

SOUTH KENTUCKY RECC
PRG: BUDGTSUM

BUDGET SUMMARY REPORT FROM 01/12 THRU 12/12
SUMMARY - DEPARTMENT BY ITEMID
ACCOUNTS 400.00 THRU 999.99

PAGE 1
RUN DATE 01/24/22 09:29 AM

DPT	ITEM	DESCRIPTION	ACTUAL ANNUAL	BUDGET	DIFFERENCE	% CHANGE FROM BUDGET
1803	ACLB 00	ACCRUED LABOR - MONTH END	106,447.65	.00	106,447.65-	100.0-
1803	ACLB 02	ACCRUED LABOR (OT) - MONTH END	2,865.09	.00	2,865.09-	100.0-
1803	CASH 13	MISCELLANEOUS CASH RECEIVED	.00	.00	.00	.0
1803	CTEL 01	CONTRACTOR - LABOR	.00	.00	.00	.0
1803	CTEL 06	CONTRACTOR - BUSHHOGGING	103,216.50	105,000.00	1,783.50	1.7
1803	CTEL 07	CONTRACTOR-R/W CLEARING-WAYNE	725,779.91	526,819.56	198,960.35-	37.8-
1803	CTEL 08	CONTRACTOR-R/W CLEARING-MCCREARY	154,579.94	386,375.64	231,795.70	60.0
1803	CTEL 09	CONTRACTOR-R/W CLEARING-RUSSELL	131,180.04	420,806.16	289,626.12	68.8
1803	CTEL 10	CONTRACTOR-R/W CLEARING-CLINTON	458,298.99	407,575.92	50,723.07-	12.4-
1803	CTEL 11	CONTRACTOR-R/W CLEARING-PULASKI	425,959.87	469,338.48	43,378.61	9.2
1803	CTEL 18	CONTRACTOR - R/W SPRAYING	270,912.00	296,000.00	25,088.00	8.5
1803	DEPR 02	DEPRECIATION - GENERAL PLANT	2,435.91	.00	2,435.91-	100.0-
1803	EMBF 04	KENTUCKY UNEMPLOYMENT	629.90	.00	629.90-	100.0-
1803	EMBF 05	U S UNEMPLOYMENT	293.99	.00	293.99-	100.0-
1803	EMBF 07	SOCIAL SECURITY	19,844.30	.00	19,844.30-	100.0-
1803	EMBF 19	MEDICARE	4,641.16	.00	4,641.16-	100.0-
1803	EMDT 18	INSURANCE	711.09-	.00	711.09	100.0-
1803	EMEX 04	EDUCATIONAL/TRAINING EXPENSE	1,525.49	4,000.00	2,474.51	61.9
1803	EMEX 07	BOOTS	132.15	.00	132.15-	100.0-
1803	GP391100	COMPUTER & PROCESSING EQUIPMENT	.20	.00	.20-	100.0-
1803	GP392000	TRANSPORTATION EQUIPMENT	8,350.00-	.00	8,350.00	100.0-
1803	LAOT 01	OVERTIME 1 1/2	900.78	7,072.00	6,171.22	87.3
1803	LARG 00	LABOR REGULAR	115,718.34	150,982.00	35,263.66	23.4
1803	LARG 03	VACATION LABOR	4,387.34	.00	4,387.34-	100.0-
1803	LARG 04	HOLIDAY LABOR	1,376.61	.00	1,376.61-	100.0-
1803	LARG 05	LEAVE OF ABSENCE LABOR	387.29	.00	387.29-	100.0-
1803	MSAD 01	OFFICE SUPPLIES AND MISC EXPENSE	69.39	120.00	50.61	42.2
1803	MSED 01	SMALL TOOLS/WORK EQUIPMENT	1,505.90	3,960.00	2,454.10	62.0
1803	MSED 05	FIRST AID AND SAFETY SUPPLIES	805.59	960.00	154.41	16.1
1803	MSED 07	MAINTENANCE - TOOLS/WORK EQUIP	1,820.22	1,500.00	320.22-	21.3-
1803	MSED 08	OPERATING SUPPLIES	4,243.12	3,720.00	523.12-	14.1-
1803	MSED 10	PROPERTY DAMAGE, INJURIES, LOSS	40.46	960.00	919.54	95.8
1803	MSED 11	FEES/LICENSES	25.00	.00	25.00-	100.0-
1803	MSED 16	TESTING WORK EQUIP & RUBBER GOOD	505.05	.00	505.05-	100.0-
1803	SJOO 37	EXP COOP PART OF EMPL BENEFITS	142,835.30	86,060.00	56,775.30-	66.0-
1803	SJOO 52	KY SALES & USE TAX EXPENSE	683.91	240.00	443.91-	185.0-
1803	TREX 00	TRANSPORTATION EXPENSE	85,867.66	57,407.00	28,460.66-	49.6-
1803	TREX 13	GASOLINE - BULK - UNLEADED	297.60	.00	297.60-	100.0-
1803	UTIL 03	TELEPHONE - VERIZON	.00	.00	.00	.0
1803	UTIL 14	TELEPHONE-CELL PHONE/ACCESSORIES	2,719.20	1,800.00	919.20-	51.1-
TOTAL			2,763,870.76	2,930,696.76	166,826.00	5.7
TOTAL FOR DIVISION 1			2,763,870.76	2,930,696.76	166,826.00	5.7

DPT	ITEM	DESCRIPTION	ACTUAL ANNUAL	BUDGET	DIFFERENCE	% CHANGE FROM BUDGET
1803	ACLB 00	ACCRUED LABOR - MONTH END	107,172.21	.00	107,172.21-	100.0-
1803	ACLB 02	ACCRUED LABOR (OT) - MONTH END	5,042.97	.00	5,042.97-	100.0-
1803	CTEL 06	CONTRACTOR - BUSHHOGGING	59,838.75	105,000.00	45,161.25	43.0
1803	CTEL 07	CONTRACTOR-R/W CLEARING-WAYNE	810,360.72	537,360.00	273,000.72-	50.8-
1803	CTEL 08	CONTRACTOR-R/W CLEARING-MCCREARY	131,156.72	394,200.00	263,043.28	66.7
1803	CTEL 09	CONTRACTOR-R/W CLEARING-RUSSELL	220,719.06	429,240.00	208,520.94	48.6
1803	CTEL 10	CONTRACTOR-R/W CLEARING-CLINTON	356,830.79	415,800.00	58,969.21	14.2
1803	CTEL 11	CONTRACTOR-R/W CLEARING-PULASKI	757,616.98	478,800.00	278,816.98-	58.2-
1803	CTEL 18	CONTRACTOR - R/W SPRAYING	288,350.36	296,000.00	7,649.64	2.6
1803	DEPR 02	DEPRECIATION - GENERAL PLANT	2,202.98	.00	2,202.98-	100.0-
1803	EMBF 04	KENTUCKY UNEMPLOYMENT	632.95	.00	632.95-	100.0-
1803	EMBF 05	U S UNEMPLOYMENT	294.01	.00	294.01-	100.0-
1803	EMBF 07	SOCIAL SECURITY	20,612.73	.00	20,612.73-	100.0-
1803	EMBF 19	MEDICARE	4,820.71	.00	4,820.71-	100.0-
1803	EMDT 18	INSURANCE	946.65-	.00	946.65	100.0-
1803	EMEX 04	EDUCATIONAL/TRAINING EXPENSE	1,428.00	4,000.00	2,572.00	64.3
1803	EMEX 07	BOOTS	.00	.00	.00	.0
1803	GP392000	TRANSPORTATION EQUIPMENT	7,000.00-	.00	7,000.00	100.0-
1803	LAOT 01	OVERTIME 1 1/2	749.06	7,000.00	6,250.94	89.3
1803	LARG 00	LABOR REGULAR	130,901.45	159,502.00	28,600.55	17.9
1803	LARG 03	VACATION LABOR	4,396.61	.00	4,396.61-	100.0-
1803	LARG 04	HOLIDAY LABOR	1,542.81	.00	1,542.81-	100.0-
1803	LARG 05	LEAVE OF ABSENCE LABOR	145.26	.00	145.26-	100.0-
1803	LTAX 04	RUSSELL COUNTY PAYROLL TAX	2.32-	.00	2.32	100.0-
1803	MSAD 01	OFFICE SUPPLIES AND MISC EXPENSE	89.61	120.00	30.39	25.3
1803	MSAD 15	FEES/SERVICE CHARGES/LICENSE	1.00	.00	1.00-	100.0-
1803	MSED 01	SMALL TOOLS/WORK EQUIPMENT	3,155.46	3,960.00	804.54	20.3
1803	MSED 05	FIRST AID AND SAFETY SUPPLIES	201.67	960.00	758.33	79.0
1803	MSED 07	MAINTENANCE - TOOLS/WORK EQUIP	3,183.82	1,500.00	1,683.82-	112.3-
1803	MSED 08	OPERATING SUPPLIES	5,729.18	3,900.00	1,829.18-	46.9-
1803	MSED 10	PROPERTY DAMAGE, INJURIES, LOSS	70.41	960.00	889.59	92.7
1803	MSED 11	FEES/LICENSES	.00	120.00	120.00	100.0-
1803	MSED 16	TESTING WORK EQUIP & RUBBER GOOD	53.53	900.00	846.47	94.1
1803	SJOO 37	EXP COOP PART OF EMPL BENEFITS	155,169.00	109,496.00	45,673.00-	41.7-
1803	SJOO 52	KY SALES & USE TAX EXPENSE	256.44	900.00	643.56	71.5
1803	TREX 00	TRANSPORTATION EXPENSE	89,095.97	59,686.00	29,409.97-	49.3-
1803	UTIL 14	TELEPHONE-CELL PHONE/ACCESSORIES	2,841.48	2,400.00	441.48-	18.4-
TOTAL			3,156,713.73	3,011,804.00	144,909.73-	4.8-
TOTAL FOR DIVISION 1			3,156,713.73	3,011,804.00	144,909.73-	4.8-

DPT	ITEM	DESCRIPTION	ACTUAL ANNUAL	BUDGET	DIFFERENCE	% CHANGE FROM BUDGET
1803	ACLB 00	ACCRUED LABOR - MONTH END	102,043.80	.00	102,043.80-	100.0-
1803	ACLB 02	ACCRUED LABOR (OT) - MONTH END	1,188.45	.00	1,188.45-	100.0-
1803	CTEL 06	CONTRACTOR - BUSHHOGGING	3,826.49	110,250.00	106,423.51	96.5
1803	CTEL 07	CONTRACTOR-R/W CLEARING-WAYNE	456,492.83	571,888.80	115,395.97	20.2
1803	CTEL 08	CONTRACTOR-R/W CLEARING-MCCREARY	236,091.16	424,434.00	188,342.84	44.4
1803	CTEL 09	CONTRACTOR-R/W CLEARING-RUSSELL	211,939.28	460,524.00	248,584.72	54.0
1803	CTEL 10	CONTRACTOR-R/W CLEARING-CLINTON	490,032.39	446,682.00	43,350.39-	9.7-
1803	CTEL 11	CONTRACTOR-R/W CLEARING-PULASKI	953,478.44	519,576.00	433,902.44-	83.5-
1803	CTEL 18	CONTRACTOR - R/W SPRAYING	438,123.46	304,880.00	133,243.46-	43.7-
1803	DEPR 02	DEPRECIATION - GENERAL PLANT	1,982.11	.00	1,982.11-	100.0-
1803	EMBF 04	KENTUCKY UNEMPLOYMENT	671.98	.00	671.98-	100.0-
1803	EMBF 05	U S UNEMPLOYMENT	294.00	.00	294.00-	100.0-
1803	EMBF 07	SOCIAL SECURITY	22,613.00	.00	22,613.00-	100.0-
1803	EMBF 19	MEDICARE	5,288.70	.00	5,288.70-	100.0-
1803	EMDT 18	INSURANCE	1,101.22-	.00	1,101.22	100.0-
1803	EMEX 04	EDUCATIONAL/TRAINING EXPENSE	2,088.06	1,800.00	288.06-	16.0-
1803	LAOT 01	OVERTIME 1 1/2	4,247.01	.00	4,247.01-	100.0-
1803	LARG 00	LABOR REGULAR	147,887.45	265,151.55	117,264.10	44.2
1803	LARG 03	VACATION LABOR	6,068.72	.00	6,068.72-	100.0-
1803	LARG 04	HOLIDAY LABOR	1,720.71	.00	1,720.71-	100.0-
1803	LARG 05	LEAVE OF ABSENCE LABOR	155.85	.00	155.85-	100.0-
1803	LARG 99	GROUP TERM LIFE INS (W-2 REPORT)	1,101.22	.00	1,101.22-	100.0-
1803	MSAD 01	OFFICE SUPPLIES AND MISC EXPENSE	85.23	.00	85.23-	100.0-
1803	MSED 01	SMALL TOOLS/WORK EQUIPMENT	3,229.46	3,600.00	370.54	10.3
1803	MSED 02	TROUBLE - MEALS, ETC	45.33	.00	45.33-	100.0-
1803	MSED 05	FIRST AID AND SAFETY SUPPLIES	998.65	600.00	398.65-	66.4-
1803	MSED 07	MAINTENANCE - TOOLS/WORK EQUIP	2,607.93	2,400.00	207.93-	8.7-
1803	MSED 08	OPERATING SUPPLIES	3,148.31	3,600.00	451.69	12.5
1803	MSED 10	PROPERTY DAMAGE, INJURIES, LOSS	.00	960.00	960.00	100.0-
1803	MSED 11	FEES/LICENSES	.00	120.00	120.00	100.0-
1803	MSED 16	TESTING WORK EQUIP & RUBBER GOOD	.00	480.00	480.00	100.0-
1803	SJOO 37	EXP COOP PART OF EMPL BENEFITS	160,069.58	158,048.22	2,021.36-	1.3-
1803	SJOO 52	KY SALES & USE TAX EXPENSE	55.43	600.00	544.57	90.8
1803	TREX 00	TRANSPORTATION EXPENSE	89,074.55	103,455.81	14,381.26	13.9
1803	UTIL 03	TELEPHONE - VERIZON	.00	.00	.00	.0
1803	UTIL 09	ELECTRIC SERVICE - KU	.00	.00	.00	.0
1803	UTIL 14	TELEPHONE-CELL PHONE/ACCESSORIES	2,752.75	2,820.00	67.25	2.4
TOTAL			3,348,301.11	3,381,870.38	33,569.27	1.0
TOTAL FOR DIVISION 1			3,348,301.11	3,381,870.38	33,569.27	1.0

DPT	ITEM	DESCRIPTION	ACTUAL ANNUAL	BUDGET	DIFFERENCE	% CHANGE FROM BUDGET
1803	ACLB 00	ACCRUED LABOR - MONTH END	110,912.86	.00	110,912.86-	100.0-
1803	ACLB 02	ACCRUED LABOR (OT) - MONTH END	2,364.80	.00	2,364.80-	100.0-
1803	CTEL 06	CONTRACTOR - BUSHHOGGING	19,112.50	108,884.96	89,772.46	82.4
1803	CTEL 07	CONTRACTOR-R/W CLEARING-WAYNE	151,414.72	576,000.00	424,585.28	73.7
1803	CTEL 08	CONTRACTOR-R/W CLEARING-MCCREARY	676,347.85	432,000.24	244,347.61-	56.6-
1803	CTEL 09	CONTRACTOR-R/W CLEARING-RUSSELL	558,814.65	450,000.00	108,814.65-	24.2-
1803	CTEL 10	CONTRACTOR-R/W CLEARING-CLINTON	284,652.32	450,000.00	165,347.68	36.7
1803	CTEL 11	CONTRACTOR-R/W CLEARING-PULASKI	900,244.24	528,000.00	372,244.24-	70.5-
1803	CTEL 18	CONTRACTOR - R/W SPRAYING	248,731.71	310,000.10	61,268.39	19.8
1803	DEPR 02	DEPRECIATION - GENERAL PLANT	1,789.11	.00	1,789.11-	100.0-
1803	EMBF 04	KENTUCKY UNEMPLOYMENT	693.00	.00	693.00-	100.0-
1803	EMBF 05	U S UNEMPLOYMENT	294.03	.00	294.03-	100.0-
1803	EMBF 07	SOCIAL SECURITY	25,397.15	.00	25,397.15-	100.0-
1803	EMBF 19	MEDICARE	5,939.63	.00	5,939.63-	100.0-
1803	EMDT 18	INSURANCE	1,437.06-	.00	1,437.06	100.0-
1803	EMEX 04	EDUCATIONAL/TRAINING EXPENSE	1,145.31	2,400.00	1,254.69	52.3
1803	GP392000	TRANSPORTATION EQUIPMENT	7,019.44-	.00	7,019.44	100.0-
1803	LAOT 01	OVERTIME 1 1/2	4,310.90	10,000.00	5,689.10	56.9
1803	LARG 00	LABOR REGULAR	165,467.49	275,502.19	110,034.70	39.9
1803	LARG 03	VACATION LABOR	7,808.55	.00	7,808.55-	100.0-
1803	LARG 04	HOLIDAY LABOR	3,428.65	.00	3,428.65-	100.0-
1803	MSAD 01	OFFICE SUPPLIES AND MISC EXPENSE	92.19	.00	92.19-	100.0-
1803	MSAD 07	FORMS/PRINTING	47.70	.00	47.70-	100.0-
1803	MSED 01	SMALL TOOLS/WORK EQUIPMENT	4,549.73	3,600.00	949.73-	26.4-
1803	MSED 05	FIRST AID AND SAFETY SUPPLIES	36.94	360.00	323.06	89.7
1803	MSED 07	MAINTENANCE - TOOLS/WORK EQUIP	3,670.49	2,400.00	1,270.49-	52.9-
1803	MSED 08	OPERATING SUPPLIES	2,731.02	3,600.00	868.98	24.1
1803	MSED 10	PROPERTY DAMAGE, INJURIES, LOSS	300.00	960.00	660.00	68.8
1803	MSED 13	OVERHEAD LINE MAINTENANCE	1,985.00	.00	1,985.00-	100.0-
1803	MSET 05	TRANSFORMER&OCR TESTING & MAINT	.00	.00	.00	.0
1803	SJOO 37	EXP COOP PART OF EMPL BENEFITS	198,335.60	188,117.78	10,217.82-	5.4-
1803	SJOO 52	KY SALES & USE TAX EXPENSE	35.73	.00	35.73-	100.0-
1803	TREX 00	TRANSPORTATION EXPENSE	76,687.86	94,844.01	18,156.15	19.1
1803	TREX 09	DIESEL - BULK	96.18	.00	96.18-	100.0-
1803	TREX 13	GASOLINE - BULK - UNLEADED	78.34	.00	78.34-	100.0-
1803	UTIL 14	TELEPHONE-CELL PHONE/ACCESSORIES	2,525.41	2,880.00	354.59	12.3
TOTAL			3,451,585.16	3,439,549.28	12,035.88-	.3-
TOTAL FOR DIVISION 1			3,451,585.16	3,439,549.28	12,035.88-	.3-

