solely as a matter of WEC's discretion. WEC may execute such discretion for several reasons including without limitation: adverse or inconsistent regulatory decisions or requirements, changed financing conditions, changed business circumstances. WEC further reserves the right to waive any informalities or technical defects of the proposal determined to be in the best interest of WEC. WEC may elect to reject all Proposals, to make multiple awards, or to make a partial award to one or more Proposers. WEC shall not, in any event, be liable for any expenses or costs incurred by Proposers in preparing their proposals.
4. The requirements in this RFP are the minimum required in order to qualify for favorable consideration. WEC encourages all bidders to provide their professional recommendations or any other information they feel may reflect favorably for their consideration in the selection process. WEC reserves the right to award a contract based on the bidder's initial response, without negotiation. Therefore, bidders are

strongly encouraged to submit their most favorable offer, as proposals will be evaluated and ranked upon the basis of the response submitted.

5. All responses to this RFP will become the property of WEC.
6. The information contained in the bid and any contract resulting therefrom is regarded as confidential and is not to be disclosed beyond the parties directly involved without the express written permission of the bidder and WEC. In protecting any bidder's confidential or proprietary information, WEC need only use the same degree of care that it uses to protect its own confidential and proprietary information provided such information is clearly marked as being confidential and proprietary. WEC further reserves the right to disclose such information if such disclosure is solely for the evaluation of the response to this RFP.
7. No obligations on the part of WEC will be incurred until a satisfactory contract has been signed by the bidder and accepted by WEC.
8. Unless otherwise notified by WEC in writing, any award resulting from this RFP shall be non-exclusive.
9. Should bidder find any discrepancies in, or omission from, any part of this RFP, or should a bidder be in doubt as to the meaning of any part hereof, bidder should immediately notify WEC in writing and obtain clarification in writing, prior to submitting a bid. Failure to do so will not relieve the bidder from the responsibility for properly estimating the difficulty or the cost of successfully completing the work.
10. All costs incurred directly or indirectly by the bidder in the preparation and presentation of the bid, including the costs of its participation in a pre-award meeting, if any, shall be the responsibility of the bidder.
11. Bidder and its employees, agents and subcontractors shall not offer or give to an officer, employee or agent of WEC any services, gifts, entertainment, payments, loans or special favors which might appear to be offered to influence the award of a contract or to obtain favorable treatment or another contract with WEC.

12. By submission of a bid in response to this request, bidder represents (a) that it has familiarized itself with this RFP, including the attached exhibits, and all other conditions that may affect the time, manner, cost or difficulty of completing the work; (b) that the bid is genuine and is not made for any fraudulent purpose; (c) that bidder has not directly or indirectly induced or solicited any person or entity to refrain from submitting a bid; and (d) that bidder has examined and is familiar with its bid and is ready and willing to perform services as described.

D. Selection Schedule

1. The estimated schedule for completing the evaluation and selection is as follows:
 - a) RFP Available May 27th, 2025
 - b) All Proposers Questions submitted by June 6th, 2025
 - c) Answers to Questions posted on June 13th, 2025
 - d) Proposal Due Date July 7th, 2025
 - e) Anticipated Vendor Selection August 1st, 2025
 - f) Anticipated Contract Execution September 1st, 2025

E. BIDDER'S COMPANY INFORMATION

1. Please provide the following information and include in your response to this RFP:
 - a) Company history
 - b) Number and size of similar contracts
 - c) Three references of similar size/volume projects. Include name of contact, address, phone number approximate value and duration of contract

III. INSURANCE REQUIREMENTS

The table below describes WEC's insurance requirements for contractors (see draft contract in Exhibit B for more details regarding insurance requirements):

TYPES OF INSURANCE	LIMITS OF LIABILITY (Minimum Amounts)
Comprehensive or Commercial General Liability and Third-Party Property Damage	\$2,000,000 per occurrence, \$3,000,000 aggregate

Excess Liability insurance	\$5,000,000
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation/ Employer's Liability	\$500,000 per accident

A. Insurance Exclusions

1. Wildfire exclusion endorsement clause on contractor liability insurance must be waived as part of the services contract with WEC.

IV. STATEMENT OF WORK

B. Contract Duties

1. The Contractor is responsible for furnishing all supervision, labor, tools, transportation, equipment and materials necessary to prune and/or remove trees/brush that are within the right of way and/or interfering with WEC overhead electric lines and to dispose of the debris resulting from such work, as directed by WEC. The Contractor shall perform the required work in the most efficient and productive manner possible, with due regard to all applicable specifications for the completion of said work. This includes, but is not limited to, safety, work quality, debris disposal and public relations specifications as set forth by WEC and/or referenced in the Agreement between WEC and Contractor.
2. The Contractor shall be responsible for receiving work assignments, navigating throughout WEC's service territory, documenting customer notifications and reporting all completed vegetation maintenance activities.
3. All work shall be performed in accordance with WEC's Specifications for Vegetation Management, which is provided with this RFP.
4. Unless otherwise specified, the Contractor shall be paid in the following manner:
 - a) Upon completion by the Contractor of each Work Assignment, the Contractor shall submit a billing for the work performed, showing the total number and character of clearing units, and total labor furnished.
 - b) Specific data fields and line items to include with the invoice for each crew, on each work day:
 - i. Substation
 - ii. Feeder
 - iii. Parcel Address
 - iv. Work Description

- v. Work Order number (If applicable)
 - vi. Crew Type
 - vii. Number of Danger Trees Removed
 - viii. Pole Number (Cut From)
 - ix. Pole Number (Cut To)
 - c) Upon receipt of invoice, WEC's representative will inspect all work performed by the Contractor on the Work Assignment. the Contractor shall have an authorized agent accompany WEC's designated inspector when final inspection is made.
 - d) If WEC approves workmanship upon inspection, WEC will make payment for all amounts to which the Contractor shall be entitled within 15 days of the final inspection.
5. All projects shall be completed to WEC Specifications within the calendar year that they are scheduled to be completed. Deviations from RFP schedule can be discussed and mutually agreed upon by both parties, as needed.
 6. The Contractor shall place an on-site lead worker or supervisor in charge of the work to be performed for WEC. This individual shall maintain close contact with WEC staff and be the contact point for all requests for changes in plans or specifications and other communications made on behalf of WEC.
 7. Contractor vehicles shall be identified with Company name/logo and WEC Contractor magnets/logo when working on WEC System. Contractor's staff and equipment shall at all times present a neat appearance, and all work shall be done, and all complaints shall be handled by Contractor with due regard to WEC's desire to provide high quality service to our customers.
 8. The Contractor shall give immediate attention to all complaints of any nature received from property owners, agents or public authorities and make all reasonable efforts to achieve a prompt and mutually acceptable resolution. The Contractor will make reasonable efforts to inform WEC staff of customer complaints and their resolution.
 9. Contractor equipment should not remain on a member's property for greater than 24 hours prior to work commencing, or greater than 24 hours following work completion without documented permission from the member.
 10. Vegetation maintenance activities being conducted on WEC's system shall be implemented and/or overseen by individuals with International Society of Arboriculture (ISA) Certification or equivalent documented training.
 11. Crew forepersons shall notify WEC dispatch prior to commencing work daily. Notifications shall include specific work location(s) and shall take place when

conducting member notifications, as well as when conducting maintenance activities. The Crew Foreperson shall also notify WEC dispatch if they change locations during the day and when they go off the WEC system each day.