SOUTH KENTUCKY RECC
PRG: BUDGTSUM

BUDGET SUMMARY REPORT FROM 01/16 THRU 12/16
SUMMARY - DEPARTMENT BY ITEMID
ACCOUNTS 400.00 THRU 999.99

RUS

PAGE
RUN DATE 12/02/21

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DPT	ITEM	DESCRIPTION	ACTUAL ANNUAL	BUDGET	DIFFERENCE	% CHANGE FROM BUDGET
1803	ACLB 00	ACCRUED LABOR - MONTH END	129,821.55	.00	129,821.55-	100.0-
1803	ACLB 02	ACCRUED LABOR (OT) - MONTH END	9,541.57	.00	9,541.57-	100.0-
1803	AREC 00	OTHER ACCOUNTS RECEIVABLE	50.00-	.00	50.00-	100.0-
1803	CTEL 06	CONTRACTOR - BUSHHOGGING	51,533.00	135,905.30	84,372.30	62.1
1803	CTEL 07	CONTRACTOR-R/W CLEARING-WAYNE	168,525.87	593,280.00	424,754.13	71.6
1803	CTEL 08	CONTRACTOR-R/W CLEARING-MCCREARY	344,639.69	444,960.24	100,320.55	22.5
1803	CTEL 09	CONTRACTOR-R/W CLEARING-RUSSELL	693,748.59	463,500.00	230,248.59-	49.7-
1803	CTEL 10	CONTRACTOR-R/W CLEARING-CLINTON	319,757.29	463,500.00	143,742.71	31.0
1803	CTEL 11	CONTRACTOR-R/W CLEARING-PULASKI	1,021,359.88	543,840.00	477,519.88-	87.8-
1803	CTEL 18	CONTRACTOR - R/W SPRAYING	225,130.61	319,310.40	94,179.79	29.5
1803	DEPR 02	DEPRECIATION - GENERAL PLANT	1,787.53	.00	1,787.53-	100.0-
1803	EMBF 04	KENTUCKY UNEMPLOYMENT	714.00	.00	714.00-	100.0-
1803	EMBF 05	U S UNEMPLOYMENT	293.98	.00	293.98-	100.0-
1803	EMBF 07	SOCIAL SECURITY	26,957.16	.00	26,957.16-	100.0-
1803	EMBF 19	MEDICARE	6,304.54	.00	6,304.54-	100.0-
1803	EMDT 18	INSURANCE	1,919.82-	.00	1,919.82	100.0-
1803	EMEX 04	EDUCATIONAL/TRAINING EXPENSE	1,444.54	2,400.00	955.46	39.8
1803	LAOT 01	OVERTIME 1 1/2	7,391.64	5,051.00	2,340.64-	46.3-
1803	LARG 00	LABOR REGULAR	168,581.79	311,144.44	142,562.65	45.8
1803	LARG 03	VACATION LABOR	7,212.26	.00	7,212.26-	100.0-
1803	LARG 04	HOLIDAY LABOR	2,553.24	.00	2,553.24-	100.0-
1803	LARG 05	LEAVE OF ABSENCE LABOR	365.70	.00	365.70-	100.0-
1803	LARG 10	PERFORMANCE BONUS	450.00	.00	450.00-	100.0-
1803	LARG 11	BONUS	1,200.00	.00	1,200.00-	100.0-
1803	MPRL 07	PUBLIC RELATIONS EXPENSE	150.32	.00	150.32-	100.0-
1803	MSAD 07	FORMS/PRINTING	132.50	.00	132.50-	100.0-
1803	MSAD 13	POSTAGE	7.57	.00	7.57-	100.0-
1803	MSAD 15	FEES/SERVICE CHARGES/LICENSE	1.23	.00	1.23-	100.0-
1803	MSED 01	SMALL TOOLS/WORK EQUIPMENT	4,136.23	3,600.00	536.23-	14.9-
1803	MSED 02	TROUBLE - MEALS, ETC	81.16	.00	81.16-	100.0-
1803	MSED 05	FIRST AID AND SAFETY SUPPLIES	.00	360.00	360.00	100.0-
1803	MSED 07	MAINTENANCE - TOOLS/WORK EQUIP	2,618.57	2,400.00	218.57-	9.1-
1803	MSED 08	OPERATING SUPPLIES	2,636.52	3,600.00	963.48	26.8
1803	MSED 10	PROPERTY DAMAGE, INJURIES, LOSS	8.85	.00	8.85-	100.0-
1803	SJCO 37	EXP COOP PART OF EMPL BENEFITS	222,139.93	214,354.67	7,785.26-	3.6-
1803	TREX 00	TRANSPORTATION EXPENSE	74,978.26	78,085.64	3,107.38	4.0
1803	TREX 09	DIESEL - BULK	240.64	.00	240.64-	100.0-
1803	TREX 13	GASOLINE - BULK - UNLEADED	123.40	.00	123.40-	100.0-
1803	UTIL 14	TELEPHONE-CELL PHONE/ACCESSORIES	2,485.32	2,880.00	394.68	13.7

Ken Simmons

TOTAL	3,497,085.11	3,588,171.69	91,086.58	2.5
TOTAL FOR DIVISION 1	3,497,085.11	3,588,171.69	91,086.58	2.5

*Cost per mile
raising from
4068.77*

*3053.67 -
3356.45
9948.70*

*516.20 } 2016 = 6,774.67
per mile*

*3595899.84 } 2020
474.40 } 7,576.69
per mile*

11.84%

SOUTH KENTUCKY RECC
PRG: BUDGTSUM

BUDGET SUMMARY REPORT FROM 01/17 THRU 12/17
SUMMARY - DEPARTMENT BY ITEMID
ACCOUNTS 400.00 THRU 999.99

RUS

PAGE 1
RUN DATE 01/24/22
Witness: Ken Simmons
09:24 AM

DPT	ITEM	DESCRIPTION	ACTUAL ANNUAL	BUDGET	DIFFERENCE	% CHANGE FROM BUDGET
1803	ACLB 00	ACCRUED LABOR - MONTH END	122,606.84	.00	122,606.84-	100.0-
1803	ACLB 02	ACCRUED LABOR (OT) - MONTH END	5,284.66	.00	5,284.66-	100.0-
1803	CTEL 06	CONTRACTOR - BUSHHOGGING	.00	140,662.00	140,662.00	100.0-
1803	CTEL 07	CONTRACTOR-R/W CLEARING-WAYNE	236,738.26	602,044.80	365,306.54	60.7
1803	CTEL 08	CONTRACTOR-R/W CLEARING-MCCREARY	515,884.50	460,533.84	55,350.66-	12.0-
1803	CTEL 09	CONTRACTOR-R/W CLEARING-RUSSELL	631,368.50	479,722.56	151,645.94-	31.6-
1803	CTEL 10	CONTRACTOR-R/W CLEARING-CLINTON	264,706.03	404,722.56	140,016.53	34.6
1803	CTEL 11	CONTRACTOR-R/W CLEARING-PULASKI	807,341.83	562,874.40	244,467.43-	43.4-
1803	CTEL 18	CONTRACTOR - R/W SPRAYING	247,471.48	390,486.25	143,014.77	36.6
1803	DEPR 02	DEPRECIATION - GENERAL PLANT	2,161.27	.00	2,161.27-	100.0-
1803	EMBF 04	KENTUCKY UNEMPLOYMENT	515.38	.00	515.38-	100.0-
1803	EMBF 05	U S UNEMPLOYMENT	293.99	.00	293.99-	100.0-
1803	EMBF 07	SOCIAL SECURITY	27,981.82	.00	27,981.82-	100.0-
1803	EMBF 19	MEDICARE	6,544.25	.00	6,544.25-	100.0-
1803	EMBF 98	GIFT CARDS, ETC	75.00	.00	75.00-	100.0-
1803	EMDT 18	INSURANCE	2,207.76-	.00	2,207.76-	100.0-
1803	EMDT 31	GIFT	75.00-	.00	75.00-	100.0-
1803	EMEX 04	EDUCATIONAL/TRAINING EXPENSE	2,697.26	2,400.00	297.26-	12.4-
1803	GP391100	COMPUTER & PROCESSING EQUIPMENT	447.77	.00	447.77-	100.0-
1803	GP396000	POWER OPERATED EQUIPMENT	654.66	.00	654.66-	100.0-
1803	LAOT 01	OVERTIME 1 1/2	6,060.34	9,000.00	2,939.66	32.7
1803	LARG 00	LABOR REGULAR	173,700.73	334,123.01	160,422.28	48.0
1803	LARG 03	VACATION LABOR	7,559.04	.00	7,559.04-	100.0-
1803	LARG 04	HOLIDAY LABOR	2,055.45	.00	2,055.45-	100.0-
1803	LARG 05	LEAVE OF ABSENCE LABOR	615.41	.00	615.41-	100.0-
1803	LARG 10	PERFORMANCE BONUS	300.00	.00	300.00-	100.0-
1803	LARG 99	GROUP TERM LIFE INS (W-2 REPORT)	2,207.76	.00	2,207.76-	100.0-
1803	MPRL 04	DONATIONS	9.50	.00	9.50-	100.0-
1803	MPRL 07	PUBLIC RELATIONS EXPENSE	194.41	.00	194.41-	100.0-
1803	MSAD 01	OFFICE SUPPLIES AND MISC EXPENSE	220.37	.00	220.37-	100.0-
1803	MSAD 15	FEES/SERVICE CHARGES/LICENSE	5.83	.00	5.83-	100.0-
1803	MSED 01	SMALL TOOLS/WORK EQUIPMENT	1,848.98	3,600.00	1,751.02	48.6
1803	MSED 05	FIRST AID AND SAFETY SUPPLIES	90.34	240.00	149.66	62.4
1803	MSED 07	MAINTENANCE - TOOLS/WORK EQUIP	2,331.51	2,400.00	68.49	2.9
1803	MSED 08	OPERATING SUPPLIES	3,194.85	3,600.00	405.15	11.3
1803	MSED 10	PROPERTY DAMAGE, INJURIES, LOSS	440.64	.00	440.64-	100.0-
1803	MSGP 05	BUILDING MAINTENANCE	118.25	.00	118.25-	100.0-
1803	SJOO 37	EXP COOP PART OF EMPL BENEFITS	206,081.95	220,953.41	14,871.46	6.7
1803	SJOO 52	KY SALES & USE TAX EXPENSE	28.94	.00	28.94-	100.0-
1803	TREX 00	TRANSPORTATION EXPENSE	63,607.84	80,485.15	16,877.31	21.0
1803	TREX 09	DIESEL - BULK	92.67	.00	92.67-	100.0-
1803	TREX 13	GASOLINE - BULK - UNLEADED	160.39	.00	160.39-	100.0-
1803	UTIL 14	TELEPHONE-CELL PHONE/ACCESSORIES	2,389.62	2,700.00	310.38	11.5
TOTAL			3,343,805.56	3,700,547.98	356,742.42	9.6
TOTAL FOR DIVISION 1			3,343,805.56	3,700,547.98	356,742.42	9.6

DPT	ITEM	DESCRIPTION	ACTUAL ANNUAL	BUDGET	DIFFERENCE	% CHANGE FROM BUDGET
1803	ACLB 00	ACCRUED LABOR - MONTH END	116,438.01	.00	116,438.01-	100.0-
1803	ACLB 02	ACCRUED LABOR (OT) - MONTH END	2,867.11	.00	2,867.11-	100.0-
1803	CASH 13	MISCELLANEOUS CASH RECEIVED	9.24-	.00	9.24	100.0-
1803	CTEL 06	CONTRACTOR - BUSHHOGGING	.00	144,881.85	144,881.85	100.0-
1803	CTEL 07	CONTRACTOR-R/W CLEARING-WAYNE	123,046.11	598,638.12	475,592.01	79.4
1803	CTEL 08	CONTRACTOR-R/W CLEARING-MCCREARY	340,027.27	452,881.80	112,854.53	24.9
1803	CTEL 09	CONTRACTOR-R/W CLEARING-RUSSELL	297,082.69	472,646.28	175,563.59	37.1
1803	CTEL 10	CONTRACTOR-R/W CLEARING-CLINTON	270,116.42	395,396.28	125,279.86	31.7
1803	CTEL 11	CONTRACTOR-R/W CLEARING-PULASKI	1,269,293.93	558,292.68	711,001.25-	127.4-
1803	CTEL 18	CONTRACTOR - R/W SPRAYING	320,779.24	402,200.80	81,421.56	20.2
1803	DEPR 02	DEPRECIATION - GENERAL PLANT	2,628.16	.00	2,628.16-	100.0-
1803	EMBF 04	KENTUCKY UNEMPLOYMENT	345.56	.00	345.56-	100.0-
1803	EMBF 05	U S UNEMPLOYMENT	336.01	.00	336.01-	100.0-
1803	EMBF 07	SOCIAL SECURITY	27,536.87	.00	27,536.87-	100.0-
1803	EMBF 19	MEDICARE	6,440.04	.00	6,440.04-	100.0-
1803	EMBF 98	GIFT CARDS, ETC	369.94	.00	369.94-	100.0-
1803	EMDT 18	INSURANCE	2,250.21-	.00	2,250.21	100.0-
1803	EMDT 31	GIFT	369.94-	.00	369.94	100.0-
1803	EMEX 04	EDUCATIONAL/TRAINING EXPENSE	1,998.24	2,400.00	401.76	16.7
1803	GP392000	TRANSPORTATION EQUIPMENT	7,750.00-	.00	7,750.00	100.0-
1803	LAOT 01	OVERTIME 1 1/2	2,966.89	14,400.00	11,433.11	79.4
1803	LARG 00	LABOR REGULAR	166,824.82	331,460.37	164,635.55	49.7
1803	LARG 03	VACATION LABOR	7,258.88	.00	7,258.88-	100.0-
1803	LARG 04	HOLIDAY LABOR	3,225.21	.00	3,225.21-	100.0-
1803	LARG 05	LEAVE OF ABSENCE LABOR	452.19	.00	452.19-	100.0-
1803	LARG 10	PERFORMANCE BONUS	225.00	.00	225.00-	100.0-
1803	LARG 99	GROUP TERM LIFE INS (W-2 REPORT)	2,250.21	.00	2,250.21-	100.0-
1803	MPRL 04	DONATIONS	75.48	.00	75.48-	100.0-
1803	MSAD 01	OFFICE SUPPLIES AND MISC EXPENSE	452.68	.00	452.68-	100.0-
1803	MSAD 07	FORMS/PRINTING	68.90	.00	68.90-	100.0-
1803	MSAD 15	FEES/SERVICE CHARGES/LICENSE	2.56	.00	2.56-	100.0-
1803	MSED 01	SMALL TOOLS/WORK EQUIPMENT	3,333.90	3,600.00	266.10	7.4
1803	MSED 02	TROUBLE - MEALS, ETC	108.50	.00	108.50-	100.0-
1803	MSED 05	FIRST AID AND SAFETY SUPPLIES	.00	240.00	240.00	100.0-
1803	MSED 07	MAINTENANCE - TOOLS/WORK EQUIP	3,386.76	2,400.00	986.76-	41.1-
1803	MSED 08	OPERATING SUPPLIES	1,970.03	3,600.00	1,629.97	45.3
1803	MSED 10	PROPERTY DAMAGE, INJURIES, LOSS	192.29	1,000.00	807.71	80.8
1803	SJOO 37	EXP COOP PART OF EMPL BENEFITS	203,907.42	221,993.73	18,086.31	8.1
1803	TREX 00	TRANSPORTATION EXPENSE	68,481.85	72,066.87	3,585.02	5.0
1803	TREX 09	DIESEL - BULK	62.54	.00	62.54-	100.0-
1803	TREX 13	GASOLINE - BULK - UNLEADED	122.67	.00	122.67-	100.0-
1803	UTIL 14	TELEPHONE-CELL PHONE/ACCESSORIES	2,313.19	2,700.00	386.81	14.3
TOTAL			3,236,608.18	3,680,798.78	444,190.60	12.1
TOTAL FOR DIVISION 1			3,236,608.18	3,680,798.78	444,190.60	12.1

SOUTH KENTUCKY RECC
PRG: BUDGTSUM

BUDGET SUMMARY REPORT FROM 01/19 THRU 12/19
SUMMARY - DEPARTMENT BY ITEMID
ACCOUNTS 400.00 THRU 999.99

RUS

PAGE 01/24/22
RUN DATE 01/24/22
Witness: Ken Simmons
09:25 AM

DPT	ITEM	DESCRIPTION	ACTUAL ANNUAL	BUDGET	DIFFERENCE	% CHANGE FROM BUDGET
1803	ACLB 00	ACCRUED LABOR - MONTH END	126,515.60	.00	126,515.60-	100.0-
1803	ACLB 02	ACCRUED LABOR (OT) - MONTH END	12,679.07	.00	12,679.07-	100.0-
1803	CTEL 06	CONTRACTOR - BUSHHOGGING	198,959.43	149,227.65	49,731.78-	33.3-
1803	CTEL 07	CONTRACTOR-R/W CLEARING-WAYNE	557,321.83	600,097.20	42,775.37	7.1
1803	CTEL 08	CONTRACTOR-R/W CLEARING-MCCREARY	145,549.68	449,966.88	304,417.20	67.7
1803	CTEL 09	CONTRACTOR-R/W CLEARING-RUSSELL	311,808.41	470,325.72	158,517.31	33.7
1803	CTEL 10	CONTRACTOR-R/W CLEARING-CLINTON	362,757.20	390,758.16	28,000.96	7.2
1803	CTEL 11	CONTRACTOR-R/W CLEARING-PULASKI	1,227,111.34	558,541.44	668,569.90-	119.7-
1803	CTEL 18	CONTRACTOR - R/W SPRAYING	317,312.43	414,266.80	96,954.37	23.4
1803	DEPR 02	DEPRECIATION - GENERAL PLANT	2,248.11	.00	2,248.11-	100.0-
1803	EMBF 04	KENTUCKY UNEMPLOYMENT	299.69	.00	299.69-	100.0-
1803	EMBF 05	U S UNEMPLOYMENT	378.00	.00	378.00-	100.0-
1803	EMBF 07	SOCIAL SECURITY	27,276.12	.00	27,276.12-	100.0-
1803	EMBF 19	MEDICARE	6,379.18	.00	6,379.18-	100.0-
1803	EMDT 18	INSURANCE	1,908.98-	.00	1,908.98	100.0-
1803	EMEX 04	EDUCATIONAL/TRAINING EXPENSE	3,432.61	2,544.00	888.61-	34.9-
1803	LAOT 01	OVERTIME 1 1/2	7,172.83	12,000.00	4,827.17	40.2
1803	LARG 00	LABOR REGULAR	154,001.91	294,408.22	140,406.31	47.7
1803	LARG 03	VACATION LABOR	6,207.12	.00	6,207.12-	100.0-
1803	LARG 04	HOLIDAY LABOR	1,810.41	.00	1,810.41-	100.0-
1803	LARG 10	PERFORMANCE BONUS	150.00	.00	150.00-	100.0-
1803	LARG 99	GROUP TERM LIFE INS (W-2 REPORT)	1,908.98	.00	1,908.98-	100.0-
1803	MPRL 36	FOOD PREPARATION & RELATED EXP	28.91	.00	28.91-	100.0-
1803	MSAD 01	OFFICE SUPPLIES AND MISC EXPENSE	85.83	600.00	514.17	85.7
1803	MSAD 07	FORMS/PRINTING	.00	120.00	120.00	100.0-
1803	MSAD 15	FEES/SERVICE CHARGES/LICENSE	2.56	.00	2.56-	100.0-
1803	MSED 01	SMALL TOOLS/WORK EQUIPMENT	1,845.71	1,200.00	645.71-	53.8-
1803	MSED 02	TROUBLE - MEALS, ETC	116.50	.00	116.50-	100.0-
1803	MSED 07	MAINTENANCE - TOOLS/WORK EQUIP	579.83	900.00	320.17	35.6
1803	MSED 08	OPERATING SUPPLIES	3,851.78	1,500.00	2,351.78-	156.8-
1803	MSED 10	PROPERTY DAMAGE, INJURIES, LOSS	224.37	600.00	375.63	62.6
1803	MSED 11	FEES/LICENSES	125.00	.00	125.00-	100.0-
1803	SJOO 37	EXP COOP PART OF EMPL BENEFITS	193,005.87	188,885.24	4,120.63-	2.2-
1803	TREX 00	TRANSPORTATION EXPENSE	74,871.21	61,161.15	13,710.06-	22.4-
1803	TREX 09	DIESEL - BULK	34.19	.00	34.19-	100.0-
1803	TREX 13	GASOLINE - BULK - UNLEADED	148.68	.00	148.68-	100.0-
1803	UTIL 14	TELEPHONE-CELL PHONE/ACCESSORIES	3,487.80	2,400.00	1,087.80-	45.3-
TOTAL			3,747,779.21	3,599,502.46	148,276.75-	4.1-
TOTAL FOR DIVISION 1			3,747,779.21	3,599,502.46	148,276.75-	4.1-