12. The Contractor's responsibilities also include storm response during and/or after normal working hours, as directed by WEC. All line clearance personnel performing routine vegetation maintenance activities on WEC's system are to be made available to WEC for storm response upon request and shall not be released to other utilities until/unless such release has been approved by WEC Staff.
13. Prior to Safety Training, for every person that will perform work on WEC Property, Contractor will provide an Employee Qualification Certification Form ("Certification Forms") using the form attached to Exhibit E. WEC will retain the Certification Forms to help ensure that all personnel that perform work have received all required training. Until a person has provided the Certification Form and received safety training, he or she will be prohibited from working on WEC Property. The Contractor shall update such Certification Forms annually.
14. If the Contractor assigns new personnel to perform the work, the Contractor must:
 - a) Notify WEC of the assignment at least one week in advance
 - b) Provide Certification Forms for such new personnel
 - c) Ensure that such new personnel receive Safety Training prior to commencing field work

C. Safety Requirements

1. State and federal safety requirements. The Contractor shall conduct all work in accordance with state and federal health and safety regulations, including 29 CFR 1910 and American National Standards Institute (ANSI) standards Z133-2017 and A300.
2. Spill Clean-up. The Contractor will be responsible for all spill clean-up or other emergency procedures. Any release of a reportable amount of a hazardous substance must be reported immediately to WEC's Safety Manager, and the Contractor must provide WEC's T & D Vegetation Management Program Manager or Safety Manager with copies of all applicable documentation associated with the spill and the clean-up.
3. DigSafe Requirements. The Contractor will perform work in compliance with the Vermont Underground Facility Damage Prevention Program and will take full responsibility for providing notification of all excavation activities as required under the applicable laws and rules. Any damage to underground utility facilities during

excavation activities by the Contractor shall be reported immediately to WEC's Forestry staff or Safety Manager.

4. All accidents involving injury to Contractor employees, property damage, automobile accidents or third-party damage must be reported immediately to WEC's Safety & Environmental Compliance Specialist.
5. In the event that a line clearance crew experiences contact (direct or indirect) with energized electric facilities, all work shall immediately cease, the crew will clear off the line and the crew foreperson will notify the WEC control center immediately. WEC staff will conduct an interview and post-incident review with the entire line clearance crew as soon as practical following the incident. A formal incident report shall be submitted by the Contractor. A safety stand down shall take place and the members of the crew are prohibited from returning to work on WEC's system prior to the completion of the incident review and shall only return to the system upon approval by WEC staff.
6. Following any incident involving a fault on the line or any compromised state of the electric facility, at least one member of the crew shall remain on site to secure the scene and prevent any members of the public from entering the work zone until WEC personnel have arrived on site. Failure to comply with this requirement shall warrant immediate termination.
7. Drug Free Workplace. WEC requires all Contractors to comply with the requirements of the Drug Free Workplace Act of 1988. Contractor employees and subcontractors are expected to report to work in an appropriate mental and physical condition for work. Use of controlled substances during work or while on WEC Property is strictly prohibited and grounds for termination for cause.
8. Safety Equipment and Personal Protective Equipment ("PPE"). The Contractor is required to provide all appropriate safety equipment, including PPE and Fire-Resistant Clothing. The contractor shall ensure that equipment and PPE are functioning properly, well maintained, and periodically inspected.
9. Work Stoppage. Any WEC employee or representative that observes unsafe work practice or condition is authorized to request a work stoppage. Unsafe work practices or conditions shall be immediately reported to WEC. All damages, whether direct or consequential, as a result of safety-related work stoppages, shall be borne by the Contractor.
10. Workplace Auditing. All work performed by the Contractor is subject to unannounced safety and environmental inspections and audits (collectively referred to as audits) by WEC. The audits may include but not be limited to:

- a) Documentation (e.g., training records, environmental checklists, tailboard from)
- b) Adherence to appropriate environmental and safety work practices
- c) Proper use of personal protective equipment (PPE)
- d) Compliance with applicable OSHA/VOSHA standards
- e) Compliance with environmental permits
- f) Compliance with environmental and safety guidance documents. WEC reserves the right to take any appropriate action in response to such audits.

11. Compliance With Safety Standards. Failure to comply with applicable safety rules and standards may result in termination of any engagement, at WEC's sole discretion.

EXHIBIT A: PRICING SUBMITTAL DOCUMENTS

WEC 2025-2027 VEGETATION MANAGEMENT RFP TIME & MATERIAL RATES FOR PLANNED MAINTENANCE PROJECTS

Clearing on planned maintenance projects to be billed at T & M rates submitted below, with overall cost total for individual projects not to exceed project prices submitted on separate WEC Unit Work pricing submittal sheet. Pricing submitted below is to include all costs to achieve WEC specifications for Vegetation Management on Transmission and Distribution Systems, including member notification, vegetation maintenance, danger tree removal, and traffic control associated with planned maintenance projects across WEC's service territory.

Contractor: _____

Address: _____

Crew Type:	UNIT PRICE (\$/Hr.)
2-Person Aerial Crew (Foreman, Laborer, Bucket Truck, Chipper, Pickup, Tools)	_____
3-Person Aerial Crew (Foreman, 2 Laborers, Bucket Truck, Chipper, Pickup, Tools)	_____
3-Person On-Road Climbing Crew (Foreman, Climber, Laborer, Chip Truck, Chipper, Tools)	_____
3-Person Off-Road Aerial Crew (Foreman, 2 Laborers, Track Bucket Truck, Pickup, Tools)	_____
3-Person Off-Road Climbing Crew (Foreman, Climber, Laborer, Pickup, Tools)	_____
2-Person Flagging Crew (2 Flaggers, Signs, Traffic Cones)	_____
Additional Equipment and Crew Types:	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
* Hourly rates are based on a 40 hour work week. Overtime will not be paid without prior approval by WEC Staff	

WEC 2025-2027 VEGETATION MANAGEMENT RFP TIME & MATERIAL RATES FOR UN-PLANNED MAINTENANCE PROJECTS

Clearing on un-planned maintenance projects to be billed at T & M rates submitted below. Pricing submitted below is to include all costs to achieve WEC specifications for Vegetation Management on Transmission and Distribution Systems, including member notification, vegetation maintenance, danger tree removal, and traffic control associated with un-planned maintenance projects (outages, hot-spot trimming, new attachments, make-ready clearing for communication utilities) across WEC's service territory.