DPT	ITEM	DESCRIPTION	ACTUAL	ANNUAL	BUDGET	DIFFERENCE	% CHANGE FROM BUDGET
1803	ACLB	00 ACCRUED LABOR - MONTH END	131,218.77		.00	131,218.77-	100.0-
1803	ACLB	02 ACCRUED LABOR (OT) - MONTH END	515.73		.00	515.73-	100.0-
1803	CTEL	06 CONTRACTOR - BUSHHOGGING	196,600.18		155,196.75	41,403.43-	26.7-
1803	CTEL	07 CONTRACTOR-R/W CLEARING-WAYNE	619,929.31		624,101.04	4,171.73	.7
1803	CTEL	08 CONTRACTOR-R/W CLEARING-MCCREARY	171,897.06		467,965.56	296,068.50	63.3
1803	CTEL	09 CONTRACTOR-R/W CLEARING-RUSSELL	326,429.65		489,138.72	162,709.07	33.3
1803	CTEL	10 CONTRACTOR-R/W CLEARING-CLINTON	219,311.92		406,388.52	187,076.60	46.0
1803	CTEL	11 CONTRACTOR-R/W CLEARING-PULASKI	1,137,356.31		580,883.04	556,473.27-	95.8-
1803	CTEL	18 CONTRACTOR - R/W SPRAYING	309,233.13		430,837.43	121,604.30	28.2
1803	DEPR	02 DEPRECIATION - GENERAL PLANT	2,556.45		.00	2,556.45-	100.0-
1803	EMBF	04 KENTUCKY UNEMPLOYMENT	226.78		.00	226.78-	100.0-
1803	EMBF	05 U S UNEMPLOYMENT	294.01		.00	294.01-	100.0-
1803	EMBF	07 SOCIAL SECURITY	27,009.58		.00	27,009.58-	100.0-
1803	EMBF	19 MEDICARE	6,316.67		.00	6,316.67-	100.0-
1803	EMBF	98 GIFT CARDS, ETC	80.00		.00	80.00-	100.0-
1803	EMDT	18 INSURANCE	3,587.01-		.00	3,587.01	100.0-
1803	EMDT	31 GIFT	80.00-		.00	80.00	100.0-
1803	EMEX	04 EDUCATIONAL/TRAINING EXPENSE	1,352.94		3,744.00	2,391.06	63.9
1803	EMEX	14 EMPLOYEE MISC EXPENSE	74.18		.00	74.18-	100.0-
1803	LAOT	01 OVERTIME 1 1/2	10,350.52		16,800.00	6,449.48	38.4
1803	LARG	00 LABOR REGULAR	141,444.33		318,604.46	177,160.13	55.6
1803	LARG	03 VACATION LABOR	10,033.85		.00	10,033.85-	100.0-
1803	LARG	04 HOLIDAY LABOR	2,035.71		.00	2,035.71-	100.0-
1803	LARG	05 LEAVE OF ABSENCE LABOR	4,107.23		.00	4,107.23-	100.0-
1803	LARG	17 COVID-19 REGULAR LABOR	3,332.31		.00	3,332.31-	100.0-
1803	LARG	99 GROUP TERM LIFE INS (W-2 REPORT)	3,587.01		.00	3,587.01-	100.0-
1803	MPRL	36 FOOD PREPARATION & RELATED EXP	.00		500.00	500.00	100.0-
1803	MSAD	01 OFFICE SUPPLIES AND MISC EXPENSE	14.38		600.00	585.62	97.6
1803	MSAD	15 FEES/SERVICE CHARGES/LICENSE	.35		.00	.35-	100.0-
1803	MSED	01 SMALL TOOLS/WORK EQUIPMENT	480.46		2,400.00	1,919.54	80.0
1803	MSED	07 MAINTENANCE - TOOLS/WORK EQUIP	2,025.56		900.00	1,125.56-	125.1-
1803	MSED	08 OPERATING SUPPLIES	1,144.24		1,500.00	355.76	23.7
1803	MSED	10 PROPERTY DAMAGE, INJURIES, LOSS	693.01		1,200.00	506.99	42.2
1803	SJOO	37 EXP COOP PART OF EMPL BENEFITS	200,402.16		214,985.69	14,583.53	6.8
1803	TREX	00 TRANSPORTATION EXPENSE	65,600.23		77,786.14	12,185.91	15.7
1803	TREX	09 DIESEL - BULK	7.26		.00	7.26-	100.0-
1803	TREX	13 GASOLINE - BULK - UNLEADED	94.75		.00	94.75-	100.0-
1803	UTIL	14 TELEPHONE-CELL PHONE/ACCESSORIES	3,810.82		2,400.00	1,410.82-	58.8-
TOTAL			3,595,899.84		3,795,931.35	200,031.51	5.3
TOTAL FOR DIVISION 1			3,595,899.84		3,795,931.35	200,031.51	5.3

SOUTH KENTUCKY RECC
PRG: BUDGTSUM

BUDGET SUMMARY REPORT FROM 01/21 THRU 12/21
SUMMARY - DEPARTMENT BY ITEMID
ACCOUNTS 400.00 THRU 999.99

RUS

PAGE 10:28 AM
RUN DATE 01/25/22
Witness: Ken Simmons

DPT	ITEM	DESCRIPTION	ACTUAL ANNUAL	BUDGET	DIFFERENCE	% CHANGE FROM BUDGET
1803	ACLB 00	ACCRUED LABOR - MONTH END	110,570.60	.00	110,570.60-	100.0-
1803	ACLB 02	ACCRUED LABOR (OT) - MONTH END	11,539.43	.00	11,539.43-	100.0-
1803	AREC 00	OTHER ACCOUNTS RECEIVABLE	171,617.56-	.00	171,617.56	100.0-
1803	CTEL 06	CONTRACTOR - BUSHHOGGING	.00	180,900.00	180,900.00	100.0-
1803	CTEL 07	CONTRACTOR-R/W CLEARING-WAYNE	639,765.69	662,400.00	22,634.31	3.4
1803	CTEL 08	CONTRACTOR-R/W CLEARING-MCCREARY	216,011.32	470,400.00	254,388.68	54.1
1803	CTEL 09	CONTRACTOR-R/W CLEARING-RUSSELL	434,619.08	492,000.00	57,380.92	11.7
1803	CTEL 10	CONTRACTOR-R/W CLEARING-CLINTON	377,738.58	411,000.00	33,261.42	8.1
1803	CTEL 11	CONTRACTOR-R/W CLEARING-PULASKI	1,450,799.14	577,200.00	873,599.14-	151.4-
1803	CTEL 18	CONTRACTOR - R/W SPRAYING	198,364.88	466,000.00	267,635.12	57.4
1803	DEPR 02	DEPRECIATION - GENERAL PLANT	2,664.72	.00	2,664.72-	100.0-
1803	EMBF 04	KENTUCKY UNEMPLOYMENT	265.41	.00	265.41-	100.0-
1803	EMBF 05	U S UNEMPLOYMENT	335.98	.00	335.98-	100.0-
1803	EMBF 07	SOCIAL SECURITY	29,093.00	.00	29,093.00-	100.0-
1803	EMBF 19	MEDICARE	6,804.08	.00	6,804.08-	100.0-
1803	EMBF 98	GIFT CARDS, ETC	70.00	.00	70.00-	100.0-
1803	EMDT 18	INSURANCE	3,095.08-	.00	3,095.08	100.0-
1803	EMDT 31	GIFT	70.00-	.00	70.00	100.0-
1803	EMEX 04	EDUCATIONAL/TRAINING EXPENSE	.00	2,250.00	2,250.00	100.0-
1803	GP397000	COMMUNICATION EQUIPMENT	88.12	.00	88.12-	100.0-
1803	LAOT 01	OVERTIME 1 1/2	7,724.83	17,500.00	9,775.17	55.9
1803	LARG 00	LABOR REGULAR	129,932.45	321,606.58	191,674.13	59.6
1803	LARG 03	VACATION LABOR	9,076.45	.00	9,076.45-	100.0-
1803	LARG 04	HOLIDAY LABOR	2,356.84	.00	2,356.84-	100.0-
1803	LARG 05	LEAVE OF ABSENCE LABOR	5,809.02	.00	5,809.02-	100.0-
1803	LARG 17	COVID-19 REGULAR LABOR	3,368.72	.00	3,368.72-	100.0-
1803	LARG 99	GROUP TERM LIFE INS (W-2 REPORT)	3,030.88	.00	3,030.88-	100.0-
1803	MSAD 01	OFFICE SUPPLIES AND MISC EXPENSE	.00	120.00	120.00	100.0-
1803	MSAD 07	FORMS/PRINTING	117.64	.00	117.64-	100.0-
1803	MSAD 13	POSTAGE	46.79	.00	46.79-	100.0-
1803	MSED 01	SMALL TOOLS/WORK EQUIPMENT	1,270.39	2,400.00	1,129.61	47.1
1803	MSED 05	FIRST AID AND SAFETY SUPPLIES	114.36	.00	114.36-	100.0-
1803	MSED 07	MAINTENANCE - TOOLS/WORK EQUIP	1,471.69	1,200.00	271.69-	22.6-
1803	MSED 08	OPERATING SUPPLIES	2,811.59	1,500.00	1,311.59-	87.4-
1803	MSED 10	PROPERTY DAMAGE, INJURIES, LOSS	.00	1,200.00	1,200.00	100.0-
1803	SJOO 37	EXP COOP PART OF EMPL BENEFITS	160,436.50	206,484.75	46,048.25	22.3
1803	TREX 00	TRANSPORTATION EXPENSE	71,894.59	66,855.84	5,038.75-	7.5-
1803	TREX 13	GASOLINE - BULK - UNLEADED	136.47	.00	136.47-	100.0-
1803	UTIL 14	TELEPHONE-CELL PHONE/ACCESSORIES	3,618.97	2,400.00	1,218.97-	50.8-
TOTAL			3,707,165.57	3,883,417.17	176,251.60	4.5
TOTAL FOR DIVISION 1			3,707,165.57	3,883,417.17	176,251.60	4.5



850 Center Way
Norcross, GA 30071

(770) 453-1410
pdengineers.com

Exhibit H ~ Invitation and Additional Bidding Instructions:

South Kentucky RECC: Right of Way Bidding for 2022 and 2023 work

You are invited to submit bids for upcoming distribution Right-of-Way (ROW) contracts per the attached for South Kentucky RECC (SKRECC). Bids must be submitted to Patterson & Dewar Engineers no later than **3:00 PM (Eastern), August 31, 2021.**

An informational meeting is being held on **July 30, 2021,** via Zoom **starting at 10:00 AM Eastern time.** Contractor participation at this meeting is **mandatory and failure to participate will disqualify the bidder. Bids must not be submitted until after this meeting. Please do not submit bids before this meeting.**

SKRECC reserves the right to reject any or all bids.

Please submit your proposal to Patterson & Dewar **via e-mail** by sending to the following e-mail address. **Please note that e-mail is the only means by which proposals are being accepted:**

sconover@pdengineers.com

All questions regarding the specifics of the attached should be addressed to the Consultant, Patterson & Dewar.

Consultant: Steve Conover
Patterson & Dewar Engineers, Inc.
75 Holt Rd
Jamestown, KY 42629

Telephone (606) 872-3501
sconover@pdengineers.com

GENERAL BID INSTRUCTIONS & BACKGROUND

The following must be returned to P&D via e-mail per the instructions given above:

- **Exhibit I (Microsoft Excel® Workbook ~ (SKRECC Bid Sheet for 2022 and 2023 Work) ~ Enter your bid values into the yellow highlighted areas within the Workbook. Please note that there are two**

Worksheets within the Workbook that the contractor should complete. The different Worksheets can be accessed by clicking the **different tabs at the bottom of the Workbook.** Remember to save the Workbook after you enter your information.

- **In addition to the hourly rates required in the workbook, please also send a PDF copy of your complete standard hourly prices** that will be applicable to this contract. Please also be very specific regarding overtime and holiday rates and terms.
- **Bidders are required to also submit** a MS Word document that gives a thorough description of the manpower and equipment that they plan to use for each of the circuits if they are awarded the work. If the manpower and equipment is to be exactly the same for all circuits, this should be stated. If the manpower and equipment will vary from circuit to circuit, please list it for each individual circuit. Note: This information is being requested for planning purposes by SKRECC.

SKRECC will inform the successful bidder/s sometime after the bids are evaluated. Afterwards, SKRECC will prepare the necessary contract/s with attachments and make arrangements with the successful bidder/s for signing the contracts. This is expected to take place within a few days after the bids are received.

Sincerely,



Steve Conover
75 Holt Rd.
Jamestown, KY 42629
sconover@pdengineers.com

Attachments

SKRECC Clearing Cost by Circuit for Clearing and Stump Treating (Type A work as described in Exhibit B for 2022 and 2023) (Please enter your prices in the yellow boxes)				
Note to Contractor: Please read all contract documentation closely before entering bid information. Mileages are only estimates of primary line miles, and bids will be firm regardless of actual miles. Please also see the requirements concerning trimming of secondary and service lines in Exhibit B.				
Note: Maps will be provided as stated in Exhibit A.				
After completing this bid sheet, please also complete the hourly information on the second tab below.				
Substation	Circuit Bid	Circuit Name	Estimated Miles	Year for Work
Cabin Hollow		Rush Branch	61.20	2022
Cabin Hollow		Cedar Grove	40.30	2022
Wiborg		Greenwood	119.20	2022
Wiborg		Beulah Heights	67.70	2022
Zula		Susie	45.20	2022
North Albany		Town	12.10	2022
North Albany		Burksville	20.50	2022
North Albany		Clinton County	4.60	2022
South Albany		Adam's Dock	50.20	2022
South Albany		Downtown	3.10	2022
Mt. Victory		To Mt. Victory	75.00	2023
Nelson Valley		Stilesville	50.30	2023
Nelson Valley		Eagle's Nest	14.90	2023
Nelson Valley		Rainbow Terrace	14.70	2023
Slat		Parnell	103.20	2023
Russell Springs		Hails Highway	59.80	2023
Windsor		Caintown	120.90	2023
Upchurch		Grider Hill	86.30	2023
Sewellton		Highway 55	108.50	2023
Substation Location Information:				
Cabin Hollow	50 Commerce Lane, Somerset, KY 42501			
Wiborg	162 Beulah Heights Road, Whitley City, KY 42653			
Zula	191 HWY 1009 N, Monticello, KY 42653			
North Albany	1028 Third Street, Albany, KY 42602			
South Albany	235 West Harper Lane, Albany, KY 42602			
Mt. Victory	2444 Old Whitney Road, Somerset, KY 42501			
Nelson Valley	134 Stilesville Road, Somerset, KY 42501			
Slat	101 Whispering Pines, Monticello, KY 42633			
Russell Springs	64 Old Sano Road, Russell Springs, Ky 42642			
Windsor	1905 Highway 80, Windsor, KY 42565			
Upchurch	594 Wray Ridge Road, Albany, KY 42602			
Sewellton	44 Highway 55, Jamestown, KY 42629			

Kevin Newton

From: Steve Conover <SConover@pdengineers.com>
Sent: Tuesday, August 31, 2021 2:08 PM
To: Kevin Newton; Don Bethel; David Upchurch
Subject: ROW Bid Results
Attachments: BID SUMMARY - 2021 for 22+23 RW WORK KY54.xlsx

Hello Everyone,

Attached is a bid summary spreadsheet with your bid results. I will also be forwarding you the original emails from each contractor so that you will have the additional information that was requested. After you have evaluated everything, please let me know the contracts that you want to award, and I will inform the contractors.

Thanks - Steve

Steve Conover

Distribution Engineering Consultant

Patterson & Dewar Engineers, Inc. (P&D)

75 Holt Road | Jamestown, KY 42629

O: (606) 872-3501

M: (606) 872-3501

sconover@pdengineers.com

South KY RECC 2021 Bidding for 2022 and 2023 Circuit Bid Work

Year	Miles	Substation / Circuit	A Cut Above		Cumberland Tree		Phillips Tree		WA Kendall		Wolf Tree	
			Circuit Bid	\$/mi	Circuit Bid	\$/mi	Circuit Bid	\$/mi	Circuit Bid	\$/mi	Circuit Bid	\$/mi
2022	61.2	Cabin Hollow / Rush Branch							\$511,343.34			
2022	40.3	Cabin Hollow / Cedar Grove					\$238,000.00					
2022	119.2	Wiborg / Greenwood (HOURLY)										
2022	67.7	Wiborg / Beulah Heights							\$475,038.07			
2022	45.2	Zula / Susie							\$265,525.38			
2022	12.1	North Albany / Town	\$60,500.00									.95
2022	20.5	North Albany / Burkesville							\$78,545.29			
2022	4.6	North Albany / Clinton Co							\$15,439.67			
2022	50.2	South Albany / Adams Dock							\$361,417.27			
2022	3.1	South Albany / Downtown							\$12,577.36			
2023	75.0	Mt. Victory / To Mt. Victory (HOURLY)										
2023	50.3	Nelson Valley / Stilesville							\$193,839.40			
2023	14.9	Nelson Valley / Eagles Nest	\$89,400.00									
2023	14.7	Nelson Valley / Rainbow Ter.	\$88,200.00									
2023	103.2	Slat / Parnell							\$531,378.98			
2023	59.8	Russell Springs / Hails Hwy							\$248,011.70			
2023	120.9	Windsor / Caintown							\$597,330.89			
2023	86.3	Upchurch / Grider Hill (HOURLY)										
2023	108.5	Sewellton / Highway 55							\$441,461.69			

Agreement for Services

Between South Kentucky Rural Electric Cooperative Corporation and T&S Growth Solutions LLC

This agreement made this 14 day of May, 2021 between **South Kentucky Rural Electric Cooperative Corporation** (“South Kentucky”), **P.O. Box 910, Somerset, KY 42502** and **T&S Growth Solutions LLC** (“T&S”), **11571 K-Tel Drive Minnetonka, MN 55343**, (collectively, the “Parties” wherein T&S agrees to perform the services described in Section 3.0 herein (the “Work”) for SOUTH KENTUCKY at the price set forth herein.

JOB DESCRIPTION

T&S will provide to SOUTH KENTUCKY, complete delivery of the Cambistat Growth Management Solution (“CGMS”) and related services, over an initial contract period of January 1, 2021 to December 31, 2023. T&S will deploy crews at its discretion based on the scope of work and completion timelines as identified by SOUTH KENTUCKY.

Work will consist of (1) application of the CGMS to trees within SOUTH KENTUCKY right-of-ways; (2) customer/member notification preceding application; (3) customer call center support to assist homeowners with questions about the CGMS; and (4) providing SOUTH KENTUCKY with fact sheets, door hangers, and brochures intended for educational purposes to be distributed to their members and participants.

Section 1.0 GENERAL TERMS AND CONDITIONS.

1.1 Work will commence within 60 days unless otherwise agreed upon by the Parties.

1.2 **INVOICING AND PAYMENT.** T&S will prepare and submit invoices weekly in arrears based on work completed. Payments for invoices will be due from SOUTH KENTUCKY based on Net-30 day terms from the date of invoice.

1.3 **PRICING.**

1.3.1 **Application Services.** For delivery of the CGMS, a charge of \$4.15 in 2021, \$4.27 in 2022, and \$4.48 in 2023 per diameter inch measured at breast height (DBH) of all trees treated will be payable by SOUTH KENTUCKY which includes application labor and material, data collection and applicable taxes.

1.3.2 **Reimbursable Travel Costs.** Out of pocket travel costs incurred by T&S for management services outside the scope of 1.3.1 and 1.3.2, will be invoiced at cost.

1.4 **CONFIDENTIALITY.** “Confidential Information” shall mean, with respect to any Party: all written, verbal, electronic and other information and documents such party provides or makes available to the other Party relating in any way to this Agreement that are marked as being “Proprietary” or “Confidential” to such Party at the time of disclosure; verbal information reduced to a writing and marked or designated as being “Proprietary” or “Confidential” to a such Party within seven Days after such verbal disclosure. “Confidential Information” shall not include any information that (a) was already known to the other Party at the time it was disclosed to such Party; (b) was available to the public at the time it was disclosed by such Party; (c) becomes available to the public after being disclosed by such Party through no wrongful act of, or breach of this Agreement by, the other Party; (d) is received by the other Party without restriction as to use or disclosure for the third party.

1.5 **USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION.** The Parties shall not, during their association with each other or at any time thereafter, make available or divulge to any person, firm, corporation, or other entity or use for the Party’s benefit or the benefit of a third party, any information of or regarding the Parties, any of the Party’s affiliates or any confidential information pertaining to the business of any prospective or existing customer or client of the Parties, specifically including, but not limited to, business practices, business policies, methods of operation, sales and

marketing programs, training, questionnaires, technologies, methodologies, business and product development, trade secrets, customer and client lists and customer and client information, advertising strategies, business plans, financial information, marketing programs and methods, information submitted to the Parties by its customers, clients, suppliers, employees, consultants or co-ventures, or any other confidential or secret information concerning the business and affairs of the Parties, any of its affiliates or its prospective or existing customers or clients that is not generally known to the public (hereafter, collectively referred to as "Confidential Information").

1.6 **RETURN OF CONFIDENTIAL INFORMATION.** Upon termination of the Parties association with each other for any reason, the Parties shall deliver to each other all "**Confidential Information**" and all physical property of the other Party or any of its prospective or current customers or clients including, but not limited to, all software programs, computer hardware, media materials, sales and marketing materials, business and product development materials, advertising materials, customer and client lists, customer account records, training and operations material and memoranda, personnel records, code books, pricing information, financial information concerning or relating to the business, accounts, customers, suppliers, employees and affairs of each Party, together with any similar material whether or not of a secret or confidential nature, and ALL copies of any of the foregoing which are in any way related to each Parties business and which either Party has in its possession or which are subject to either Parties control.

1.7 **INTELLECTUAL PROPERTY.** The Parties acknowledge that nothing in this Agreement shall afford a Party any rights in or to the Trademarks or any other "**Intellectual Property**" rights or in the Product or any other products of the other Party. The Parties shall not at any time make any applications to register the Trademarks or any mark confusingly similar to the Trademarks of the other Party. The Parties acknowledge that any discovery or invention that is generated from the service(s) is the exclusive property of T&S. SOUTH KENTUCKY shall not have any right to claim interest or ownership (in part or in whole) in such discovery or invention. T&S will provide full application records and data to SOUTH KENTUCKY as identified in the scope of work.

Section 2.0 SOUTH KENTUCKY'S OBLIGATIONS

2.1 SOUTH KENTUCKY shall furnish and pay for plans, surveys and legal descriptions of the sites as needed. T&S shall be entitled to rely on the accuracy of information furnished by SOUTH KENTUCKY but shall exercise proper precautions in the safe performance of the Work.

2.2 Except for permits and fees which are the responsibility of T&S as set forth in the description of the work, SOUTH KENTUCKY shall secure and pay for all other necessary approvals, easements, assessments and charges required for the completion of the services within this agreement. SOUTH KENTUCKY shall have the sole determination of the need for any such changes before those changes are made.

2.3 If T&S fails to correct work performed which is not in accordance with the requirements of this Contract, or persistently fails to carry out the obligations described herein, SOUTH KENTUCKY may issue a written order to T&S to stop the work, or any portion thereof, until the cause for such order is eliminated.

Section 3.0 T&S'S OBLIGATIONS

3.1 **SITE INSPECTION.** T&S shall observe any conditions at the site affecting the work. These obligations are for the purpose of facilitating work to be performed by T&S and are not for the purpose of discovering errors, omissions or inconsistencies in information provided to T&S; however, any errors, omissions or inconsistencies discovered by T&S shall be reported promptly to SOUTH KENTUCKY.

3.2 **SUPERVISION & PROCEDURES.** T&S shall perform the work, using T&S's best skill and attention. T&S shall be solely responsible for and have control over work means, methods, techniques, sequences and procedures and for the coordination of the work within this Contract.

3.3 **T&S EMPLOYEES.** T&S shall be responsible to SOUTH KENTUCKY for acts and omissions of T&S's employees, and other persons or entities performing work for or on behalf of T&S. T&S shall enforce strict discipline and good order among its employees and other persons carrying out the Contract. T&S shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.4 **LABOR AND MATERIALS.** Unless otherwise provided in this Contract, T&S shall provide and pay for labor, materials, equipment, tools, and all other direct costs of performing the work. T&S may make substitutions based on shifts in work schedule and/or resource availability.

3.5 **GUARANTEE.** T&S guarantees a reduction in branch elongation of new growth between 40-70% on each tree treated. Should branch elongation reduction fall below 40%, T&S shall treat an equivalent amount of DBH at T&S's cost.

3.6 **PERMITS, FEES AND NOTICES.** T&S shall comply with and give notices required by laws, ordinances, rules, regulations applicable to performance of the Work.

3.7 **CLEANUP.** T&S shall keep the work premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the work, T&S shall remove from and about the sites waste materials, rubbish, T&S's tools, equipment, and surplus material.

3.8 T&S shall provide SOUTH KENTUCKY, or its representatives, access to the work in preparation and progress wherever located.

Section 4.0 INDEMNIFICATIONS

4.1 **T&S Indemnification.** To the fullest extent permitted by law, T&S shall indemnify, defend and hold harmless SOUTH KENTUCKY and its Affiliates, and their respective directors, officers, employees, representatives, agents, advisors, consultants and counsel, collectively "SOUTH KENTUCKY's Indemnified Persons," from and against any and all damages, losses, claims, obligations, demands, assessments, penalties, liabilities, costs, and expenses (including attorney fees and expenses) ("Damages"), arising out of or resulting from performance of the Services or any breach of this Agreement by Contractor, its subcontractors or either of their respective Affiliates. For purposes of this Agreement, "Affiliate" of a Party means any other person that, directly or indirectly, controls, is controlled by, or is under common control with such Party and any person in which a Party has an ownership interest and to which the Party or an Affiliate of the Party provides services. For the purposes of this Section 12, "control" means the power to direct the management or policies directly or indirectly whether through the ownership of voting securities, by contract, or otherwise.

4.2 **SOUTH KENTUCKY Indemnification.** To the fullest extent permitted by law, SOUTH KENTUCKY shall indemnify, defend and hold harmless T&S and its Affiliates, and their respective directors, officers, employees, representatives, agents, advisors, consultants and counsel, collectively "T&S's Indemnified Persons," from and against any and all Damages, arising out of or resulting from any breach of this Agreement by SOUTH KENTUCKY or its Affiliates.

Section 5.0 CLAIMS AND DISPUTES

5.1 The parties shall endeavor to resolve their disputes by consultation. However if they are unable to resolve their dispute, the parties agree that any dispute related to this contract or work done pursuant thereto shall have a venue of the Circuit Court of Pulaski County, Kentucky, and the parties hereby submit to that court's jurisdiction and agree to the venue.

Section 6.0 CHANGES IN THE WORK

6.1 SOUTH KENTUCKY, without invalidating the Contract, may order changes in the work ("Change Orders") within the general scope of the Contract consisting of additions, deletions or other revisions. Such changes in the work shall be authorized by written Change Order signed by SOUTH KENTUCKY and T&S.

6.2 The cost or credit to SOUTH KENTUCKY from a Change Order shall be determined by

mutual agreement of the parties or at T&S's cost of labor, material, equipment, and reasonable overhead and profit.

Section 7.0 SAFETY PRECAUTIONS AND PROGRAMS

7.1 T&S shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the completion of the work. T&S shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: employees engaged in the work and other persons who may be affected thereby; the work and materials and equipment to be incorporated therein; and other property at the site.

Section 8.0 INSURANCE

8.1 T&S shall maintain insurance with a company or companies lawfully authorized to do business in the jurisdiction in the State of Kentucky. This insurance shall be written for not less than limits of liability \$3,000,000 or in the amount required by law, whichever coverage is greater, and shall include liability insurance applicable to T&S's obligations. Certificates of Insurance acceptable to SOUTH KENTUCKY shall be provided to SOUTH KENTUCKY prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to SOUTH KENTUCKY, and SOUTH KENTUCKY shall be named as an additionally ensured with an endorsement by the insurance underwriter, not an agent.

Section 9.0 CORRECTION OF WORK

9.1 SOUTH KENTUCKY may inform T&S in writing within 30 days of discovery of any work that does not conform to the requirements of this Contract, whether discovered before or within the guarantee timeline as specified in section 3.5

9.2 T&S shall have 10 business days to review the rejected work and have an additional 45 days to correct the work rejected if necessary. Costs of correcting such rejected work, including additional testing and inspections and compensation for any third party's services and expenses made necessary thereby, shall be at T&S's expense.

Section 10.0 MISCELLANEOUS PROVISIONS

10.1 **ASSIGNMENT.** T&S may not assign the Contract without written consent of SOUTH KENTUCKY. Any attempt to assign the Contract without the consent of SOUTH KENTUCKY shall be void.

10.2 **NOTICES.** Any notice required hereunder or any other notice shall be deemed given when deposited in the U.S. Mail, Certified Mail with adequate postage affixed thereto to the address contained in this Agreement.

10.3 **LAW.** The Contract shall be governed by the laws of the State of Kentucky.

10.4 **ENTIRE AGREEMENT.** This Contract contains the entire agreement between the parties and there are no promises or undertakings not contained herein.

This Agreement entered into as of the day and year first written above.

SOUTH KENTUCKY COOPERATIVE INC.

By: 

Name: Kevin Newton

Title: Coo

T&S Growth Solutions LLC

By: 

Name: Brandon Hughson

Title: Director - VM services

BOARD RESOLUTION

Whereas, South Kentucky Rural Electric Cooperative Corporation has received pricing on the tree growth management system and;

Whereas, T & S Growth Solutions, LLC has submitted pricing for the years 2021 through 2023;

Be it resolved, that South Kentucky Rural Electric Cooperative Corporation accepts a contract beginning May 17, 2021 through December 31, 2023, with T & S Growth Solutions, LLC in an amount not to exceed \$60,000.00 at the following price, per year:

2021 - [REDACTED] inch diameter a (DBH)

2022 - [REDACTED] per inch diameter a (DBH)

2023 - [REDACTED] inch diameter a (DBH)

I, Greg Beard, Secretary of South Kentucky Rural Electric Cooperative Corporation, do hereby certify that the above is a true and correct excerpt from the minutes of the Board of Directors meeting of the Cooperative, held on the 13th day of May 2021 at which meeting a quorum was present.



Greg Beard, Secretary

5-13-21

Date

GENERAL AGREEMENT

This agreement dated February 1, 2020, is between **SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION**, hereafter referred to as the **COOPERATIVE**, and **PHILLIPS TREE EXPERTS, INC.**, hereafter referred to as the **CONTRACTOR**.

1. **AREA** or **AREAS – COOPERATIVE** System by Office Service Areas. The **COOPERATIVE** service area served by Somerset, McCreary, and Wayne District Offices routinely and depending on the needs of the cooperative may also include any and all other service areas.
2. **CONTRACTOR** will furnish and maintain during the term of this agreement minimum insurance of General Liability \$5,000,000; Automobile Liability \$500,000; Workers Compensation and Employer's Liability, as required by law; and Umbrella Catastrophe Liability of \$5,000,000. **COOPERATIVE** to be named as additional insured on insurance certificate. The **CONTRACTOR** is responsible to see that any changes or updates in insurance coverage, that would affect coverage, are reported immediately to **COOPERATIVE**.
3. **CONTRACTOR** must furnish all equipment, personnel, and supervision to perform task of trimming and clearing of right-of-way in **AREA** during the year(s). This work is to be scheduled for approximately 45 weeks during the year. Work before 7:00 a.m., after 5:00 p.m., or on Saturdays, Sundays, or legal holidays shall be approved by the **COOPERATIVE** before being performed.
4. **CONTRACTOR** is responsible for providing all necessary equipment and performing all maintenance and repairs on such equipment.
5. **CONTRACTOR** must obtain consent or permission for the necessary work from the property owners or public authorities having ownership or control over each tree to be trimmed or removed. Otherwise such required work is to be reported to **COOPERATIVE'S** Right-of-way Team.
6. **CONTRACTOR** must use care to obtain permission to enter upon property owner's land and to enter and leave gates, fences, etc, as found.
7. **CONTRACTOR** must investigate and attempt to settle all valid complaints for damages caused by his work from equipment, employees, or otherwise. These will be done with immediate attention, and all efforts shall be made to effect a prompt adjustment.

8. All brush, trees cut, etc., must be chipped or “wind rowed” along the edges of the right-of-way or in such other routine manner. Stumps of trees cut should be treated with an approved mixture. It is estimated that 30% of the brush and wood will have to be handled and removed from the location cut.
9. **CONTRACTOR** agrees to perform all work to the complete satisfaction of **COOPERATIVE** and in accordance with all federal, state, municipal, county, and other local laws, ordinances, and regulations applicable to said work. All work shall be performed in accordance with such of the following as may be applicable:
 - a) All tree trimming shall be done so as to obtain maximum clearance with due regard to current and future tree health and symmetry, and in conformity with permissions obtained. **All dangerous overhanging limbs shall be removed.**
 - b) All tree limbs shall be flush cut with tree if at all possible.
 - c) All trees and brush removed in right-of-way cutting shall be cut to within three inches of the ground line.
 - d) Bush hogging is a separate work from this contract. Right-of-way is to be left “wind rowed” so bush hogging is not hindered.
10. **CONTRACTOR** agrees to see that he and his personnel are courteous, polite, and present a favorable image to the public.
11. **CONTRACTOR** does not represent **COOPERATIVE** and has no authority to obligate **COOPERATIVE** for any payment or benefit of any kind to any person.
12. **CONTRACTOR** is to follow industry accepted safety rules as to, but not limited to, equipment guards and protection to ensure safety to the general public and **CONTRACTOR’S** and **COOPERATIVE’S** personnel.
13. **CONTRACTOR** is to use diligence to not damage the **COOPERATIVE’S** electric facilities or other facilities in discharging their duties.
14. **CONTRACTOR** agrees to indemnify and hold harmless **COOPERATIVE** and it’s Directors, Officers, Agents, and Employees from all Claims of whatsoever nature or kind, including those brought by employees of **CONTRACTOR** or subcontractors, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this contract by **CONTRACTOR**, its’ employees, agents, and subcontractors. **CONTRACTOR** agrees to defend and pay all costs in defending these claims, including attorney fees.
CONTRACTOR agrees to pay any and all penalties or fines charged against the **COOPERATIVE** deriving from any act, or failure to act in connection of the work performance.

15. **CONTRACTOR** agrees to furnish weekly to **COOPERATIVE**, or its representative, daily time sheets showing the nature, amount, and location of work performed, together with the number of man-hours and equipment hours involved, and the number of trees trimmed and removed.
16. A) **CONTRACTOR** agrees to submit to **COOPERATIVE** weekly invoices.

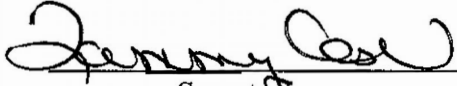
B) **COOPERATIVE** agrees to pay for the work provided herein to be done. Invoices received by **COOPERATIVE** shall be paid as soon as it has had a reasonable opportunity to satisfy itself that the work covered by such invoices has been performed in accordance with the terms of this agreement. Normally two weeks of invoices will be paid together within the ten (10) days of the second week's invoice receipt.
17. This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns. But **CONTRACTOR** shall not assign any of its rights or duties under this agreement, or subcontract the whole or part of the work to be performed hereunder, without first having obtained the written consent of **COOPERATIVE** to such assignment or subcontract.
18. This contract is for a period of time from February 1, 2020 through January 31, 2023.
19. Should **CONTRACTOR** fail to carry out the work in a reasonably expected industry manner or to comply with any of the provisions of this agreement, **COOPERATIVE** may terminate this agreement upon thirty-(30) days written notice to **CONTRACTOR**.
20. **GOVERNING LAW:** This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Kentucky.
21. **CONTRACTOR** shall pay all penalties associated with violations cited by any governing authority (Public Service Commission, OSHA, etc.).
22. **CONTRACTOR** shall have a Safety program in place and will produce documentation of Safety meetings, audits, or other necessary documents upon request.
23. **ASSIGNMENT:** This Agreement and the rights, duties, and obligations hereunder, shall not be assignable by Contractor without the prior written consent of Cooperative.

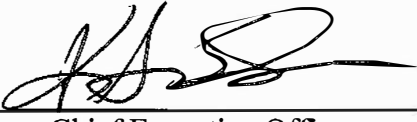
24. ENTIRE AGREEMENT: This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.

This Agreement contains all the terms, conditions, and promises of the parties hereto. No modifications or waiver of this Agreement, or any provision thereof, shall be valid or binding, unless in writing and executed by both parties hereto. No waiver by either party or any breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other term or provision.


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized the day and year first above written.


SOUTH KENTUCKY R.E.C.C.

Witness:

Secretary
1/21/2020
Date

BY: 
Chief Executive Officer
01/21/2020
Date

PHILLIPS TREE EXPERTS, INC.

Witness:

1/21/2020
Date

BY: 
1-21-2020
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted it at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Non-procurement List (Tel. # 202-783-3238).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred ineligible for voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (Pages 4722 – 4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PHILLIPS TREE EXPERTS, INC.

RIGHT-OF-WAY TRIMMING/CLEARING

Organization's Name

Pr/Award # or Project Name

Jim Blanchard

Name and Title of Authorized Representative

Jim Blanchard
Signature

1-21-2020

Date

**CERTIFICATION FOR CONTRACTORS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his/her knowledge and belief, that;

1. No Federal Appropriated Funds have been paid or will be paid, by or on behalf of this undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal Appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its' instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and Cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PHILLIPS TREE EXPERTS, INC **RIGHT-OF-WAY CLEARING/TRIMMING**
Organization Name

Jim Blanchard
NAME OF AUTHORIZED OFFICIAL

Jim Blanchard *1-26-2020*
SIGNATURE DATE

BOARD RESOLUTION

WHEREAS, South Kentucky Rural Electric Cooperative Corporation has previously taken hourly bids on Right-of- Way Clearance and tree trimming and;

WHEREAS, Phillips Tree Experts has submitted a low bid and;

WHEREAS, such bid was for a period of three years, beginning February 1, 2020 through January 31, 2023 therefore;

BE IT RESOLVED, that South Kentucky Rural Electric Cooperative Corporation accepts a three year contract with Phillips Tree Experts at the following prices:

Year 1

3 Men Bucket Crew & Bucket Truck with Chipper \$ [REDACTED]
2 Man Jarraff Crew & Equipment \$ [REDACTED]

Year 2

3 Men Bucket Crew & Bucket Truck with Chipper \$ [REDACTED]
2 Man Jarraff Crew & Equipment \$ [REDACTED]

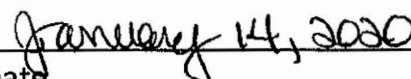
Year 3

3 Men Bucket Crew & Bucket Truck with Chipper \$ [REDACTED]
2 Man Jarraff Crew & Equipment \$ [REDACTED]

I, Greg Beard, Secretary of South Kentucky Rural Electric Cooperative Corporation, do hereby certify that the above is a true and correct excerpt from the minutes of the Board of Directors Meeting of the Cooperative, held on the 14th day of January, 2020 at which meeting a quorum was present.



Greg Beard, Secretary



Date

Kevin Newton

From: Steve Conover <SConover@pdengineers.com>
Sent: Friday, July 16, 2021 11:36 AM
To: Kevin Newton; David Upchurch; Don Bethel
Subject: FW: South KY RECC ROW Bidding
Attachments: Exhibit A ~ SKRECC 2020 RW Bid Instructions + Other.pdf; Exhibit B~ SKRECC RW Specs & additional cont requirements.pdf; Exhibit C ~ SKRECC 2021 acceptance of terms.pdf; Exhibit D ~ Contractor's EEOC.pdf; Exhibit E ~ Contractor's Debarment Certification.pdf; Exhibit F ~ Contracts, Grants, Loans, and Coop Agmts.pdf; Exhibit G ~ 2021 SKRECC RW Pre-bid Survey.xlsx; Exhibit I ~ Contract -Modified RUS 201 Circuit Bid + Hrly if req - for 21 wk.pdf

Gentlemen, I am forwarding you an example email with the attachments that was sent out today to the following eleven contractors:

- A Cut Above Tree Service
- Protec Terra
- Cumberland Tree Experts
- Phillips Tree Experts
- WA Kendall
- Evergreen Tree
- Burford's Tree Service
- Wright Tree Service
- Wolf / Davey
- Electricom
- Jaflo

At this point in time, we don't know how many of them will be interested in bidding, but at least seven of them seemed pretty sure that they would want to. I want to give you a heads up that eight of them that I have talked to have all said that they would prefer paper maps if they do become bidders. WA Kendall requested both paper and electronic maps and prefers "KMZ or shape files" for the electronic version.

Over the next few days I will be answering their questions and making sure that we get what is needed. They are required to have everything back to us by 3 PM on July 23, and after that I will get back with you to decide who gets to bid.