Contractor: _____

Address: _____

Crew Type:	UNIT PRICE (\$/Hr.)
2-Person Aerial Crew (Foreman, Laborer, Bucket Truck, Chipper, Pickup, Tools)	_____
3-Person Aerial Crew (Foreman, 2 Laborers, Bucket Truck, Chipper, Pickup, Tools)	_____
3-Person On-Road Climbing Crew (Foreman, Climber, Laborer, Chip Truck, Chipper, Tools)	_____
3-Person Off-Road Aerial Crew (Foreman, 2 Laborers, Track Bucket Truck, Pickup, Tools)	_____
3-Person Off-Road Climbing Crew (Foreman, Climber, Laborer, Pickup, Tools)	_____
2-Person Flagging Crew (2 Flaggers, Signs, Traffic Cones)	_____
Additional Equipment and Crew Types:	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
* Hourly rates are based on a 40 hour work week. Overtime will not be paid without prior approval by WEC Staff	

WEC 2025-2027 VEGETATION MANAGEMENT RFP UNIT RATES FOR PLANNED MAINTENANCE PROJECTS

Clearing on planned maintenance projects to be billed at T & M rates submitted below, with overall cost total for individual projects not to exceed project prices submitted on separate WEC Unit Work pricing submittal sheet. Pricing submitted below is to include all costs to achieve WEC specifications for Vegetation Management on Transmission and Distribution Systems, including member notification, vegetation maintenance, danger tree removal, and traffic control associated with planned maintenance projects across WEC's service territory.

Contractor: _____

Address: _____

[illegible]

EXHIBIT B: PROFESSIONAL SERVICES AGREEMENT TEMPLATE

**CONTRACT FOR
RIGHT-OF-WAY CLEARING SERVICES**

THIS AGREEMENT made this *Date*, between the WASHINGTON ELECTRIC COOPERATIVE, INC. (WEC), of East Montpelier, Vermont, and *CONTRACTOR*, with offices located at *CONTRACTOR ADDRESS* (hereafter referred to as the “*CONTRACTOR*” or “Contract for Right of Way Clearing Services”).

In consideration of the mutual promises and agreements contained herein, *CONTRACTOR* . and WEC agree as follows:

Article I. The Work

CONTRACTOR shall, as an independent contractor, provide right-of-way clearing services as described in Section IV of the Request for Proposal attached as Exhibit C and assigned weekly by WEC’s designated agent (“Work Assignment”). The Work Assignment shall be delivered in accordance with WEC’s Vegetation Management Practices and other provisions of this contract. As an independent contractor, and as more particularly described in Article IV below, *CONTRACTOR* shall apply its best skills and judgment and shall be responsible for the manner and means of delivering right-of-way clearing services and Work Assignments in accordance with WEC’s Vegetation Management Practices and other provisions of this contract. *CONTRACTOR* shall use its own equipment to deliver Work Assignments and any other services under this contract.

Article II. Time

1. All time limits stated in the Contract are of the essence.
2. *CONTRACTOR* shall complete each Work Assignment within the time specified by WEC’s designated agent.
3. If *CONTRACTOR* is delayed at any time while completing the Project because of changes ordered by WEC, fire, flood or other acts of God, unusual delay in transportation, unavoidable casualties, causes beyond *CONTRACTOR*’s control, or by any cause which WEC may determine justifies the delay, then the Project time shall be extended for such reasonable time as may be mutually agreed upon by WEC and *CONTRACTOR*; provided, however, that no such extension of time for completion shall be granted unless *CONTRACTOR* submits a request to WEC for such an extension of time within five (5) days after the happening of the event causing a delay.
4. *CONTRACTOR* shall perform work only on days that WEC is opened for business. If there is an urgent need by *CONTRACTOR* to perform work on other days, WEC at its discretion may waive this requirement.

Article III. Payment.

1. *CONTRACTOR* shall be compensated for all right-of-way clearing and re-clearing services at the rate provided in the quotation package submitted by *CONTRACTOR* for the year 2025, which is attached hereto as Exhibit A.
2. Unless otherwise specified, *CONTRACTOR* shall be paid in the following manner:
 - A. Upon completion by *CONTRACTOR* of each Work Assignment, *CONTRACTOR* shall submit a billing for the work performed, showing the total number and character of clearing units, and total labor furnished.
 - B. Upon receipt of such invoice, WEC's representative will inspect all work performed by *CONTRACTOR* on the Work Assignment. *CONTRACTOR* shall have an authorized agent accompany WEC's designated inspector when final inspection is made.
 - B. If WEC approves workmanship upon inspection, WEC will make payment to of all amounts to which *CONTRACTOR* shall be entitled thereunder within 15 days of the final inspection.
3. In the event that WEC determines that *CONTRACTOR*'s workmanship contains defects, it shall be the duty of *CONTRACTOR* to correct such deficiencies at its own expense before WEC will accept the workmanship and approve payment of the invoice.
4. In the case of flat cutting during winter months, WEC at its discretion may withhold a minimum of ten percent (10%) of the invoice amount until the stumps can be cut flush with the ground in the spring, at which time, the balance withheld shall be disbursed.
5. No payment shall be due while *CONTRACTOR* is in default in respect to any of the provisions of this Contract for Right-of-Way Clearing Services, and WEC may withhold from *CONTRACTOR* the amount of any claim by a third party against either *CONTRACTOR* or WEC based upon an alleged failure of *CONTRACTOR* to perform the work hereunder in accordance with the provisions of this Contract for Right-of-Way Clearing Services.
6. The acceptance of the final payment by *CONTRACTOR* for a Work Assignment will constitute a waiver of all claims by *CONTRACTOR* against WEC except those mutually recognized as unsettled and expressed in writing with the signatures of both WEC's duly authorized representative and *CONTRACTOR*'s duly authorized representative.
7. The prices quoted for the right-of-way clearing services shall include any sums which are or may be payable by *CONTRACTOR* on account of taxes imposed by any taxing authority on payments for materials furnished or services performed by *CONTRACTOR* under the terms of this Contract for Right-of-Way Clearing Services.