Thanks for allowing me to assist you with this project, and please let me know if you need anything,

Steve Conover

Distribution Engineering Consultant

Patterson & Dewar Engineers, Inc. (P&D)
75 Holt Road | Jamestown, KY 42629

O: (606) 872-3501
M: (606) 872-3501
sconover@pdengineers.com

From: Steve Conover
Sent: Friday, July 16, 2021 10:10 AM
To: Kelly Clapper <kelly@jaflores.com>; Bids <bids@jaflores.com>
Subject: South KY RECC ROW Bidding

Mr. Clapper,

Per my recent voice message that I left for you, please find attached the documents you will need for the pre-bid process of South KY RECC's right-of-way bidding for 2022 and 2023 circuit bid work. Please read Exhibit A first, which should guide you through the requirements. You will note that to be considered for addition to the bidder list, you must execute and return certain documents to me via email on or before 3:00 PM Eastern time on July 23rd, 2021. Shortly after receiving the pre bid submissions, we will inform potential bidders as to whether or not they have been accepted to bid.

Please respond to this email so that I will be assured that you have received this pre bid package. In your response, please also tell me if you would prefer paper or electronic maps of the circuits to be bid if you are chosen as a bidder.

Thanks, and let me know if you have any questions,

Steve Conover
Distribution Engineering Consultant

Patterson & Dewar Engineers, Inc. (P&D)
75 Holt Road | Jamestown, KY 42629

O: (606) 872-3501
M: (606) 872-3501
sconover@pdengineers.com

RIGHT-OF-WAY CLEARING CONTRACT

Contractor's Proposal

To: South Kentucky RECC (Hereinafter called the "Owner")

Article I ~ General

- Section 1. Offer to Clear** ~ The undersigned (hereinafter called the "Contractor" hereby proposes to furnish all labor and materials, equipment, machinery, tools, transportation as required, to clear rights-of-way for the rural electric system bearing the RUS Designation KY54 in strict accordance with the Specifications Requirements for the prices hereinafter stated.
- Section 2. Description of Project** ~ The Project will consist of lump sum circuit/substation clearing, along with hourly work if hourly work is requested by the Owner during the years of 2022 and 2023 as described herein.
- Section 3. Description of Contract** ~ The Descriptions, Exhibits, Plans, and Specifications attached hereto and made a part hereof, together with the Proposal and Acceptance constitutes the Contract.
- Section 4. Familiarity with Conditions** ~ The Contractor warrants that it has made careful examination of the site of the Project and of the Specifications and Drawings attached hereto, and has become informed as to the location and nature of the proposed work, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required for undertaking and completing the Project, and has become acquainted with the labor conditions, state and local laws and regulations which would affect the proposed work.
- Section 5. License** ~ The Contractor warrants that a Contractor's License is , is not X, required, and if required, it possesses Contractor's license number NA for the State of NA in which the Project is located and said license expires on NA, 20NA.
- Section 6. Contractor's Bond** ~ The contractor agrees to furnish a bond prior to the commencement of work in the penal sum of not less than the estimated cost of the circuit bid work awarded with a surety or sureties listed by the United States Treasury Department as acceptable sureties. This bond must be in a form acceptable to the owner and in the event that the surety or sureties of the performance bond delivered to the owner shall at any time become unsatisfactory in the opinion of the owner, the contractor agrees to deliver to the owner another or an additional bond.
- Section 7. Taxes** ~ The labor prices for Right-of-Way Clearing in this Proposal include any sums which are or may be payable by the Contractor on account of taxes imposed by any taxing authority on payments for materials furnished or services performed by the Contractor under the terms of this Contract.

Article II ~ Clearing

Section 1. Time and Manner of Work.

- a. The Contractor agrees to commence work on the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Owner after its acceptance of this Proposal, but in no event will the Commencement Date be later than January 31, 2022 unless otherwise specified by the Owner. The Contractor further agrees to prosecute diligently and to complete clearing in strict accordance with the Specifications and Drawings within the agreed upon calendar days (excluding Sundays and other times to be defined by the Owner) after Commencement Date.
- b. The time for Completion of Clearing shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however, that no such extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.
- c. The sequence of R/W Clearing shall be as set forth by the Owner, the names being the designations of areas (hereinafter also called the "Circuits") corresponding to the numbers / names shown on the maps provided to the Contractor, or if no Circuits are set forth by the Owner, the sequence of Clearing shall be as determined by the Owner.
- d. The Owner may from time to time during the progress of the work on the Project make such changes in, additions to or subtractions from the Specifications, Drawings and sequence of work provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the work to be done shall require an extension of time, a reasonable extension will be granted if the Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to the Contractor of completion of the Project shall be materially increased by any such change or addition, the Owner shall pay the Contractor for the reasonable cost thereof in accordance with a Contract Amendment signed by the Owner and the Contractor, but no claim for additional compensation for any such change or addition will be considered unless the Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

Section 2. Environmental Protection ~ The Contractor shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their

containers in or near streams, waterways or pastures. The Contractor shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

Section 3. Supervision and Inspection.

- a. The Contractor shall cause the work on the Project to receive constant supervision by a competent foreman (hereinafter called the "foreman") who should be present at all times during working hours where work is being carried on. The Contractor shall also employ in connection with the Project, capable, experienced and reliable foremen and such skilled and "certified" workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Foreman shall be binding upon the Contractor.
- b. The Owner reserves the right to require the removal from the Project of any employee of the Contractor if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Contractor to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Contractor of its obligations to complete the work within the time and in the manner specified in this Proposal.
- c. The manner of performance of the work, and all equipment used therein, shall be subject to the inspection and approval of the Owner. The Owner shall have the right to inspect all payrolls and other data and records of the Contractor relevant to the work. The Contractor will provide all reasonable facilities necessary for such inspection. The Contractor shall have an authorized agent accompany the inspector when final inspection is made and, if requested by the Owner, when any other inspection is made.
- d. In the event that the Owner shall determine that the work contains or may contain numerous defects, the Owner may choose to have an inspection made by an engineer approved by the Owner for the purpose of determining the exact nature, extent and location of such defects.
- e. The Engineer may recommend to the Owner that the Contractor suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or because of the failure of the Contractor to comply with any of the provisions of the Contract: Provided, however, that the Contractor shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Contractor to comply with any of the provisions of this Contract. In the event that work is suspended by the Contractor with the consent of the Owner, the Contractor before resuming work shall give the Owner at least twenty-four (24) hours' notice thereof in writing.

Section 4. Unsuitable Workmanship ~ The acceptance of any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such workmanship shall be found to be unsuitable. Workmanship found unsuitable before final acceptance of the work shall be remedied, by and at the expense of the Contractor. The Contractor shall not be entitled to any payment hereunder so long as any unsuitable workmanship in respect to the Project, of which the Contractor shall have had notice, shall not have been remedied.

Article III--Payment

Section 1. Payments to Contractor.

- a. Within the Owner defined period(s), the Owner shall make partial payment to the Contractor for work accomplished during the preceding invoice period as approved by the Owner solely for the purposes of payment: Provided, however, that such approval by the Owner shall not be deemed approval of the workmanship or materials. Upon completion by the Contractor of the required work on a circuit, the Contractor shall deliver to the Owner certification showing (1) that all persons who have furnished labor in connection with the Project and subcontractors who have furnished services for the Project have been paid in full and (2) that the Contractor shall hold the Owner harmless against any liens arising out of the Contractor's performance hereunder which may have been or may be filed against the Owner. Upon the Owner's approval of such certification, the Owner shall make payment to the Contractor of all amounts to which the Contractor shall be entitled and which shall not have been paid.
- b. The Contractor shall be paid on the basis of the circuit percentage actually completed at the direction of the Owner shown by the Circuit Inventory: Provided, however, that the total cost shall not exceed the total contract price for the Circuit as set forth in the Acceptance, unless such excess shall have been approved in writing by the Owner.
- c. No payment shall be due while the Contractor is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Contractor the amount of any claim by a third party against either the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work hereunder in accordance with the provisions of the Contract.
- d. If no Circuits are designated in Article II, Section 1 (c) the term "Circuit" shall mean for purposes of this subsection (a) and Article IV, Section 3 (b) only, a part of the Project as designated by the Owner which represents at least twenty-five percent (25%) of the total contract price as stated in the Acceptance.
- e. Interest at the rate of zero percent (0%) per annum shall be paid by the Owner to the Contractor on all unpaid balances due on invoices, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Contractor. The due date for purposes of such invoice payment shall be the tenth day provided (1) the Contractor

on or before the fifth day of such invoicing cycle shall have submitted its certification of right-of-way clearing units completed during the preceding invoice and (2) the Owner on or before the 10 day of such invoicing cycle shall have approved such certification. If for reasons not due to the Contractor's fault, such approval shall not have been given on or before the tenth day of such invoice cycle, the due date for purposes of this subsection (e) shall be the tenth day of such invoice cycle notwithstanding the absence of the approval of the certification. The above procedures may be modified upon approval of both parties.

- f. Interest at the rate of zero percent (0%) per annum shall be paid by the Owner to the Contractor on the final payment for the Project or any completed Circuit thereof, commencing ten days after the due date. The due date for purposes of such final payment shall be the date of approval by the Owner of the Final Inventory and receipt of the Certificate of Contractor and Indemnity Agreement as conditions precedent to the making of final payment. The above procedures may be modified by the Owner.

Section 2. Payments to Subcontractors ~ The Contractor shall pay each subcontractor, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Contractor for and on account of services performed by each subcontractor.

Article IV--Particular Undertakings of the Contractor

Section 1. Protection to Persons and Property ~ The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, state, and municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, state, or municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- a. The Contractor shall so conduct work on the Project as to cause the least possible obstruction of public highways.
- b. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.
- c. The Contractor shall do all things necessary or expedient to properly protect any and all parallel, converging, and intersecting lines, joint line poles, highways, and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, or other property are damaged in the course of work on the Project the Contractor shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.

- d. Where the right-of-way of the Project traverses cultivated lands, the Contractor shall limit the movement of his crews and equipment so as to cause as little damage as possible to crops, orchards, or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during work on the project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. The Contractor shall not be responsible for loss of or damage to crops, orchards, or property (other than livestock) on the right-of-way necessarily incident to work on the Project and not caused by negligence or inefficient operation of the Contractor. The Contractor shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by work on the Project. The right-of-way for purposes of this said section shall consist of an area extending as described in Exhibit B of this contract along the route of the Project lines, plus such area reasonably required by the Contractor for access to the route of the Project lines from public roads to carry on the work.
- e. The Project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided, shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the work on the Project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of an act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence.
- (i) To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Contractor's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Contractor's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Contractor, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Contractor liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.
- (ii) To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Contractor, its subcontractors and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. Contractor shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and

shall notify Owner promptly when it has done so. If Contractor does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Contractor.

(iii) Contractor shall provide to Owner's satisfaction evidence of Contractor's ability to comply with the indemnification provisions of subparagraphs (i) and (ii) above.

f. Any and all excess earth, rock, debris, underbrush, and other useless material shall be removed by the Contractor from the site of the Project as rapidly as practicable as the work progresses. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures.

g. Upon violation by the Contractor of any provisions of this section, after written notice of such violation given to the Contractor by the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor so to do the Owner may correct such violation at the Contractor's expense.

h. The Contractor shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.

(i) The Contractor shall not proceed with the cutting of "yard" trees without written notification from the Owner that proper authorization has been received from the owner of the property and the Contractor shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on his land in connection with the Project.

Section 2. Insurance ~ The Contractor shall take out and maintain throughout the period of this Agreement the following minimum amounts of insurance unless greater minimum amounts and/or other stipulations are required by Exhibit B of this contract. If additional insurance requirements are shown in Exhibit B beyond those shown below, the additional insurance requirements shall be necessary and shall be at the sole expense of the Contractor:

<u>TYPE</u>	<u>LEVEL</u>
1. Workers Compensation	Statutory
2. Employers Liability	Bodily Injury by Accident \$1,000,000 each accident
	Bodily Injury by Disease \$1,000,000 policy limit
	Bodily Injury by Disease \$1,000,000 each employee
3. Public Liability	Bodily Injury or Death \$1,000,000 each occurrence

	Property Damage	\$1,000,000 each occurrence
	Accidents	\$1,000,000 aggregate
4. Automobile Liability	Bodily Injury or Death	\$1,000,000 per person
		\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
5. Umbrella Liability	Each Occurrence and Aggregate	\$4,000,000

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in this Section or Exhibit B. 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.

The Owner shall be named as "Additional Insured" and certificate holder on all policies of insurance required unless specified otherwise by the owner.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

Section 3. Delivery of Possession and Control to the Owner.

- a.** *Upon written request of the Owner, the Contractor shall deliver to the Owner full possession and control of any portion of the Project provided the Contractor shall have been paid at least ninety percent (90%) of the cost of the work of such portion. Upon such delivery of possession and control to the Owner, the risks and obligations of the Contractor as set forth in Section 1(e) of this Article IV with respect to such portion so delivered to the Owner, shall be terminated:*

Provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to unsuitable workmanship as specified in Article II, Section 4.

- B** *Where the R/W Clearing of a Section as hereinbefore defined in Article II, Section 1 (c) and Article III, Section 1 (d) shall have been completed by the Contractor, the Owner agrees, after receipt of a written request from the Contractor, to accept delivery of possession and control of such Section upon having inspected the Section and having found the work acceptable. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1 (e) hereof with respect to such Section so delivered to the Owner shall be terminated. Provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to unsuitable workmanship as specified in Article II, Section 4 hereof.*

Section 4. Assignment of Guarantees ~ All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner prior to the time the Contractor receives final payment for any Section.

Article V--Remedies

Section 1. Completion on Contractor's Default ~ If default shall be made by the Contractor or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor a written notice requiring the Contractor to cause such default to be corrected forthwith.

Unless within twenty (20) days after the service of such notice upon the Contractor and the Surety, if any, such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made, the Owner may take over the work on the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any cost or expense in excess of the contract price occasioned thereby.

The Owner in such contingency may exercise any rights, claims, or demands which the Contractor may have against third persons in connection with this Proposal and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

Section 2. Liquidated Damages ~ The time of the Completion of Clearing is of the essence of the contract. Should the Contractor neglect, refuse or fail to complete the clearing within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such monies which may be then due, or which may become due and payable to the Contractor the sum of NA dollars/per day for each and every day that such work is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty.

Section 3. Cumulative Remedies ~ Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provision of Section 2 of this Article shall be the exclusive measure of damages for failure by the Contractor to complete the clearing within the time herein agreed upon.

Article VI--Miscellaneous

Section 1. Definitions.

- a. The term "Engineer" shall mean the engineer employed by the Owner to provide engineering services for the Project and said Engineer's duly authorized assistants and representatives. The term "Engineer"

will mean "Owner" if the Owner chooses to perform the work in-house and not employ an Engineer.

- b. The term "Completion of Clearing" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof.
- c. The term "Completion" shall mean full performance by the contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof relating to any Section of the Project or to the Project.

Section 2. Patent Infringement ~ The Contractor shall save harmless and indemnify the owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

Section 3. Permits for Explosives ~ All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Contractor.

Section 4. Compliance with Statutes and Regulations ~ The Contractor will comply with all applicable statutes, ordinances, rules, and regulations pertaining to the work. The Contractor acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the so-called "Kick-Back" Statute (48 Stat. 948), and regulations issued pursuant thereto, and 18 U.S.C. Secs. 286, 287, 1001, as amended. The Contractor understands that the obligations of the parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the premises.

Section 5. Equal Opportunity Provisions.

- a. Contractor's Representations ~ The Contractor represents that: It has X does not have 100 or more employees, and if it has, that it has X has not furnished the Equal Employment Opportunity --- Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontractor for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100. The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify, the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

- b. Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees as follows:
 - (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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, 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 setting forth the provisions of this Equal Opportunity Clause.

- (ii) 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, sex, or national origin.
- (iii) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (iv) The 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.
- (v) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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.
- (vi) In the event of the Contractor's noncompliance with the Equal Opportunity Clause 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 the Contractor may be declared ineligible for further 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 the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (vii) The Contractor will include this Equal Opportunity Clause 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 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (c) **Certificate of Non-Segregated Facilities.** The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

Section 6. Franchises and Rights-Of-Way ~ The Contractor will be under no obligation to obtain or assist in obtaining any franchises, authorizations, permits, or approvals required to be obtained by the Owner from Federal, state, county, municipal or other authority; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the construction and operation of the Project.

Section 7. Non-Assignment of Contract ~ The Contractor shall not assign the Contract effected by an acceptance of this Proposal or any part thereof or enter into any contract with any person, firm or corporation for the performance of the Contractor's obligations thereunder, or any part thereof, without the approval in writing of the Owner.

Section 8. Extension to Successors and Assigns ~ Each and all of the covenants and agreements contained in the Contract effected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto.

Section 9. Independent Contractor ~ The Bidder shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this proposal, the successful Bidder shall be

the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

Section 10. Acceptance by the Owner ~ The acceptance of a Proposal shall become effective the date of acceptance by the owner.

Description of Units

Right-of-Way Clearing Units:

This is a lump sum, "Clear by Circuit" contract and includes hourly rates as described within this proposal and attached exhibits/attachments.

Specifications

In preparing the right-of-way, trees shall be removed, underbrush cleared, and trees trimmed so that the right-of-way shall be clear from the ground up or as specified. Trees fronting each side of the right-of-way shall be trimmed symmetrically unless otherwise directed by the Owner. Dead trees beyond the right-of-way which would strike the line in falling shall be removed. Leaning trees beyond the right-of-way which would strike the line in falling and which would require topping if not removed may be removed or topped at the direction of the Owner.

The right-of-way shall be cleared in accordance with the instructions in the preceding paragraph and **in addition as specified by the exhibits/attachments to this contract.**

Contractor agrees to abide by and follow specifications per all attachments/exhibits to this contract.

The exhibits/attachments included in this contract along with this contract represent the agreement in its entirety between the parties. No other outside agreements whether spoken or written are a part of this contract.

Distribution Right-of-Way Clearing Prices (Circuit Bid)

The following circuit bid price shall be a firm, lump sum price regardless of the actual mileage encountered by the contractor while doing work on the circuits. The contractor affirms that the company has examined the required work in the field and accepts the lump sum prices regardless of the actual mileage encountered while performing the work.

Circuit Bid Prices will be added here

**Distribution Right-of-Way Clearing Prices
(Hourly)**

**Hourly Prices and possibly a reference to
attached hourly prices will be added here.**

Additional Stipulations concerning Hourly Work and Prices:

Overtime shall be at a rate of **X.X times** the regular hourly rate. Overtime shall be paid for work that the Owner requests, which exceeds 40 hours in a week or is outside the normal working hours.

If the Owner requires work on "Owner approved Holidays," the rate shall be **X.X times** the regular hourly rate.

All prices (Hourly Prices and Circuit Bid Prices) for 2022 and 2023 shall be at the prices originally bid with no increase in the prices for CPI or any other reason.

In all circumstances, overtime is only applied to labor and not to equipment.

The contractor will be reimbursed for any reasonable meal and lodging expenses while working storms, but only those expenses which the Owner approves.

If the Owner requests the Contractor to bring in extra temporary (off system) workers and equipment for emergency situations such as storm restoration, the Owner and Contractor shall negotiate rates and any special terms/conditions for those extra workers and equipment at the time the request is made unless other arrangement are agreed to in advance by the parties of this contract. All other terms/conditions applying to any temporary workers or equipment not changed by mutual agreement of the parties in writing shall be as stated in this contract and the attachments/exhibits hereto which are made a part of this contract.

The Contractor will provide a General Foreman or a Lead Contact Person on all lump sum bids that will be the single point of contact for the Owner's ROW Coordinator until the project is completed. There will be no charge to the Owner for this service. Normal hourly crews will not require a general foreman on most occasions since daily crew placement will be handled by the Owner's ROW Coordinator. If the ROW Coordinator requests additional help from a General Foreman, he/she will charge billable hours at the rate shown in the table above to the same account as the normal crews subject to the ROW Coordinator signing off on the time sheets. The overtime rate and conditions for when overtime is paid (emergency/storm work, etc.) for the General Foreman shall be as

described above for other contract workers. Any billable hourly work for a General Foreman must be pre-approved and requested by the Owner.

The Contractor shall provide a qualified Safety Person to check on the crews at no charge to the Owner. The schedule for checking crews will be determined by the Contractor.

It is understood by both parties that the hourly rates included in this contract are complete charges and there is not an extra charge per man (Per Diem) of any kind.

The General Foreman shall have a pickup truck and cell phone. There shall be no charge to the Owner for this.

Each Crew Foreman shall have a cell phone. There shall be no charge to the Owner for this.

All crews shall be equipped with all necessary saws, climbing gear, safety equipment and other necessary tools and equipment for right-of-way clearing work. There shall be no charge to the Owner for this. The only manpower and equipment charged for shall be as shown in the table above.

The number of and type of personnel and equipment making up each crew shall be determined by the Owner. The Contractor agrees to furnish manpower and equipment to the best of his ability to meet the needs of the owner. The Contractor understands and accepts the fact that the Owner reserves the right to terminate the contract for any reason at any time and that there is no guarantee of any specific types or amounts of work.

ATTEST:

????????????????????

Bidder

Secretary

President

Dated: _____

Address

This Proposal must be signed with the full name of the Contractor. If the Contractor is a partnership, the Proposal must be signed in the partnership name by a partner. If the Contractor is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

ACCEPTANCE

The Owner hereby accepts the foregoing Proposal of the Bidder, XXXXXXXXXXXXXXXX, for the right-of-way clearing of the following:

- Type "A" Circuit/Substation Bid Work as defined by this contract and the attachments hereto for XXXXXXXXXX Substation and XXXXXXXX Substation as shown above in this contract.
- Hourly work as defined by this contract and the attachments hereto if requested and commissioned by the Owner.

South Kentucky RECC
Owner

By: _____
Manager / CEO

Secretary

_____, 202X
Date of Contract



850 Center Way
Norcross, GA 30071

(770) 453-1410
pdengineers.com

EXHIBIT A: Bid Instructions and Other Requirements for Right of Way “Circuit Bidding” for South Kentucky Rural Electric Cooperative Corporation (SKRECC) (for 2022 and 2023 work)

July, 2021

General Information:

Owner: South Kentucky Rural Electric Cooperative Corporation
200 Electric Avenue
Somerset, KY 42501
Telephone: 606-678-4121

Consultant: Steve Conover, Distribution Consultant
Patterson & Dewar Engineers, Inc.
75 Holt Rd.
Jamestown, KY 42629
Telephone (606) 872-3501
sconover@pdengineers.com

This bid process is for “circuit bid” (lump sum) type work as defined below. Hourly prices will also be requested for occasional miscellaneous work which may arise that is outside the scope of the circuit bid tasks. Please see Exhibit B for more information on when hourly prices can become applicable. Bids will be evaluated based on adding the lump sum bid for each circuit to the expected hourly cost for each circuit. The number of expected hours for each circuit will be estimated by SKRECC and applied to bids after they are received. Therefore, it is important to provide competitive bids for both lump sum and hourly work. The following circuits are being bid per the above criteria (lump sum bid + expected hourly costs) for work in the years of 2022 and 2023:

<u>Substation</u>	<u>Circuit Name</u>	<u>Miles</u>	<u>Work Year</u>
Cabin Hollow	Rush Branch	61.2	2022
Cabin Hollow	Cedar Grove	40.3	2022
Wiborg	Greenwood	119.2	2022
Wiborg	Beulah Heights	67.7	2022
Zula	Susie	45.2	2022
North Albany	Town	12.1	2022

North Albany	Burkesville	20.5	2022
North Albany	Clinton County	4.6	2022
South Albany	Adam's Dock	50.2	2022
South Albany	Downtown	3.1	2022
Mt. Victory	To Mt. Victory	75.0	2023
Nelson Valley	Stilesville	50.3	2023
Nelson Valley	Eagles Nest	14.9	2023
Nelson Valley	Rainbow Terrace	14.7	2023
Slat	Parnell	103.2	2023
Russell Springs	Hails Highway	59.8	2023
Windsor	Caintown	120.9	2023
Upchurch	Grider Hill	86.3	2023
Sewellton	Highway 55	108.5	2023

Substation Location Information:

Cabin Hollow	50 Commerce Lane, Somerset, KY 42501
Wiborg	162 Beulah Heights Road, Whitley City, KY 42653
Zula	191 HWY 1009 N, Monticello, KY 42653
North Albany	1028 Third Street, Albany, KY 42602
South Albany	235 West Harper Lane, Albany, KY 42602
Mt. Victory	2444 Old Whitney Road, Somerset, KY 42501
Nelson Valley	134 Stilesville Road, Somerset, KY 42501
Slat	101 Whispering Pines, Monticello, KY 42633
Russell Springs	64 Old Sano Road, Russell Springs, Ky 42642
Windsor	1905 Highway 80, Windsor, KY 42565
Upchurch	594 Wray Ridge Road, Albany, KY 42602
Sewellton	44 Highway 55, Jamestown, KY 42629

The mileages shown above are only approximate and represent an estimate of primary line mileage. However, some trimming of secondary and service lines will be required as part of the work, and no extra monies are paid for that. Please see Exhibit B for more information. It will be the responsibility of the contractor to look at each circuit before submitting a bid, and circuit bids will be firm and binding regardless of the actual mileage encountered. No changes will be made on the Circuit Bid prices.

Pre-Bid Submissions:

- In order to be considered for inclusion on the Right of Way Bid List for this contract bidding you must execute and submit the following documents included in the Pre-Bid Package. These documents must be received per the instructions stated herein **on or before 3:00 PM (Eastern Time) July 23, 2021.**

- Exhibit C ~ Contractor's Acceptance of Requirements and Intent to Bid
 - Exhibit D ~ Certificate of Non-Segregated Facilities (Equal Opportunity Employment Certification)
 - Exhibit E ~ Debarment Certification
 - Exhibit F ~ Certification for Contracts, Grants, Loans, and Cooperative Agreements
 - Exhibit G ~ SKRECC Pre-Bid Questionnaire
- The Following documents are provided to the contractor as an aid in filling out the Pre-Bid materials and include terms and conditions that the contractor must agree to by executing Exhibit C. These documents do not need to be returned but they may be included as attachments/terms to the final contract:
 - Exhibit A ~ Bid Instructions and Other Requirements (This Document)
 - Exhibit B ~ SKRECC Additional Right-of-Way and Contract Specifications
 - Exhibit I ~ Example Contract (Modified RUS 201)
 - Note: Exhibit H is not included in the pre bid package and not needed by the contractor for a pre bid submission. This is an exhibit used later in the process for a bid Invitation and additional bidding instructions if necessary.
 - Pre Bid materials shall be submitted to the "Consulting Engineer" (Patterson & Dewar Engineers, Inc.), via email to sconover@pdengineers.com (Steve Conover). Please make high quality electronic scans of all PDF documents and save the spreadsheet (Exhibit G) in its original format. Emailing these documents is all that is required for a pre bid submission.
 - All questions and requests should be addressed to the Consulting Firm of Patterson & Dewar Engineers, Inc. via e-mail to sconover@pdengineers.com (Steve Conover).

If You Are Chosen as a Bidder:

- If you are chosen for inclusion on the Bidder List, you will later be invited to submit bids for Right-of-Way work for SKRECC. The following is provided to the contractor to aid in understanding the general scope of the upcoming work; however, SKRECC reserves the right to change any of the following items at its sole discretion.
- It is anticipated that **sometime on July 26th, 2021** that contractors will be informed as to whether or not they have been accepted as a bidder. After being accepted, bidders can go by the South KY RECC office in Somerset, KY and pick up maps of the circuits to bid. Please contact Don Bethel at 606-872-3087 and make arrangements for picking up the maps.
- SKRECC will hold a **Zoom meeting** with all selected bidders before bids are due. Contractor attendance will be mandatory. SKRECC will give as much notice as reasonably possible if the

date changes, but the date for the meeting is currently scheduled for **July 30th, 2021, beginning at 10:00 AM (Eastern Time)**. Unless SKRECC informs the contractor otherwise, this will be the time and date for the meeting. An invitation for the Zoom meeting will be sent out sometime after a contractor is accepted to bid.

- Bids must be submitted to Steve Conover of Patterson & Dewar engineers via a spreadsheet that must be sent to sconover@pdengineers.com . The spreadsheet will be provided to the contractors at a later date. **The bids are due by August 31st, 2021 before 3:00 PM Eastern time.**
- Along with the bid spreadsheet, bidders are required to submit a MS Word document that gives a thorough description of the manpower and equipment that they plan to use for each of the circuits if they are awarded the work. If the manpower and equipment is to be exactly the same for all circuits, this should be stated. If the manpower and equipment will vary from circuit to circuit, please list it for each individual circuit in the MS Word document. Note: This information is being requested by SKRECC for planning purposes. Please be thorough and complete in your response to this request.
- The Bid Spreadsheet and the above mentioned MS Word Document are all that is required to submit a bid, unless additional information is requested at a later date.
- **SKRECC reserves the Right to reject any or All Bids at its sole discretion.**
- All questions and requests should be addressed to the Consulting Firm of Patterson & Dewar Engineers, Inc. via e-mail (To sconover@pdengineers.com Steve Conover).
- The required contract work **must be completed by November 30th of the year the work is scheduled to be done.** The contractor may begin work once the contract is signed and SKRECC gives them permission to start.
- Once a contract is signed, the contractor shall begin work very soon and work on a schedule, acceptable to SKRECC. The contractor shall keep the required crews present and working on the SKRECC system until the work is completed. The contractor shall not remove crews for work at other utilities unless permission is granted by SKRECC to do so.
- Bid prices shall be such that they uniformly can be used for all work encompassing both energized and de-energized conditions.
- The manpower schedule that the contractor will be required to meet after contracts are signed is as follows:
 - Circuit Bid Crews: The number of crews needed will be determined by the number of crews required to complete the assigned work within the allotted time **(before November 30th of the year for which the work is scheduled).**
 - All crews must have the necessary equipment and manpower for the type of work being done. SKRECC shall have the right to determine the adequacy of equipment provided by the contractor, and the contractor must make necessary adjustment to manpower and equipment at the discretion of SKRECC.
 - SKRECC reserves the right to award bid work to multiple contracting companies.
 - Any contractor who is awarded circuit bid work will be required to provide manpower and equipment consistent with getting the work done on time and as directed by SKRECC.
 - Please see Exhibit B for additional information.

- Circuit bid contracts will be per RUS Form 201 with amendments applicable to SKRECC requirements and will include attachments thereto containing special terms and conditions applicable to SKRECC.
- Other RUS Documents could be required in the Contract.
- The successful bidders must be prepared to coordinate with SKRECC to complete required contracting documents and **start working early in the years for which the work is scheduled.**
- An orientation conference meeting will be held with the successful bidder/s at a time to be specified by SKRECC. The purpose of this meeting will be to review the schedules, establish procedures for handling staking sheets and other documents, and review required procedures, which includes the processing of payments to the contractor.
- During the entire process each proposal will be evaluated with **Safety, Reliability, Economic Value and ability of the contractors to successfully accomplish the work within the allotted time frames.**



Steve Conover
Senior Distribution Consultant
Patterson & Dewar Engineers, Inc.

Exhibit B ~ South Kentucky RECC (SKRECC) Right-of-Way Specifications and Additional Contract Requirements

1. The information within this document pertains to four types of right-of-way work applicable to SKRECC; however, this contract only includes Type A work with some Type C work possible when requested by SKRECC. Types B and D work will not be included in this contract.

- 1.1 Circuit Bid Clearing and Stump Treating (Type A work)
- 1.2 Circuit Bid Herbicide Spraying (Type B work)
- 1.3 Hourly Clearing and Stump Treating (Type C work)
- 1.4 Hourly Herbicide Spraying (Type D work)

2. The actual contract which will be executed with the successful bidder/s will be determined by SKRECC based upon the work awarded. The contracts used may be a modified RUS 201 or other SKRECC standard contracts. All contracts used may also have attachments/exhibits from the bid process documents which will become part of the contracts.

3. The number of crews and crew makeup initially required by SKRECC for Type C and D listed above will be determined by SKRECC at a later date. Please see Exhibit A for a rough estimate of the amount of each type of work that SKRECC anticipates. SKRECC reserves the right to split the contract work and award parts to multiple bidders based solely upon SKRECC's evaluation of the bids received.

4. All specifications and requirements herein are applicable to all four types of work listed above unless otherwise noted. References to any type of mechanical cutting or clearing activities are not applicable to Type B and Type D crews since these crews will be used only for herbicide applications.

5. Type A and Type C crews consists of ground clearing and side trimming of woody species to the specification stated herein. The Type A and Type C crews are also required to effectively stump treat everything cut with herbicide, except for cuts made by bushhogging. Type A crews

must furnish the stump treatment spray consisting of a herbicide mixture listed in paragraph 7.3 as a part of the circuit bid. Type C hourly crews will be responsible for the care and use of the stump spray herbicides listed in paragraph 7.3 as well but will be reimbursed for the herbicides at the time of use. All stump treatment herbicides amounts paid must be pre-approved by SKRECC. Note: The term "herbicides" as used in this document includes any surfactants (whether specifically stated or not) that may be required and appropriate for a given application at the discretion of SKRECC.

6. On all Type A and Type B work, the contractor must complete the circuit and/or section being worked on before moving on to another circuit and/or section, unless permission is granted by SKRECC to proceed otherwise. The contractor shall only proceed to new circuits and/or sections after permission is granted by SKRECC.

7. All herbicide applications must follow label directions and be in accord with all state or federal regulations governing licensed applicators. Please note the following concerning herbicide requirements for type B and type D crews bidding on SKRECC contracts:

7.1 The contractor must furnish the herbicides used on all circuit bid herbicide spraying work as a part of the contractor's circuit bid price. SKRECC does not pay the contractor any extra above the circuit bid price for herbicides used on circuit bid herbicide spraying work.

7.2 SKRECC shall reimburse the contractor for the cost of herbicides applied by hourly herbicide spraying crews. All amounts paid by SKRECC for herbicides must be pre-approved by SKRECC for hourly crews.

7.3 The herbicide mix to be used shall be as follows. The contractor may suggest different herbicides, but the final decision shall be at the discretion of SKRECC. In all cases the kill rates and guarantees mentioned below are applicable. Surfactants used must be consistent with the chosen mix to provide the required results and pre-approved by SKRECC

Stump treatment mixture: Garlon 4 Ultra, 20% Milestone, 1%, Stalker, 1%, Basal oil.

Foliar spray tank mix: Vastlan (Dow AgroSciences) (EPA # 52719-687), applied in accordance with all state and federal regulations, and in a manner to achieve the required kill rate as stated below.

The contractor may suggest other mixes, but any change requires the approval of SKRECC.

For all herbicide applications work, all unwanted woody species within the right-of-way area described in the specifications herein are to be treated with the herbicide and/or herbicide mixtures, and the contractor shall guarantee ninety percent (90%) coverage, control, and effective "kill" rate of the unwanted species. This active effective coverage, control, and "kill" rate shall be determined the following growing season by SKRECC appointee(s). If the contractor does not achieve this quantity and quality of coverage, control, and effective "kill" rate, then it shall reapply the herbicide and/or herbicide mixtures at no additional cost to SKRECC. This procedure will be repeated until the required percent coverage, control, and "kill" rate is achieved as determined by SKRECC's appointee(s).

8. Circuit bid prices shall be firm prices and will not be adjusted for any reason, including more or less mileage encountered by the contractor. Estimated mileages furnished by SKRECC are only rough estimates and it is the responsibility of the contractor to take this into account when bidding on circuits. The approximate mileage given for the substations to be cleared are for primary line miles and do not include secondary or service wire mileage. However, all secondary and service wires are to be cleared and included as a part of the contractor's circuit bid price. Bare secondary lines of less than 600 volts shall have a minimum trim clearance of ten (10') ft. Tree limbs around insulated secondary and service wires shall also be trimmed to provide a minimum clearance of

three foot (3') radius to prevent abrasions to the conductor insulation. Any dead trees within falling distances of a bare secondary or service conductor should be brought to the attention of SKRECC's Field Supervisor so it can be removed at his/her discretion.

9. Hourly bid prices shall be firm and not adjusted for any reason during the contract period.

10. Performance bond requirements shall be as defined in the modified RUS 201 contract document.

11. All forms of mechanical equipment (including aerial trimming equipment) will be allowed if the contractor complies with all requirements of the contract and meets all applicable safety and occupational requirements, including those of OSHA. However, SKRECC shall have the right to disallow certain equipment (including aerial trimming equipment) in residential area and other areas as the cooperative deems necessary. Areas of the system and equipment allowed within them will be on a case by case basis at the discretion of SKRECC.

12. SKRECC requires contractors to perform random drug testing of all employees – not just CDL drivers.

13. The Contractor will provide a General Foreman or a Lead Contact Person on all lump sum bids that will be the single point of contact for SKRECC's ROW Coordinator until the project is completed. There will be no charge to SKRECC for this service. Normal hourly crews will not require a general foreman on most occasions since daily crew placement will be handled by the SKRECC ROW Coordinator. If the ROW Coordinator requests additional help from a General Foreman, he/she will charge billable hours at the hourly rate agreed to in the final contract to the same account as the normal crews, subject to the ROW Coordinator signing off on the time sheets. The overtime rate agreed to in the contract and conditions for when overtime is paid (emergency/storm work, etc.) for the General Foreman shall be as described in the final contract for other contract workers. Any billable hourly work for a General

Foreman must be pre-approved and requested by SKRECC.

14. SKRECC has a strong interest in the safety of employees and the general public. This same interest is expected to be maintained by anyone that works as a contractor for this utility. SKRECC will require that ALL contractors follow rules that meet or exceed all of those set forth by the most current NESC (National Electric Safety Code), and all other applicable state and federal laws.

15. SKRECC reserves the right to stop the contractor's work immediately if SKRECC becomes aware that the contractor is in violation of any of the above mentioned safety requirements, and SKRECC reserves the right to terminate the contract due to safety concerns or other any other concerns at its sole discretion. SKRECC further reserves the right to inspect contractor work sites at its discretion.

16. The contractor is required to furnish SKRECC with all documentation pertaining to safety training and certification on a quarterly basis. This information will be mailed or delivered to SKRECC's designated employee by the first day of the month in each quarter. Contractor will also provide training records and qualifications of their employees prior to employees commencing work on SKRECC's system. SKRECC reserves the right to deny access and permission to work on SKRECC's system to any contractor employee due to insufficient training and or qualifications for work assignment. SKRECC reserves the right to deny access to and permission to work on SKRECC's system to any person that SKRECC deems to have an unsafe work history or substandard work procedures.

17. SKRECC will make a quarterly assessment of completed work. SKRECC reserves the right to require adjustments to manpower and equipment to crews at its sole discretion in order to meet the completion deadlines or to achieve other goals of SKRECC. Manpower and equipment adjustments are at the sole discretion of SKRECC.

18. SKRECC reserves the right at any time to determine that a contractor previously qualified is no longer qualified to perform the work or any part

of the work.

19. Contractor agrees to use Contractor's best efforts to perform the required tasks on SKRECC's right-of-ways located within the area served by SKRECC. Contractor must furnish all necessary equipment, qualified personnel, labor, and qualified supervision sufficient to properly and timely perform the required right-of-way tasks in those portions of the Area designated from time to time by SKRECC. Contractor is responsible for performing all maintenance and repairs on such equipment necessary to keep it in safe operating condition. Contractor shall provide any documentation requested by SKRECC including but not limited to employee training records and Contractor safety rules.

20. Contractor hereby acknowledges that it is an independent contractor for SKRECC and meets all necessary legal requirements to perform the tasks for which the Contractor places bids for at SKRECC. Contractor shall be free to determine and control its time, energy and skill to perform the work in accordance with the Agreement during Contractor's regular business hours, except that work shall not occur before 7:00 a.m., or after 6:00 p.m., or on Sundays, or legal holidays unless approved in advance by SKRECC.

21. Contractor acknowledges that SKRECC, in reliance upon the Agreement, is not withholding any taxes from sums paid to Contractor as compensation for services rendered under the Agreement. Additionally, Contractor acknowledges that SKRECC is not carrying workers compensation coverage or unemployment insurance coverage on Contractor or Contractor's employees due to the independent Contractor nature of the relationship. In the event Contractor should be adjudged not to be an independent Contractor, Contractor will indemnify SKRECC for any additional expenses resulting from such ruling.

22. Contractor agrees to perform all work to the complete satisfaction of SKRECC, in a workmanlike manner and of quality consistent with industry standard practices, and in accordance with all federal, state, municipal, county, and other local laws, ordinances, and regulations applicable to said work.