Article IV. General Conditions

1. *CONTRACTOR* warrants that it has carefully reviewed WEC's Vegetation Management Practices and will abide by the provisions stated therein.
2. *CONTRACTOR* shall provide the right-of-way clearing services required for each Work Assignment, using its best skills and attention. *CONTRACTOR* shall be solely responsible for ensuring that all means, methods, techniques, sequences and procedures used in delivering these services are in compliance with State and Federal laws and regulations, and with WEC's Vegetation Management Practices. *CONTRACTOR* shall be solely responsible for assuring that right-of-way-clearing services are provided in a safe manner.
3. *CONTRACTOR* shall be responsible for coordinating all portions of the Work Assignment with others that are working on the respective Work Assignment and with WEC. *CONTRACTOR* shall be responsible for notifying WEC in a timely manner of any circumstance which may result in a delay in the implementation and/or completion of the Work Assignment.
4. *CONTRACTOR* shall not proceed with the cutting of trees or clearing of a right-of-way without notification from WEC that proper authorization has been received from the owner of the property, and *CONTRACTOR* shall promptly notify WEC whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on their land in connection with the Work Assignment, and shall obtain the consent of WEC before proceeding in any such case.
5. *CONTRACTOR* shall cause the work on each Assignment to receive constant supervision by a competent foreman, who shall be present at all times during working hours when new clearing or re-clearing work is being carried out. In addition, the foreman shall be an authorized agent for *CONTRACTOR* to take direction and/or assignments from WEC as need be under this Contract.
6. *CONTRACTOR* shall employ in connection with each Work Assignment, capable, experienced and reliable workers as may be required for the various classes of work to be performed.
7. *CONTRACTOR* shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work.
8. *CONTRACTOR* shall be responsible for the acts and omissions of all its employees, agents, subcontractors, and/or assigns in the performance of the services provided in each Work Assignment. WEC reserves the right to require the removal from the Work Assignment of any of *CONTRACTOR* employee(s), agents, subcontractors, and/or assigns if, in the judgment of WEC, such removal is necessary to protect WEC's interests.
9. *CONTRACTOR* shall indemnify and hold harmless WEC, its agents, assigns, employees, directors, officers, and/or subcontractors, from and against all claims, damages, losses, and expenses,

including attorney fees and costs, arising out of or resulting from an act or omission in the performance of *CONTRACTOR's* work and/or the work of its employee(s), agents, subcontractors, and/or assigns.

10. *CONTRACTOR's* obligation to indemnify WEC, its agents, assigns, employees, directors, officers, and/or subcontractors, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for *CONTRACTOR* or any subcontractor under Worker' Compensation Acts, disability benefit acts or other employee benefit acts.
11. WEC may request that *CONTRACTOR* suspend its work on the Work Assignment, wholly or in part, for such period or periods as WEC may deem appropriate due to budget restrictions, unsuitable weather or such other conditions as are considered unfavorable for the satisfactory execution and/or completion of the Work Assignment; provided, however, that *CONTRACTOR* shall not suspend work pursuant to this provision without authority from WEC to do so.

12. Independent Contractor Status

CONTRACTOR is an independent contractor, and neither *CONTRACTOR* nor *CONTRACTOR's* employees or contract personnel are, or shall be deemed, WEC's employees. In its capacity as an independent contractor, *CONTRACTOR* agrees and represents, and WEC agrees, as follows

- a) *CONTRACTOR* has the right to perform services for others during the term of this Agreement.
- b) *CONTRACTOR* has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- c) The services required by this Agreement shall be performed by *CONTRACTOR*, *CONTRACTOR's* employees, or contract personnel, and WEC shall not hire, supervise, or pay any assistants to help *CONTRACTOR*.
- d) Neither *CONTRACTOR* nor *CONTRACTOR's* employees or contract personnel shall receive any training from WEC in the professional skills necessary to perform the services required by this Agreement.
- e) Neither *CONTRACTOR* nor *CONTRACTOR's* employees or contract personnel shall be required by WEC to devote full time to the performance of the services required by this Agreement.
- f) *CONTRACTOR* shall use and be responsible for its own equipment when providing right-of-way clearing services to WEC.

Article V. Subcontractors

1. With written approval from WEC, *CONTRACTOR* may subcontract all or a portion of a Work Assignment subject to the terms and conditions of this Contract for Right-of-Way Clearing Services.
2. Nothing in this section shall confer a right upon *CONTRACTOR* to subcontract its rights and duties under this contract.

Article VI. Protection of Persons and Property

1. *CONTRACTOR* shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the delivery of its services in accordance with all Occupational Safety and Health Administration (OSHA) rules and regulations, and all other applicable Federal, State and local laws. *CONTRACTOR* shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the work site and other persons who may be affected thereby, (2) all the work, materials, and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto, in accordance with all applicable federal, state and local rules and regulations. *CONTRACTOR* shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
2. *CONTRACTOR* is responsible for ensuring that employees have had the required training in electrical hazard awareness relating to OSHA 1910.269, and annual CPR training. Employees will also perform a bucket truck rescue, and all climbers will successfully complete a tree rescue annually. *CONTRACTOR* will maintain documentation that this training has been done.
3. *CONTRACTOR* will document that a job briefing is being done before work begins each day. Additional job briefings will be performed and documented whenever there are significant changes to the job or the hazards involved with performing the job change. This documentation will be made available to WEC upon request.
4. All damage or loss to any property caused in whole or in part by *CONTRACTOR*, its agents, officers, directors, employees, Subcontractor(s), assigns, and/or by anyone for whose acts the *CONTRACTOR* may be liable, shall be remedied by *CONTRACTOR*.
5. *CONTRACTOR* shall submit to WEC reports of all accidents in accordance with Federal and State laws, rules, and regulations.

Article VII. Contractor's Liability Insurance

1. *CONTRACTOR* and its separate Subcontractors shall purchase and maintain throughout the period during which work is performed the following minimum insurance coverage:

- A. Worker's Compensation insurance in statutory limits covering all employees who perform any of the obligations assumed under this Contract.
 - B. Commercial general liability insurance with a minimum general aggregate coverage of \$2,000,000 to cover claims for damages because of bodily injury, including death, and from claims for damages to property which may arise, out of or result from *CONTRACTOR*'s operations under this Contract for Right-of-Way Clearing Services, whether such operations be by itself or by any Subcontractor or anyone directly or indirectly employed by any of them. Also required is \$1,000,000 liability insurance coverage on all self-propelled vehicles used in connection with this Contract for Right-of-Way Clearing Services, whether owned or rented by *CONTRACTOR* or any of its employees, agents, officers, directors, Subcontractors and/or assigns. These insurance policies shall be written for not less than any limits of liability specified as part of this Contract for Right-of-Way Clearing Services, or required by law, whichever is the greater.
2. WEC shall have the right at any time to require insurance coverage greater than those required in subsection (1) of this section in any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.
 3. *CONTRACTOR* shall name Washington Electric Cooperative, Inc. as an additional insured on those policies providing coverage as required in paragraph # 1 above.
 4. *CONTRACTOR* shall furnish WEC with Certificates of Insurance evidencing compliance with the foregoing liability and worker's compensation insurance requirements prior to commencing work under this contract and shall keep them current.
 5. *CONTRACTOR* shall notify WEC in writing thirty (30) days prior to Notice of Cancellation or non-renewal of any policy.