23. Contractor must investigate and use its good faith efforts to attempt to settle all valid complaints for damages caused by its work from equipment, employees, or otherwise. These complaints will be given immediate attention, and all efforts shall be made to effect a prompt settlement of valid complaints by the Contractor.

24. Contractor is to use diligence to not damage SKRECC's electric facilities or other facilities in discharging their duties. If there are damages caused by the contractor, to consumer or SKRECC facilities, the contractor may be invoiced for the damages or the outage.

25. Contractor agrees to see that all personnel are courteous, polite, and present a favorable image to the public. All representations made to the public will be truthful and honest to the best of Contractor's ability.

26. Contractor acknowledges that he/she does not represent SKRECC and has no authority to obligate SKRECC for any payment or benefit of any kind to any person.

27. Contractor agrees to defend, pay on behalf of, and hold harmless SKRECC and its directors, officer, agents, members and employees, from all claims, demands, causes of action, damages, costs, or liabilities, in law or in equity, of every kind and nature whatsoever, including but not limited to those brought by employees of Contractor or its subcontractors, and those brought as a result of any interruption, discontinuance, or interference with SKRECC's service to any of its customers, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this proposal by Contractor its directors, officers, agents, employees, and subcontractors. Contractor agrees to defend and pay all costs in defending these claims, demands, causes of action, damages, costs, or liabilities, including attorney's fees, and Contractor shall also reimburse SKRECC for any and all legal and other expenses incurred by SKRECC in connection therewith. Furthermore, Contractor agrees to maintain public liability and property damage insurance (including automobile public liability and property damage insurance) to cover the obligations

set forth above.

28. The Contractor's insurance policy must state that Contractor has contractual liability coverage and that SKRECC has been added as an additional insured and included as a certificate holder. Contractor and any subcontractor shall carry workers' compensation insurance as required by law. SKRECC shall receive a minimum thirty (30) day notice in the event of cancellation of insurance required by the agreement. Contractor shall furnish a certificate of insurance to SKRECC showing that the above obligations and requirements are provided for by a qualified insurance carrier, and showing SKRECC as an additional insured on such insurance annually prior to January 1 of the insured calendar year. It shall be the contractor's responsibility to provide SKRECC with a new proof prior to the expiration of the current proof.

29. The Agreement is for a period of time as defined within the contract executed by the parties. The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.

30. Contractor shall identify its equipment and employees as a contractor for SKRECC. Contractor will comply with any identification requirements which may be imposed by Public Service Commission regulations or other law, and also any reasonable requirements which may be imposed by SKRECC. Contractor's vehicles shall be identified with a company logo that is legible. Magnetic signs furnished by SKRECC (one set per vehicle) stating "Contractor for South KY RECC" or equivalent shall be displayed at all times when at a work site.

31. The contractor shall pay any penalties associated with violations cited by any governing authority (i.e. Public Service Commission, OSHA, etc.).

32. The Agreement shall be governed by the laws of the State of Kentucky. Any lawsuits related to the Agreement shall be brought in the Pulaski County, Kentucky state courts.

33. No amendment or variation of the terms or conditions of the Agreement shall be valid unless in writing and signed by the parties. The

Contract executed by the parties and attachments thereto constitutes the entire Agreement between the parties regarding the subject matter hereof, and all other prior written or oral communications of any nature whatsoever are hereby merged into and superseded by the Agreement. The parties acknowledge that there are no other oral or written understandings, arrangements and/or agreements between the parties relating to the subject matter of the Agreement.

34. A waiver of any of the terms and conditions of the Agreement shall not be construed as a general waiver by any party, and such party shall be free to reinstate any such term or condition, with or without notice to the other parties.

35. Any headings used as part of the Agreement are for the convenience of the parties and are not to be construed as part of the Agreement.

36. In the event that any portion of the Agreement may be held to be invalid or unenforceable for any reason, it is agreed that said invalidity or unenforceability shall not affect the other portions of the Agreement, and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable.

37. If conflicting information or requirements is found in any of the contracting documents, the most stringent requirements for the contractor shall prevail unless SKRECC deems otherwise.

38. The rights of the parties under the Agreement are personal and not assignable.

39. Contractor agrees to pay SKRECC's reasonable expenses, including attorneys' fees and costs, incurred by SKRECC in enforcing the terms, conditions, and provisions of the Agreement.

40. SKRECC will furnish a ROW Coordinator to oversee all aspects of line clearing while contract crews are working on SKRECC's system. Any

and all questions that may arise should be brought before this designated person for resolution.

41. SKRECC will furnish systems maps to the contractor's ROW foreman or supervisor for the purpose of locating and recording all work done on SKRECC's system. After work has been completed in a particular area the maps shall be returned to SKRECC's ROW Coordinator.

42. Some crews will also have the opportunity to remove previously left yard trees and "off right-of-way" danger trees on an hourly basis. However, SKRECC shall have the final choice on whether or not to remove such trees. The contractor must contact SKRECC for a decision before commencing on clearing such trees.

43. Equipment must be maintained in good condition and with little or no oil leaks. SKRECC shall have the right to require that equipment which does not meet the approval of SKRECC be replaced. The decision of SKRECC shall be final.

44. Personnel must be "presentable" to the public. SKRECC shall have the final decision on any questions arising in this area of the contract.

45. Contractor shall perform 100% of the work directly without using subcontractors unless approval is granted by the SKRECC's ROW Coordinator.

46. The contractor must provide a written report to the SKRECC Field Supervisor for any OSHA reportable injury or violation, and any "near-miss" incident or accident must be promptly reported to the SKRECC Field Supervisor within one hour of occurrence.

47. Contract crews may be inspected by SKRECC's ROW coordinator or other SKRECC personnel on a routine basis.

48. SKRECC staff has the right to conduct site-visits of project areas on a routine basis.

49. Contractor invoicing for hourly work shall be submitted monthly (for previous month's work); and said invoice may be submitted electronically and paid electronically. Time sheets for hourly crews should be submitted weekly so invoicing can be paid in a timely manner. Payments from SKRECC will generally be made on or before the tenth of each month after receipt of invoice but payment of sections of circuit cutting will be paid after an inspection of the work has been made by a representative of SKRECC and all follow up work has been completed.

50. SKRECC requires the contractor to submit completed circuit bid work invoices in 25% increments.

51. SKRECC's ROW Coordinator will strive to provide answers to contractor questions and/or requests in a timely manner (usually within two or three business days). Any questions regarding acceptable methods of performing work shall be directed to SKRECC, and SKRECC will have the final determination on what is deemed acceptable.

52. Each crew shall have a cell phone furnished by the contractor or some other means of communication that SKRECC can use to contact them at all times. In the case of cell phones, the phone numbers shall be given to SKRECC's ROW Coordinator and said phone numbers kept current.

53. Each crew shall have tracking equipment installed on vehicles and SKRECC shall be given access to be able to see vehicle locations.

54. At least one contractor employee capable of speaking fluent English shall be on each job site at all times when the contractor is working.

55. Each crew must inform the ROW Coordinator or the SKRECC dispatcher of their location on the system each morning before beginning work and before departing at the end of each day.

56. Contractors may not park trucks on SKRECC property. Contractors may not park at substation property owned by East Kentucky Power

(EKP) without written permission from EKP.

57. SKRECC provided locks are installed on many "locked-gates"; contractor must not cut locks or chains unless permission is granted by the SKRECC ROW Coordinator.

58. Contractor will not perform or solicit any type of private tree trimming work on the customer's property while actively engaged in performing work for SKRECC under contract until all work on the circuit is completed.

59. Disposal of wood residue such as brush, wood, large sections of tree trunks, large limbs, wood chips and other such products produced or generated by working on SKRECC's system shall not obstruct roads, paths, or waterways. Disposal of said residue shall be the sole responsibility of the contractor and at approved locations. All disposal costs shall be included in the cost submitted on the SKRECC bid. When approved by property owners, logs and brush may be left or the chipped wood may be blown onto the property where the wood residue originated. This is the preferred scenario.

60. SKRECC has some lines within the Daniel Boone National Forest. Brush that is trimmed or cut in these areas shall be mulched down flat or mowed to less than two feet high. Windrows or brush are not allowed because of the concern of hot spots in case of fire. Also, if the ground is disturbed because of equipment being hung or other ground disturbance actions it shall be seeded and strawed to prevent erosion.

61. No trash (i.e. lunch sacks, cans, containers, etc.) or other non-wood residue shall be deposited and disposed of with chips collected from tree trimming operations. Crews are also required to leave their work area as clean as when they arrived with all trash disposed of properly.

62. Power outages caused by workers dropping limbs or trees on to energized lines are unacceptable and precautions shall be taken to make sure this does not happen. In the unlikely event that it does happen, SKRECC has the right to bill the contractor for the cost of repairs and

service restoration and any personal injury or property damage.

63. Contractors shall make available its crews for emergency work as determined by SKRECC, day or night, weekends, holidays, or during any natural or man-made disasters. The contractor shall furnish SKRECC the name and telephone number of the person to contact for emergency crews.

64. SKRECC Retains the Right to Reject Any or All Proposals Submitted in Response to this contract.

65. On multiphase lines, SKRECC's current requirement is 45 feet total width. This is the equivalent of 22.5 feet clearance on each side of the centerline. On single phase lines, SKRECC's current requirement is 30 feet total width. This is the equivalent of 15 feet on each side of the centerline. These distances are ground to sky unless permission to do otherwise is granted by SKRECC. Common sense would dictate that not all of SKRECC's existing lines can be cut to this exact specification, and in some circumstances, it will only be possible to clear the ROW back to the original corridor, which may be less than the current requirements. In any instance where large trees would need to be removed in order to meet SKRECC's current ROW specifications, SKRECC will pay the contractor hourly wages for the extra clearing work. Any questionable situation such as this must be directed to SKRECC's ROW Coordinator or his/her designee before work proceeds.

66. All limbs overhanging the primary line right of way corridors shall be removed by the contractor unless SKRECC gives permission in specific instances to reduce this requirement. The contractor must take this into consideration when bidding on SKRECC right of way work and adjust bid prices accordingly. The contractor may occasionally suggest reducing this requirement in specific instances, but SKRECC shall have the final decision on each situation.

67. All woody stem vegetation will be cut as close to the ground as practicable, but not to exceed three inches (3") above ground line. The cuts shall be made parallel with the ground.

68. If permission from the landowner is granted to remove a previously left yard tree which poses a threat to the power lines, SKRECC may choose to pay the contractor (or another contractor) hourly wages to remove the tree. Permission from SKRECC to remove the tree must be granted in each instance. All trees and woody brush located within the confines of what is considered to be the yard of homes or businesses will require that all brush be chipped or removed unless specific instructions are obtained from the land owner to leave the brush/wood onsite. In certain instances chips may be blown directly on the ground if permission can be obtained from the landowner. All yard tree removals shall be accompanied by written permission from the land owner and authorized by SKRECC before they can be removed on an hourly basis. All trees removed shall be cut flush with the ground line. SKRECC promotes the safe and economic removal of such trees within their ROW corridor in lieu of cycle trimming of said trees. This procedure promotes both the long-term reduction in clearing expenditures and the increase in expected system reliability.

69. Logs or debris shall not be placed below the high water mark of streams, springs, creeks and rivers or other bodies of water. Pastures and cultivated fields must be cleaned up unless permission to leave debris is granted by the landowner.

70. Poles and guy wires shall be clean of all brush, trees, and vines debris ten feet (10') around them.

71. Due to concern for livestock safety, any wild cherry tree cuttings must be removed from livestock areas.

72. When cutting back to a lateral it shall be 1/3 the size of the main limb.

73. No stump treatment will be used on federal or state owned lands.

74. Dead, dying, and/or danger trees outside of the ROW corridor will be considered for removal via hourly pricing. All trees in this category must be reviewed and approved by SKRECC before the tree or trees are

trimmed / removed.

75. The logs and brush that result from the integrated vegetation management operations should be handled in a manner consistent with adjoining land use, terrain, aesthetics, and fire risk. Logs may be recoverable for firewood or timber products and are often best left for the property owner. Brush can be loped evenly thru-out the unmaintained areas landscape and left lying in place or piled/windrowed along right-of-way edges if required by landowners. A wire zone consisting of a five foot (5') path under lines/phases needs to be cleared of all debris. This includes any overhang within three feet of the edges (on both sides) of the 5 ft path.

76. Wherever practical and permissible, dead or defective trees, trees that have been severely disfigured from past improper trimming techniques, and fast-growing trees located so as to be a potential hazard to SKRECC's primary overhead distribution system facilities shall be removed.

77. SKRECC's right-of-way easements allow for the maintenance of right-of-ways areas included within the easements; however, the contractor shall be required to use good judgment and take reasonable care when entering upon such areas. In all cases, respect for the property owner and other stakeholders shall be considered paramount by the contractor. In sensitive areas such as yards, subdivisions, highly maintained areas, posted lands, and similar circumstances, the contractor shall make a good faith effort (when reasonably possible) to inform property owners and/or other stakeholders of the contractor's presence and the general scope of the contractor's work before proceeding. Any situations in which a property owner or other stakeholder takes issue with the contractor's right to enter the property or complete the work shall be reported to SKRECC immediately in order to help facilitate a resolution. All gates, fences and consumer property are to be left in the same condition as found.

78. Severability/Partial Invalidity: The invalidation of any provision, or any portion of a provision, of this Agreement by any entity with proper

jurisdiction and authority does not invalidate the remaining provisions, or the remaining portion of a provision, of this Agreement.

79. Non-Waiver of Default: Failure of SKRECC to treat this Agreement as terminated by failure of the Contractor to comply with, or as a result of, a breach by the Contractor of any term or condition herein, shall not constitute a waiver of SKRECC'S right to this Agreement as terminated in the event of any subsequent failure to comply, or breach by the Contractor, and such right of termination by SKRECC shall be deemed a continuing one. Further acceptance of services by SKRECC shall not be deemed a waiver of Contractor's breach of any obligation hereunder or SKRECC's right to terminate this Agreement because of such breach. In the event SKRECC waives the breach of any covenant or condition or of Contractor's failure to comply with any terms hereof, the same shall not constitute a waiver of any other failure to comply or breach known at the time of such waiver. SKRECC'S right to declare default as set forth in this Agreement shall be deemed a continuing one. The waiver by SKRECC of any breach of a covenant or condition by the Contractor shall not constitute a waiver of any other breach of any other covenant or condition hereof.



850 Center Way
Norcross, GA 30071

(770) 453-1410
pdengineers.com

EXHIBIT C: Contractor's Acceptance of Requirements and Intent to Bid

The undersigned hereby certifies that the company indicated below:

- Desires to bid on all or part of South Kentucky RECC's Right-of Way contracting work to be completed by **November 30th of the year specified for completion (2022 or 2023).**
- Meets all requirements of and is willing to accept all terms and conditions as specified by:
 - RUS right of way contracting requirements
 - Exhibit A: Bid Instructions and Other Requirements
 - Exhibit B: South Kentucky RECC's Right-of-Way Specifications and Additional Contract Specifications
 - The South Kentucky RECC contract and applicable attachments

Signature

Date Signed

Printed Name

Name of Company

Title of Officer

Notary Public

My Commission Expires:

Exhibit D ~ Contractor's "Employer's Equal Opportunity Declaration" For South Kentucky RECC Contracting

A. Section 1 - Contractor Representations

a. Contractor represents that:

It has (), does not have () 100 or more employees, and if it has,

It has (), has not () furnished the Equal Employment Opportunity - Employers Information.

Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

Contractor agrees that it shall obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement signed by the subcontractor showing that the proposed subcontractor has filed a current report on Standard Form 100.

Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract shall amount to more than \$10,000, contractor shall file such report, as required by law, and notify South Kentucky RECC in writing of such filing prior to South Kentucky RECC's acceptance of this Proposal.

b. Equal Opportunity Clause. During the performance of this contract, contractor agrees as follows:

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their 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 recruiting 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 Equal Opportunity Clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor shall send to each labor union or representative or workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall 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.
5. The contractor shall furnish all information and reports required by Executive Order of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its 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.
6. In the event of the contractor's non-compliance with the Equal Opportunity Clause of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further 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 Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The contractor shall include his Equal Opportunity clause in every subcontract or purchase order unless exempted by the rule, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor and Vendor. The contractor shall take such action with respect to any subcontractor or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for non-compliance provided however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or Vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- c. Certificate of Non-segregated Facilities. The contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it shall not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it shall not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating

areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time period) it shall obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it shall retain such certification in it's files.

Extension to Successors and Assigns

Each and all of the covenants and agreements contained in the contract effected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto.

(Contractor)

(President)

(Address)

Attest: _____

Date of Proposal _____

This proposal shall be signed with the full name of the contractor. If the contractor is a partnership, the proposal shall be signed in the partnership name by a partner. If the contractor is a corporation, the proposal shall be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the secretary of the corporation.

Exhibit E ~ South Kentucky RECC
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award or Project Name

Name and Title

Signature

Date

Exhibit F – South Kentucky RECC

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name and Title

Company Name

Exhibit G ~ South KY RECC (SKRECC) Pre-Bid Questionnaire and Data Request For Right of Way Contracting (Page 1 of 4)

Please complete the following survey by entering the required information in the blue shaded areas.

Please provide the following using OSHA 300 Logs, etc. as required:

	2018	2019	2020
List your firm's interstate Experience Modification Rate (EMR).			
List your firm's OSHA Recordable Rate			
List your firm's DART Rate			
List your firm's Lost Time Rate			
Number of Lost Workday Cases:			
Number of Restricted Workday Cases:			
Number of cases with medical attention only:			
Number of fatalities:			
Number of hours worked (do not include non work paid hrs)			
Number of times your organization has been cited by OSHA in last 3 yrs:			

Please answer the following questions with "Yes" or "No."

	Yes or No
Do you have a written safety program?	
Do you have a written drug testing policy that covers all employees (not just CDL)?	
Are all employees subject to drug tests based on reasonable suspicion?	
Are all employees subject to random drug tests?	
Does your company do drug screening and background checks on new hires?	
Do you conduct site safety inspections at least monthly?	
Do you require foremen to hold tailgate sessions daily and at each work site?	
Do you require foremen to conduct daily safety inspections at work sites?	
Do you have a designated and competent person assigned to safety management for the company?	
Do you have a safety orientation for all new hires?	
Does your safety orientation for new hires include fall protection?	
Does your safety orientation for new hires include safe ladder use?	
Does your safety orientation for new hires include fire protection?	
Does your safety orientation for new hires include first aid, MSDS and CPR?	
Does your safety orientation for new hires include energized equipment approach distances?	
Do you have an existing workforce capable of meeting SKRECC's work requirements?	
Do you commit to handling all complaints in a professional and timely manner?	
Are your personnel licensed for use of chemicals and herbicides commonly used in ROW maintenance?	
Do all of your workers meet OSHA requirements for the jobs which they are assigned?	
Do your foremen have advanced or additional safety training?	
Will you comply with all federal, state, and local laws/ordinances/etc applicable to this project?	
Will you name SKRECC as additional insured on your insurance policy as required by RUS?	
Will you provide SKRECC with a monthly safety report if requested?	
Do you agree not to use subcontractors without first getting the permission of SKRECC?	

Exhibit G Continued (Page 2 of 4)

Please enter the number of years that your company has been in business under its current name:

Please list below Key Personnel who are responsible and accountable for safety at your company:

--

Has your company been free of critical injury for the last year to date?

Note: Critical injury used here includes fatalities, dismemberment, or permanent total disability.

Please comment below:

--

In the space below please elaborate on your capabilities to furnish the manpower and equipment for fulfilling the requirements of SKRECC as described in the Pre-Bid Documents. Please also discuss your ability to perform the work and have it completed on time.

--

Are you presently or in the preceding 36 months have you been in legal proceedings with any electric utility at which you are or have provided electric contracting services. If yes, please explain below: Note: We are talking about legal proceedings with companies you work/contract for. Do not include information on lawsuits with utility customers or the general public.

--

Exhibit G Continued (Page 3 of 4)

In the space below please provide the name and address of you insurance company, along with the telephone number, name of the contact person, and other appropriate contact information.

To the best of your knowledge, does any officer, employee, or consultant of SKRECC have any financial interest or conflict of interest in your company? If the answer is "No" then simply type "No" in the box below. If the answer is "Yes" type "Yes" in the box below, and describe the conflict or possible conflict.

in the space below, please list any additional information or clarifications that you would like to provide.