Article VIII. Amendments/Charges in the Work

1. The Contract sum may be changed only by a written change order signed by both parties.
2. WEC may from time to time during the progress of the work assigned make such changes in, additions to or deletions from the Work Assignment as conditions may warrant; provided, however, that *CONTRACTOR* shall have been given proper notice of such change in work; and provided further, that if the cost to *CONTRACTOR* shall be materially increased by any such change or addition, WEC shall negotiate with *CONTRACTOR* to pay the reasonable cost of the change.
3. *CONTRACTOR* shall make no change in the Work Assignment or in the methods and/or materials used, or supply additional labor, services or materials beyond that actually required for the implementation of this Contract for Right-of-Way Clearing Services, unless both parties authorize in writing a change order authorizing *CONTRACTOR* to proceed with the change. No

claim for an adjustment of the Work Assignment and/or quotation package price shall be valid unless both parties execute a change order in compliance with this subsection.

Article IX. Compliance Federal and State Laws.

1. *CONTRACTOR* shall comply with all applicable Federal, State and local rules and regulations.
2. The *CONTRACTOR* shall comply with all applicable regulations and executive orders of the Secretary of Labor, U.S. Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Statute, 948.62, Statute M, Title 18 U.S.C., Section 847, and Title 40 U.S.C., Section 276C), and any amendments or modifications thereof.
3. The *CONTRACTOR* shall comply with all applicable regulations of the Federal Rehabilitation Act of 1973, specifically Section 503, Handicapped and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act, and the Americans with Disabilities Act.
4. Nondiscrimination:
 - A. Consistent with Federal and State law, *CONTRACTOR* will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, or age. *CONTRACTOR* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, or age. 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 setting forth the provisions of this nondiscrimination clause.
 - B. The *CONTRACTOR* will, in all solicitations or advertisements for 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, ancestry, national origin, sex, sexual orientation, place of birth, or age.
 - C. The *CONTRACTOR* will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of *CONTRACTOR* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants, for employment.
 - D. *CONTRACTOR* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- E. *CONTRACTOR* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant hereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of *CONTRACTOR* noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in *whole or* in part and *CONTRACTOR* may be declared ineligible for other Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. *CONTRACTOR* will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of labor issued pursuant to section 204 of Executive Order 11246, dated September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. *CONTRACTOR* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event *CONTRACTOR* becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the agency, *CONTRACTOR* may request the United States to enter into such litigation to protect the interests of the United States.

Article X. Termination

1. WEC shall have the authority and/or ability to terminate this Contract at-will, **with or without cause at any time.**
2. In the event termination occurs in the middle of a Work Assignment, completed sections of the Work Assignment will be paid as provided in the quotation package for the year 2024.

Article XI. Extension to Successors and Assigns

Each and all of the covenants and agreements contained in this contract shall extend to and be binding upon the successors and assigns of *the* parties hereto.

Article XII. Non-Exclusivity.

WEC maintains the right to hire any other *CONTRACTOR* to provide clearing services in addition to *CONTRACTOR*.

Article XIII. Arbitration.

1. All disputes arising out of the interpretation of this Contract, quality of work performed, or sums due under the Contract, will be decided by a single arbitrator agreed to by both parties, who shall be a member of the American Arbitration Association, unless otherwise agreed to by both parties, and whose decision will be final.
2. Acknowledgement of Arbitration. By the execution of this Contract, each of the parties acknowledges and understands that this Contract contains an agreement to arbitrate. After signing this document, each party understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, each party agrees to submit any such dispute to an impartial arbitrator.
3. Costs of arbitration, which include costs of evidence, experts and counsel, shall be borne by the non-prevailing party.
4. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Vermont.

Article XIV. Section Headings.

The section headings contained in this Contract are for reference only and shall not affect in any way the meaning or interpretation of this Contract.

Article XV. Entire Agreement.

This Contract constitutes the entire agreement and understanding of the parties with respect to the matters and transactions contemplated hereby and supersedes any and all prior agreements and understanding with respect thereto. No representations have been made, or relied upon, by either party except those set forth in this Contract.

Article XVI. Severability.

If any provision of this Contract is found to be invalid or unenforceable, the validity or enforceability of any other provision of this Contract shall not be affected thereby.

This Contract and all terms and conditions herein are approved and accepted as of the date first above written.

WASHINGTON ELECTRIC COOPERATIVE *CONTRACTOR*

BY: _____

BY: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C: SPECIFICATIONS FOR VEGETATION MANAGEMENT



Washington Electric Cooperative, Inc.

40 Church Street
P.O. Box 8
East Montpelier, Vermont 05651

Toll Free: 800-932-5245
Telephone: 802-223-5245
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www.washingtonelectric.coop

Exhibit C. Specifications for Vegetative Management

Issued by **Washington Electric Cooperative**

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I. General Information

Scope

The purpose of these specifications is to provide clear terms and guidance for vegetation management work on the Washington Electric Co-op transmission and distribution system. Work shall be completed in conformance with these specifications and all other provisions of the contract documents.

Safety

This specification is not intended to replace or interfere with the implementation of any national or state safety standards or OSHA regulations. Each contractor is individually responsible for ensuring that it is following all laws, rules, codes, and regulations that apply to the nature of its daily business.

II. Field Considerations

Accessibility

WEC's roadside utility lines are accessed by state, local and private roads. The contractor shall be responsible for, at their own expense, returning all road surfaces to the condition that existed prior to beginning work.

All temporary traffic control installation, maintenance and removal is required to follow the *Manual on Uniform Traffic Control Devices (MUTCD)* as published by the U.S. Department of Transportation Federal Highway Administration and adopted by the Vermont Agency of Transportation.

The contractor is responsible for contacting the local road foreman or town office in advance of vegetation maintenance scheduled to take place on town roadways, to notify them of proposed maintenance activities. Discussion should include details of the work plan and determine if there are any concerns or sensitive areas to be aware of.

Off-road sections shall be accessed by a single route wherever possible. If any variations from the original access are needed, the contractor must have the approval of the property owner or their representative. Following work, the contractor is to restore the access route to the landowner's satisfaction, at the contractor's expense. All property damage incurred during operation is to be remediated at the expense of the contractor.

Stream crossings should always be made perpendicular to the stream channel. They should be located where the channel is narrow and well defined, the banks are stable,

and the grade is gradual. Existing bridge crossings shall be utilized to the maximum extent possible for equipment crossings. Soil compaction and rutting should be avoided.

It is the responsibility of the contractor to determine where additional permitting or site access approval is needed for access to project work areas. The contractor is responsible for the issuance and the cost associated with any required access permits.

Stream Buffers

Stream buffers are areas adjacent to streams requiring special vegetation management, and these areas shall generally be maintained to a minimum width of 75 feet on each side of the stream. Where distribution lines cross streams, standing woody vegetation, shrubs and low mature height trees will be allowed to grow within the right of way (ROW), if consistent with the terrain and existing land use. This cover will protect fish habitat, service wildlife travel lanes, and control soil erosion. Where the electric line spans a ravine, streamside vegetation may be allowed to grow taller as specified by WEC's representative.

Tree pruning and removal within the ROW portion of stream buffers shall be limited to danger trees or vegetation actively growing into the powerlines.

Where tree pruning and removal is conducted within stream buffers, all slash and woody debris shall be removed from all streambeds (with or without water in them) and shorelines and relocated outside of the stream channel. All Stumps are to be left in place to help maintain bank stability.

Wetlands and Riparian Areas

The contractor shall review project maps to identify the location of wetlands and follow the Vermont Wetland Rules and Allowed Uses and Best Management Practices for Utility Maintenance (Sec. 6.08).

Maintenance of woody vegetation in the wetland and buffer zone shall occur only within an existing utility ROW, with the exception of danger trees located outside of the maintained ROW. Vegetation should be cut at ground level, leaving root systems intact.

Tree pruning and removal will be done by hand, with the use of chainsaws and pole saws. Use of heavy mechanical equipment should be avoided. If heavy equipment is necessary, the work should take place during the winter months or during very dry conditions to limit site disturbance.

Waste disposal and equipment refueling shall be limited to areas outside the wetland and at least 50 feet from wetlands or surface waters.

Fire Protection

All Federal, State and local fire protection laws and regulations shall be adhered to and the Contractor shall be responsible for obtaining any necessary permits.

Invasive Insects

The contractor is required to comply with all State and Federal quarantines and follow all guidelines regarding the transport of into and out of the State of Vermont.

Threatened, and Endangered Species

The contractor is required to review project maps to identify the potential location of threatened and endangered species within contract work areas. Work within these areas should be completed per the specifications found in VELCO/GMP *Best Management Practices for the Avoidance of Listed Threatened and Endangered Species IVM and O & M Activities*.

III. Operating Standards

Supervision

WEC staff will direct the contractor's lead foreperson of the work areas and be in charge of vegetation management operations, communicating to the crew(s) through the foreperson.

WEC staff will provide the contractor lead foreperson with a line map of the upcoming work areas and preview the work area with the contractor, prior to the start of work in an area.

The contractor is responsible for providing adequate supervision of all employees at the work site. The contractor must effectively supervise employees to ensure the satisfactory completion of all applicable vegetation management operations safely and efficiently. This includes routine inspections of crew production and quality of work, any necessary discipline or remedial training, provision and maintenance of tools and equipment, provision of necessary maps, etc.

Crew Size and Qualifications

The standard cutting crew consists of two or three people. The lead foreperson for any contractor working on WEC right-of-way is required to be an International Society of Arboriculture Certified Arborist. Two members of a cutting crew must be a qualified line clearance arborist or trainee, as specified in ANSI Z133. Alternative crew sizes and

equipment may be utilized, as needed, but is required to be approved by WEC in advance.

Work Schedule

The lead foreperson is required to submit a weekly work schedule to the WEC staff, identifying daily crew locations. Work shifts begin and end on-site, travel time is at the Contractor's expense.

Work Progression

The contractor will work progressively, span to span along the ROW and is required to complete all assigned work before starting work in another location. Any proposed exceptions to this are required to be approved by WEC staff prior to work.

Equipment and Tools

Each line clearance truck will be equipped with a complement of tools that allow the Contractor to complete the assigned work efficiently, professionally, and productively. All-Terrain Vehicles (ATV's) may be used in areas with poor access with landowner permission and approval by the WEC. All trucks, chippers, and saws are to be maintained so that the safety, quality and quantity of work completed is not impaired. Routine maintenance of equipment by the Contractor will not be completed during normal working hours.

All equipment will be invoiced according to actual use. WEC will not be invoiced for spare or idle equipment present on the job site.

Maintenance Reports & Billing

Each crew is required to turn in weekly maintenance reports, documenting the crew foreman, all labor and equipment hours and specific daily work location information, including the distance of line covered and distance of line cut at each location. The Contractor shall complete and submit these forms along with all invoicing. Payment may be withheld as a result of incomplete Maintenance Reports.

Invoices will be submitted monthly and be accompanied by maintenance reports detailing completed work. All invoices must be approved by the WEC staff.

Work Inspection

The Contractor's work is always subject to inspection by the WEC staff and public authorities. The contractor shall notify the WEC staff of any proposed changes in daily crew assignments or working hours sufficiently in advance.

Improper Work Techniques

Any variance from instructions given the crew by the WEC staff or WEC policy as stated herein, will be grounds for dismissal of foreman and/or all or any member of the crew from WEC rights-of-way.

Property Owner Notifications

WEC has the primary responsibility for contacting property owners prior to the commencement of vegetation management work. WEC member notification of scheduled right of way maintenance activities will occur via automated email and phone messages.

While WEC is responsible for initial member notification of upcoming work, the contractor will often be required to interact with WEC members during scheduled work activities. Supervisors must have sufficient public relations skills to be able to effectively communicate with the public as the need arises. Supervisors and workers shall be presentable and act professionally. If necessary, contact with members, landowners, and public officials shall be courteous and businesslike. Any discussion of impending maintenance shall be clear and precise in order to avoid misunderstanding or apprehension. If a misunderstanding occurs and cannot be resolved, the contractor shall notify the WEC staff. Trucks and other equipment are required to be kept clean and neat and in good working order.

IV. Operating Procedures**Contact Availability**

All crew forepersons are required to carry a cell phone, and the contractor is required to provide WEC with a contact sheet for all crew forepersons, as well as company management. The contractor and their employees shall respond to all calls from WEC immediately.

Notification of Work Locations

Crew forepersons shall notify the WEC Dispatch (802-223-5245, 800-932-5245, or dispatch@wec.coop) prior to commencing work, daily. Notification should include specific work location(s) identified by substation, device, line number, structure number, and road location. The crew foreperson is also required to notify the WEC dispatch if they change locations during the day and when they go off the WEC system each day.

Calling on and clearing off the system must be done on location and shall not be done from home or the garage. Calls for work locations where there is no cell service must take place as close as possible to on-site arrival and departure.

Crew locations are entered in the dispatch daily Log, identifying the location of all vegetation maintenance crews as they call in. The crew will not be logged off the system until the crew foreperson has cleared off the system through system operations.

Outages

When working on or near energized facilities, the contractor shall take all necessary precautions to prevent any unscheduled outages and/or damage to facilities.

Crew forepersons are required to carefully and continually monitor the safety of their crew while involved in vegetation maintenance activities near energized electric facilities. When specific vegetation conditions result in situations where the required maintenance is unsafe, the contractor shall take the appropriate measures and request blocking of automatic re-closing or a scheduled outage.

The crew foreperson is responsible for requesting blocking of automatic reclosing through WEC System Operations. Requests shall be placed when conducting vegetation maintenance activities in compliance with all applicable safety rules and regulations, where the crew foreperson determines taking additional precautions is prudent.

All trees, which are within minimum approach distances and cannot be reached with an insulated tool, shall be left untouched and reported to WEC staff.

In the event that the contractor experiences any contact (direct or indirect) with the electric facilities and/or is responsible for an unscheduled outage, all work shall immediately cease and desist, the crew will clear off the line and the crew foreperson will notify the WEC dispatch immediately (802-223-5245). After clearing off the line, the crew foreperson shall stay on site to speak with WEC Line Personnel when they arrive to restore power.

Thunderstorms

All line clearance crew(s) must clear off the line in the event of a thunderstorm. Once the thunderstorm passes, crew(s) can go back to work after obtaining proper clearances from the WEC System Operator.

Safety Standards

The Contractor and all contract employees are required to comply with the American National Standards Institute (ANSI) standards Z133-2017 and A300, the Occupational Safety and Health Administration (OSHA) Regulation 1910.269 and all applicable electric cooperative safety rules. Any Contractor-produced or adopted safety rules should be presented to WEC for review and approval.

It is the contractor's responsibility to conduct all vegetation management activities in a safe manner. When the condition of vegetation and/or electrical equipment represents an unsafe situation (e.g. vegetation in hard contact with electrical facilities, broken insulators or other hazardous or unusual situations) the Foreperson will postpone maintenance and contact the WEC staff as soon as possible.

Written pre-job safety briefings are required to be completed by the contractor. Briefings shall include identification of the closest emergency 911 address to the work location and cover at a minimum: energy source controls, job hazards review, work procedures, special precautions and personal protective equipment. The contractor shall collect and review all pre-job safety briefings and provide copies to WEC staff weekly.

V. Operation Policy

Certificate of Insurance

Contractors will not be allowed to commence operations until WEC receives a certificate of insurance from a carrier approved by WEC, indicating compliance with insurance bonding. Insurance coverage must be satisfactory in all respects and have a clause for thirty (30) or more days prior notice to WEC of any change in coverage, including its cancellation. Certificates will be submitted to WEC prior to acceptance of a contract or before commencing work.

Contractor Responsibility

If the contractor refuses, neglects, or is unable, for any reason, to supply and maintain enough properly skilled workmen and/or proper equipment to maintain the scheduled program for this work or fail in the performance of any covenants contained in these specifications, WEC shall exercise its right to terminate the services of the crew and/or equipment.

Complaints

All complaints resulting from line clearance operations are the responsibility of the contractor and if justified, shall be corrected as soon as possible. The WEC staff is to be promptly notified of all complaints and their resolution. If the resolution involves commitment to extra work, approval shall be received from the WEC staff before proceeding.

Private Work

Under no circumstances shall the contractor's employees solicit or accept payment for services rendered or products resulting from those services (firewood, wood chips, logs, etc.) while working for WEC. The contractor may provide services to a WEC member, but the work must occur outside of the hours being billed to WEC.

Laws and Ordinances

The contractor is responsible for adhering to all applicable Federal, State and local laws, rules and regulations.

VI. Line Clearance Specifications

Scope

This section covers policies, methods, procedures, and other information necessary to guide those engaged in utility line clearance, tree pruning and removal work. All line clearance work is required to be completed in conformance with these specifications.

Compatible Species

Most native shrubs and trees with a mature height of 20 ft or less should be left in the ROW to suppress the growth of medium and large maturing tree species. The contractor should be trained to differentiate between low growing desirable shrubs and trees and less desirable medium and large maturing tree species.

Ornamental Trees located within yards or maintained areas should be preserved whenever possible. If plant species are of acceptable mature height and are environmentally compatible with the right-of-way, poles, lines and equipment; no trimming or removal is required. Where pruning or removal is required, property owners should be notified prior to pruning or removal of trees located within maintained yards.

Cutting Methods

The following is a description of the various cutting methods involved in the maintenance of WEC right-of-way.

- *Flat Cutting* - The initial cutting of a right-of-way to establish a corridor for a utility line. This is typically completed for new customer attachments. For three-phase conductors, all trees within 25 feet of the center pole line on distribution lines will be removed. For single phase conductors, all trees within 15 feet of the center pole line on distribution lines will be removed. For transmission rights-of-way, all trees within 50 feet of the center pole line will be removed.
- *Maintenance Cutting* – The cutting of incompatible species of vegetation in an established right-of-way to allow accessibility and protection for existing utility lines. Includes flat cutting of all vegetation within the right of way to ground level, as well as proper pruning of all branches growing over or towards conductors and removal of trees, which cannot be properly pruned to provide adequate clearance.
- *Danger Tree Removal* - Selective clearing of ROW line sections outside the normal maintenance cutting schedule to help improve reliability to those members who

are in a service location that is not yet scheduled for maintenance cutting. Identification of these problem line sections normally comes from the members who are affected by poor reliability, or by line workers who identify vegetation impacts while working in a service area.

- *Storm Response* - Selective clearing of ROW line sections outside the normal maintenance cutting schedule, done to restore service to members during outages.

Tree Pruning Guidelines

Trees that have the potential to interfere with primary lines should be pruned or removed to obtain clearances from tree branch parts. All pruning shall adhere to the specifications outlined in this document, as well as the American National Standards Institute (ANSI) Std. A300, *Tree, Shrub, and Other Woody Plant Maintenance-Standard Practices* and The International Society of Arboriculture's *Best Management Practices Utility Pruning of Trees*. All work will be performed with respect to property owners and their lands.

Minimum Tree-to-Conductor Clearances

When pruning trees for clearance around single-phase primary overhead distribution conductors, a minimum of 15 feet of clearance on each side of the outside conductor and 20 feet of clearance for all branches that overhang the conductors is required.

When pruning trees for clearance around three-phase primary overhead distribution conductors, a minimum of 25 feet of clearance on each side of the outside conductor and 20 feet of clearance for all branches that overhang the conductors is required.

When pruning trees for clearance around transmission lines, a minimum of 50 feet of clearance on each side of the outside conductor shall be achieved. No branches should be left overhanging the conductors.

These clearances should be considered minimum pruning requirements. All trees should be properly pruned back to the main trunk or a lateral limb. The tree's location, health, species, and growth rate should also be considered when deciding acceptable clearances.

Quantity Removed

Only healthy trees should be pruned. Not more than 25 percent of the foliage should be removed in any one growing season. Removal of more than 25 percent of the foliage can adversely affect the health and/or appearance of the tree. If removal of more than 25 percent of the foliage is required to provide proper clearance, the tree should be removed.

Hangers

All branches, limbs, and tops that hang up in the tree being worked on, or in adjacent trees, shall be removed before moving from that work site.

Secondary Lines and Service Wires

Secondary lines and service wires which have vegetation touching them, but do not pose an immediate/significant threat to safety or reliability, are a lower priority for trimming. Those branches which pose a potential threat to safety or reliability should be pruned when crews are in the area conducting scheduled vegetation maintenance activities. During routine pruning cycle trimming, attached service wires should be pruned to remove all tree limbs that are currently impacting the wires. Limbs should be pruned to the standards specified in this document.

Proper Pruning Cuts

All trimming shall be performed to direct the growth of a tree away from the conductors. Branches shall be cut back toward the center of a tree to a suitable lateral branch, parent limb or the tree trunk. This is commonly called drop crotch, lateral or natural trimming. When cutting back to a lateral branch, the diameter of the lateral branch must be at least one-third of the diameter of the branch being removed in order to sustain growth. If a proper lateral branch is not available, the branch shall be cut back to the parent limb or tree trunk. Refer to ANSI Std. A300, *Tree, Shrub, and Other Woody Plant Maintenance Standard Practices* and The International Society of Arboriculture's *Best Management Practices Utility Pruning of Trees for guidance on making proper pruning cuts*.

Approved Pruning Methods

- *Crown Reduction* - A method of pruning to reduce the height and/or spread of the tree, where the main leader or leaders are cut back to suitable laterals. This pruning method is used when a tree is located directly beneath a line.
- *Crown Raising* - The selective removal of lower limbs from a tree crown to provide clearance. Most of the natural shape of the tree is retained in this type of trimming, and the tree can continue much of its normal growth. When trimming, remove all dead branches above the wires, since this dead wood could easily break off and cause an interruption.
- *Side Pruning* - Consists of cutting back or removing the side branches that are threatening the conductors. Side trimming is required where trees are growing adjacent to utility lines. Limbs should be removed to the trunk or to a lateral that is growing parallel to or away from the conductors.

Improper Pruning Cuts

- *Stubbing* - An internodal pruning cut, done to reduce the size of a limb in an effort to achieve the minimum required clearance. This method of trimming creates

many suckers that can become a serious line clearance problem. All limbs should be pruned back to the main or to a lateral limb.

- *Topping* - The reduction of a tree's size using heading cuts that shorten limbs or branches back to a predetermined crown limit. Topping is not an acceptable pruning practice.

Tree Removal Guidelines

All tree removal shall adhere to the specifications outlined in this document, as well as the American National Standards Institute (ANSI) Std. A300, *Tree, Shrub, and Other Woody Plant Maintenance-Standard Practices*.

Conditions for Tree Removal:

- Any tree that is located within the maintained right of way (30 ft single-phase, 50 ft three-phase, 100 ft transmission) and has the ability to impact the conductor within the next maintenance cycle.
- The tree is located outside of the maintained right of way but is dead or in poor condition and has the ability to impact the conductor.
- The necessary pruning of the tree will result in greater than 25% of the live crown to be removed.
- Leaving the tree in place would put the line clearance crew or the public in greater danger than removal.
- All small diameter vegetation located within maintained right of way should also be cleared during routine maintenance cutting. The exception to this is native, compatible small maturing species, and ornamental trees located on manicured properties.

Emerald Ash Borer

Removal of ash trees located within or adjacent to WEC right of ways is a maintenance priority. Trees infested by the emerald ash borer are structurally weakened and more susceptible to failure. Crews are required to observe the following guidelines:

- Conduct a thorough hazard tree evaluation before working on dead or dying ash trees and use extreme caution when operating in and around all ash trees.
- Remove all ash species located within the maintained right of way, as well as ash trees adjacent to established rights-of-way that are within striking distance of the primary lines and are exhibiting visible signs and symptoms of decline.
- Chip as much visibly infested ash material as possible and leave chips on site where feasible or dump locally. Leave all round wood on-site. Ash logs should be left in larger sizes to make it difficult to move (coordinate/communicate with landowners).

Cut Stumps

Cut stumps are required to be no more than 3 inches above ground and flat with the grade (no angled cuts). Stumps left higher than 3 inches due to snow depth is required to be cut down to the 3-inch standard at the Contractor's expense as soon as practical following snow melt, but no later than May 15th.

Disposal Procedures

Disposal techniques for each ROW section will be approved by WEC staff. Whenever roadside trimming is performed, all log length material shall be picked up by a log truck as soon as possible and disposed of in accordance with the property owner's request. All other brush and wood material is required to be removed from the ditch and municipal ROW and appropriately chipped or stacked at the tree line. If the ROW maintenance area is located more than fifty (50) feet from a public road or highway, then the log or tree length wood should be moved to the tree line. All brush is required to be windrowed at the edge of the ROW in order to provide unobstructed access for maintenance purposes. All other wood material is required to be cut in four-foot lengths and stacked at the tree line. There will be no brush or logs placed in stream beds, across fence lines, stone walls, paths or roadways.

**EXHIBIT D: WEC LINE CLEARANCE CONTRACTOR EMPLOYEE QUALIFICATION CERTIFICATION
FORM**

Washington ELECTRIC COOPERATIVE
LINE CLEARANCE CONTRACTOR EMPLOYEE QUALIFICATIONS
CERTIFICATION FORM

COMPANY NAME

EMPLOYEE NAME (PRINT): _____ TITLE: _____

HIRE DATE: _____ DATE ASSIGNED TO CURRENT POSITION: _____

EDUCATION AND TRAINING:

Is employee a Qualified Line Clearance Contractor? YES: ☐ NO: ☐

If Yes, date of original certification: _____

If No, is employee being trained to be a Qualified Line Clearance Contractor?

YES: ☐ NO: ☐

Is employee qualified to climb trees? YES: ☐ NO: ☐

If Yes, date of original training: _____

If No, is employee being trained to climb trees? YES: ☐ NO: ☐

Is employee a Certified Flagger? YES: ☐ NO: ☐

If Yes, date of certification: _____

INDICATE THE EDUCATION AND TRAINING THAT THE EMPLOYEE HAS COMPLETED:		
TRAINING	COMPLETED	DATE LAST COMPLETED
CPR	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
First Aid	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Blood Borne Pathogen	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Aerial Rescue (tree/climbing)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Aerial Lift (Bucket) Rescue	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Fire Extinguisher	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Hazardous Communications	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Chain Saw Safety	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Use of Insulated Tools	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
1910.269 & Electrical Hazards Awareness	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
MUTCD Traffic Control & Work Zone Safety	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Personal Protective Equipment	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
ANSI Z133 Safety Requirements	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

EXPERIENCE (FILL IN APPROXIMATE TOTAL TIME IN EACH AREA):	
	YEARS
Traffic Control	
Chainsaw Usage	
Utility Live Line Clearance	
Insulated Tool Usage	
Tree Climbing	
Operation of Aerial Lifts	
Chipper Operations	

CDL/OPERATOR LICENSE NO.: _____ STATE: _____ CLASS: _____ EXP. DATE: _____

MEDICAL (D.O.T.) CARD: YES: ☐ NO: ☐ EXP. DATE: _____

I certify that the above information is correct to the best of my knowledge: _____

COMPANY SIGNATURE: _____

TITLE: _____ DATE: _____

EXHIBIT E: PLANNED VEGETATION MANAGEMENT CIRCUIT MAPS