Exhibit G Continued (Page 4 of 4)

In the space below please list three Electric cooperatives that you company is presently working for, and provide telephone numbers and contact person names:

In the space below, please provide the name, title, and contact information of the person completing this survey. Please also provide the same information for the contact person concerning this project if it is a different person. Please also provide the date that you completed this survey.

If you have any questions regarding this survey, please contact Steve Conover of Patterson and Dewar Engineers at sconover@pdengineers.com.

GENERAL AGREEMENT

This agreement made and entered into this 1ST day of JANUARY 2021, is between **SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION**, hereafter referred to as the **COOPERATIVE**, and **CUMBERLAND TREE EXPERTS.**, hereafter referred to as the **CONTRACTOR**.

1. **AREA** or **AREAS** – **COOPERATIVE** system by Office Service Areas. The **COOPERATIVE** service area served by the Somerset, Whitley City, Russell Springs, Albany and Monticello District Offices routinely and during emergencies may also include any and all other service areas.
2. **CONTRACTOR** will furnish and maintain during the term of this agreement minimum insurance of General Liability \$5,000,000; Automobile Liability \$500,000; Workers Compensation and Employer's Liability, as required by law; and Umbrella Catastrophe Liability of \$5,000,000. **COOPERATIVE** to be named as additional insured on insurance certificate. The **CONTRACTOR** is responsible to see that any changes or updates in insurance coverage, that would affect coverage, are reported immediately to **COOPERATIVE**.
3. **CONTRACTOR** must furnish all equipment, personnel, and supervision to perform task of trimming and clearing of right-of-way in **AREA** during the year(s). Work before 7:00 a.m., after 5:00 p.m., or on Saturdays, Sundays, or legal holidays shall be approved by the **COOPERATIVE** before being performed.
4. **CONTRACTOR** is responsible for providing all necessary equipment and performing all maintenance and repairs on such equipment.
5. **CONTRACTOR** must obtain consent or permission for the necessary work from the property owners or public authorities having ownership or control over each tree to be trimmed or removed. Otherwise such required work is to be reported to **COOPERATIVE'S** Right-of-way Team.
6. **CONTRACTOR** must use care to obtain permission to enter upon property owner's land and to enter and leave gates, fences, etc., as found.
7. **CONTRACTOR** must investigate and attempt to settle all valid complaints for damages caused by his work from equipment, employees, or otherwise. These will be done with immediate attention, and all efforts shall be made to effect a prompt adjustment.

8. All brush, trees cut, etc., must be chipped or “wind rowed” along the edges of the right-of-way or in such other routine manner. It is estimated that 30% of the brush and wood will have to be handled and removed from the location cut.
9. **CONTRACTOR** agrees to perform all work to the complete satisfaction of **COOPERATIVE** and in accordance with all federal, state, municipal, county, and other local laws, ordinances, and regulations applicable to said work. All work shall be performed in accordance with such of the following as may be applicable:
 - a) All tree trimming shall be done so as to obtain maximum clearance with due regard to current and future tree health and symmetry, and in conformity with permissions obtained. **All dangerous overhanging limbs shall be removed.**
 - b) All tree limbs shall be flush cut with tree if at all possible.
 - c) All trees and brush removed in right-of-way cutting shall be cut to within three inches of the ground line.
 - d) Bush hogging is a separate work from this contract. Right-of-way is to be left “wind rowed” so bush hogging is not hindered.
10. **CONTRACTOR** agrees to see that he and his personnel are courteous, polite, and present a favorable image to the public.
11. **CONTRACTOR** does not represent **COOPERATIVE** and has no authority to obligate **COOPERATIVE** for any payment or benefit of any kind to any person.
12. **CONTRACTOR** is to follow industry accepted safety rules as to, but not limited to, equipment guards and protection to ensure safety to the general public and **CONTRACTOR’S** and **COOPERATIVE’S** personnel.
13. **CONTRACTOR** is to use diligence to not damage the **COOPERATIVE’S** electric facilities or other facilities in discharging their duties.
14. **CONTRACTOR** agrees to indemnify and hold harmless **COOPERATIVE** and its Directors, Officers, Agents, and Employees from all Claims of whatsoever nature or kind, including those brought by employees of **CONTRACTOR** or subcontractors, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this contract by **CONTRACTOR**, its’ employees, agents, and subcontractors. **CONTRACTOR** agrees to defend and pay all costs in defending these claims, including attorney fees. **CONTRACTOR** agrees to pay any and all penalties or fines charged against

- the **COOPERATIVE** deriving from and act or failure to act in connection of the work performance.
15. **CONTRACTOR** agrees to furnish weekly to **COOPERATIVE**, or its representative, daily time sheets showing the nature, amount, and location of work performed, together with the number of man-hours and equipment hours involved, and the number of trees trimmed and removed.
 16. A) **CONTRACTOR** agrees to submit to **COOPERATIVE** weekly invoices.
B) **COOPERATIVE** agrees to pay for the work completed within fifteen (15) days of being invoiced and upon approval of work being completed according to specifications.
 17. This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns. But **CONTRACTOR** shall not assign any of it's rights or duties under this agreement, or subcontract the whole or part of the work to be performed hereunder, without first having obtained the written consent of **COOPERATIVE** to such assignment or subcontract.
 18. This contract is for a period of time from JANUARY 01, 2021 thru DECEMBER 31, 2023.
 19. Should **CONTRACTOR** fail to carry out the work in a reasonably expected industry manner or to comply with any of the provisions of this agreement, **COOPERATIVE** may terminate this agreement upon thirty-(30) days written notice to **CONTRACTOR**.
 20. **GOVERNING LAW:** This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Kentucky.
 21. **CONTRACTOR** shall pay all penalties associated with violations cited by any governing authority (Public Service Commission, OSHA, etc.).
 22. **ASSIGNMENT:** This Agreement and the rights, duties, and obligations hereunder, shall not be assignable by Contractor without the prior written consent of Cooperative.
 23. **ENTIRE AGREEMENT:** This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.

This Agreement contains all the terms, conditions, and promises of the parties hereto. No modifications or waiver of this Agreement, or any provision thereof, shall be valid or binding, unless in writing and executed by both parties hereto. No waiver by either party or any breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other term or provision.

**CERTIFICATION FOR CONTRACTORS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his/her knowledge and belief, that;

1. No Federal Appropriated Funds have been paid or will be paid, by or on behalf of this undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal Appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its' instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and Cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CUMBERLAND TREE EXPERTS

2021 RIGHT-OF-WAY CLEARING/TRIMMING

Organization Name

Jeff T Perkins

NAME OF AUTHORIZED OFFICIAL

Jeff T Perkins

SIGNATURE

2-25-2021

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted it at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Non-procurement List (Tel. # 202-783-3238).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred ineligible for voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (Pages 4722 – 4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

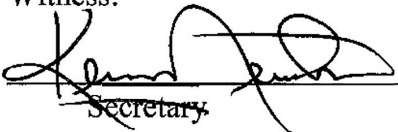
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CUMBERLAND TREE EXPERTS	RIGHT-OF-WAY TRIMMING/CLEARING
Organization's Name	Pr/Award # or Project Name
<hr/>	
<i>Jeff T Perkins</i>	
Name and Title of Authorized Representative	
<hr/>	
<i>Jeff T Perkins</i>	<i>2.25.2021</i>
Signature	Date

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized the day and year first above written.

SOUTH KENTUCKY R.E.C.C.

Witness:


Secretary

BY:


Chief Executive Officer

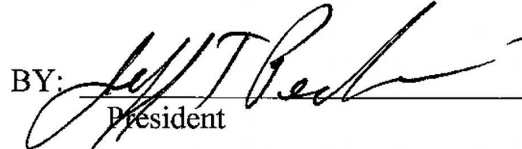
DATE: 2/25/21

CUMBERLAND TREE EXPERTS

Witness:


Secretary

BY:


President

DATE: 2-25-2021

BOARD RESOLUTION

WHEREAS, SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION HAS TAKEN HOURLY BIDS ON RIGHT-OF-WAY LINE CLEARANCE;

BE IT RESOLVED, THAT SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION ACCEPTS A THREE YEAR CONTRACT BEGINNING JANUARY 01, 2021 THROUGH DECEMBER 31, 2023 WITH CUMBERLAND TREE EXPERTS. AT THE FOLLOWING PRICES:

**YEAR 1 \$92.32 /HOUR (INCLUDES FOREMAN,
2 CLIMBERS AND RELATED EQUIPMENT)
YEAR 2 \$95.09 / HOUR (INCLUDES FOREMAN,
2 CLIMBERS AND RELATED EQUIPMENT)
YEAR 3 \$ 97.94 / HOUR.(INCLUDES FOREMAN,
2 CLIMBERS AND RELATED EQUIPMENT)**

I, GREG BEARD, SECRETARY OF SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT EXCERPT FROM THE MINUTES OF THE BOARD OF DIRECTORS MEETING OF THE COOPERATIVE, HELD ON THE 11th DAY OF FEBRUARY 2021 AT WHICH MEETING A QUORUM WAS PRESENT.


GREG BEARD, SECRETARY

21 23 / 21
DATE



South Kentucky RECC

RUS Designation KY54

January 1, 2022 through November 30, 2023
Right-of-Way, Lump Sum Per Circuit & Hourly
Contract With
A Cut Above Tree Service

Prepared By: Steve Conover, Distribution Consultant

Patterson & Dewar Engineers, Inc.
P.O. Box 2808, Norcross, GA 30091-2808

Phone: (770) 453-1410 Fax: (770) 453-1411

Right-of-Way Contract Documents

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RIGHT-OF-WAY CLEARING CONTRACT

Contractor's Proposal

To: South Kentucky RECC (Hereinafter called the "Owner")

Article I ~ General

- Section 1. Offer to Clear** ~ The undersigned (hereinafter called the "Contractor" hereby proposes to furnish all labor and materials, equipment, machinery, tools, transportation as required, to clear rights-of-way for the rural electric system bearing the RUS Designation **KY54** in strict accordance with the Specifications Requirements for the prices hereinafter stated.
- Section 2. Description of Project** ~ The Project will consist of lump sum circuit/substation clearing, along with hourly work if hourly work is requested by the Owner during the years of 2022 and 2023 as described herein.
- Section 3. Description of Contract** ~ The Descriptions, Exhibits, Plans, and Specifications attached hereto and made a part hereof, together with the Proposal and Acceptance constitutes the Contract.
- Section 4. Familiarity with Conditions** ~ The Contractor warrants that it has made careful examination of the site of the Project and of the Specifications and Drawings attached hereto, and has become informed as to the location and nature of the proposed work, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required for undertaking and completing the Project, and has become acquainted with the labor conditions, state and local laws and regulations which would affect the proposed work.
- Section 5. License** ~ The Contractor warrants that a Contractor's License is , is not X, required, and if required, it possesses Contractor's license number NA for the State of NA in which the Project is located and said license expires on NA, 20NA.
- Section 6. Contractor's Bond** ~ The contractor agrees to furnish a bond prior to the commencement of work in the penal sum of not less than the estimated cost of the circuit bid work awarded with a surety or sureties listed by the United States Treasury Department as acceptable sureties. This bond must be in a form acceptable to the owner and in the event that the surety or sureties of the performance bond delivered to the owner shall at any time become unsatisfactory in the opinion of the owner, the contractor agrees to deliver to the owner another or an additional bond.
- Section 7. Taxes** ~ The labor prices for Right-of-Way Clearing in this Proposal include any sums which are or may be payable by the Contractor on account of taxes imposed by any taxing authority on payments for materials furnished or services performed by the Contractor under the terms of this Contract.

Article II ~ Clearing

Section 1. Time and Manner of Work.

- a. The Contractor agrees to commence work on the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Owner after its acceptance of this Proposal, but in no event will the Commencement Date be later than January 15, 2022 unless otherwise specified by the Owner. The Contractor further agrees to prosecute diligently and to complete clearing in strict accordance with the Specifications and Drawings within the agreed upon calendar days (excluding Sundays and other times to be defined by the Owner) after Commencement Date.
- b. The time for Completion of Clearing shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however, that no such extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.
- c. The sequence of R/W Clearing shall be as set forth by the Owner, the names being the designations of areas (hereinafter also called the "Circuits") corresponding to the numbers / names shown on the maps provided to the Contractor, or if no Circuits are set forth by the Owner, the sequence of Clearing shall be as determined by the Owner.
- d. The Owner may from time to time during the progress of the work on the Project make such changes in, additions to or subtractions from the Specifications, Drawings and sequence of work provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the work to be done shall require an extension of time, a reasonable extension will be granted if the Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to the Contractor of completion of the Project shall be materially increased by any such change or addition, the Owner shall pay the Contractor for the reasonable cost thereof in accordance with a Contract Amendment signed by the Owner and the Contractor, but no claim for additional compensation for any such change or addition will be considered unless the Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

Section 2. Environmental Protection ~ The Contractor shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their

containers in or near streams, waterways or pastures. The Contractor shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

Section 3. Supervision and Inspection.

- a. The Contractor shall cause the work on the Project to receive constant supervision by a competent foreman (hereinafter called the "foreman") who should be present at all times during working hours where work is being carried on. The Contractor shall also employ in connection with the Project, capable, experienced and reliable foremen and such skilled and "certified" workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Foreman shall be binding upon the Contractor.
- b. The Owner reserves the right to require the removal from the Project of any employee of the Contractor if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Contractor to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Contractor of its obligations to complete the work within the time and in the manner specified in this Proposal.
- c. The manner of performance of the work, and all equipment used therein, shall be subject to the inspection and approval of the Owner. The Owner shall have the right to inspect all payrolls and other data and records of the Contractor relevant to the work. The Contractor will provide all reasonable facilities necessary for such inspection. The Contractor shall have an authorized agent accompany the inspector when final inspection is made and, if requested by the Owner, when any other inspection is made.
- d. In the event that the Owner shall determine that the work contains or may contain numerous defects, the Owner may choose to have an inspection made by an engineer approved by the Owner for the purpose of determining the exact nature, extent and location of such defects.
- e. The Engineer may recommend to the Owner that the Contractor suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or because of the failure of the Contractor to comply with any of the provisions of the Contract: Provided, however, that the Contractor shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Contractor to comply with any of the provisions of this Contract. In the event that work is suspended by the Contractor with the consent of the Owner, the Contractor before resuming work shall give the Owner at least twenty-four (24) hours' notice thereof in writing.

Section 4. Unsuitable Workmanship ~ The acceptance of any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such workmanship shall be found to be unsuitable. Workmanship found unsuitable before final acceptance of the work shall be remedied, by and at the expense of the Contractor. The Contractor shall not be entitled to any payment hereunder so long as any unsuitable workmanship in respect to the Project, of which the Contractor shall have had notice, shall not have been remedied.

Article III--Payment

Section 1. Payments to Contractor.

- a. Within the Owner defined period(s), the Owner shall make partial payment to the Contractor for work accomplished during the preceding invoice period as approved by the Owner solely for the purposes of payment: Provided, however, that such approval by the Owner shall not be deemed approval of the workmanship or materials. Upon completion by the Contractor of the required work on a circuit, the Contractor shall deliver to the Owner certification showing (1) that all persons who have furnished labor in connection with the Project and subcontractors who have furnished services for the Project have been paid in full and (2) that the Contractor shall hold the Owner harmless against any liens arising out of the Contractor's performance hereunder which may have been or may be filed against the Owner. Upon the Owner's approval of such certification, the Owner shall make payment to the Contractor of all amounts to which the Contractor shall be entitled and which shall not have been paid.
- b. The Contractor shall be paid on the basis of the circuit percentage actually completed at the direction of the Owner shown by the Circuit Inventory: Provided, however, that the total cost shall not exceed the total contract price for the Circuit as set forth in the Acceptance, unless such excess shall have been approved in writing by the Owner.
- c. No payment shall be due while the Contractor is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Contractor the amount of any claim by a third party against either the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work hereunder in accordance with the provisions of the Contract.
- d. If no Circuits are designated in Article II, Section 1 (c) the term "Circuit" shall mean for purposes of this subsection (a) and Article IV, Section 3 (b) only, a part of the Project as designated by the Owner which represents at least twenty-five percent (25%) of the total contract price as stated in the Acceptance.
- e. Interest at the rate of zero percent (0%) per annum shall be paid by the Owner to the Contractor on all unpaid balances due on invoices, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Contractor. The due date for purposes of such invoice payment shall be the tenth day provided (1) the Contractor

on or before the fifth day of such invoicing cycle shall have submitted its certification of right-of-way clearing units completed during the preceding invoice and (2) the Owner on or before the 10 day of such invoicing cycle shall have approved such certification. If for reasons not due to the Contractor's fault, such approval shall not have been given on or before the tenth day of such invoice cycle, the due date for purposes of this subsection (e) shall be the tenth day of such invoice cycle notwithstanding the absence of the approval of the certification. The above procedures may be modified upon approval of both parties.

- f. Interest at the rate of zero percent (0%) per annum shall be paid by the Owner to the Contractor on the final payment for the Project or any completed Circuit thereof, commencing ten days after the due date. The due date for purposes of such final payment shall be the date of approval by the Owner of the Final Inventory and receipt of the Certificate of Contractor and Indemnity Agreement as conditions precedent to the making of final payment. The above procedures may be modified by the Owner.

Section 2. Payments to Subcontractors ~ The Contractor shall pay each subcontractor, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Contractor for and on account of services performed by each subcontractor.

Article IV--Particular Undertakings of the Contractor

Section 1. Protection to Persons and Property ~ The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, state, and municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, state, or municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- a. The Contractor shall so conduct work on the Project as to cause the least possible obstruction of public highways.
- b. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.
- c. The Contractor shall do all things necessary or expedient to properly protect any and all parallel, converging, and intersecting lines, joint line poles, highways, and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, or other property are damaged in the course of work on the Project the Contractor shall at its own expense restore any or all of such

damaged property immediately to as good a state as before such damage occurred.

- d. Where the right-of-way of the Project traverses cultivated lands, the Contractor shall limit the movement of his crews and equipment so as to cause as little damage as possible to crops, orchards, or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during work on the project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. The Contractor shall not be responsible for loss of or damage to crops, orchards, or property (other than livestock) on the right-of-way necessarily incident to work on the Project and not caused by negligence or inefficient operation of the Contractor. The Contractor shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by work on the Project. The right-of-way for purposes of this said section shall consist of an area extending as described in Exhibit B of this contract along the route of the Project lines, plus such area reasonably required by the Contractor for access to the route of the Project lines from public roads to carry on the work.
- e. The Project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided, shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the work on the Project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of an act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence.
 - (i) To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Contractor's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Contractor's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Contractor, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Contractor liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.
 - (ii) To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Contractor, its subcontractors and suppliers of any tier, and from all

losses, demands, and causes of action arising out of any such lien or claim. Contractor shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Contractor does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Contractor.

(iii) Contractor shall provide to Owner's satisfaction evidence of Contractor's ability to comply with the indemnification provisions of subparagraphs (i) and (ii) above.

f. Any and all excess earth, rock, debris, underbrush, and other useless material shall be removed by the Contractor from the site of the Project as rapidly as practicable as the work progresses. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures.

g. Upon violation by the Contractor of any provisions of this section, after written notice of such violation given to the Contractor by the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor so to do the Owner may correct such violation at the Contractor's expense.

h. The Contractor shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.

(i) The Contractor shall not proceed with the cutting of "yard" trees without written notification from the Owner that proper authorization has been received from the owner of the property and the Contractor shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on his land in connection with the Project.

Section 2. Insurance ~ The Contractor shall take out and maintain throughout the period of this Agreement the following minimum amounts of insurance unless greater minimum amounts and/or other stipulations are required by Exhibit B of this contract. If additional insurance requirements are shown in Exhibit B beyond those shown below, the additional insurance requirements shall be necessary and shall be at the sole expense of the Contractor:

TYPE

LEVEL

1. Workers Compensation

Statutory

2. Employers Liability

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee

3. Public Liability	Bodily Injury or Death	\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
	Accidents	\$1,000,000 aggregate
4. Automobile Liability	Bodily Injury or Death	\$1,000,000 per person
		\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
5. Umbrella Liability	Each Occurrence and Aggregate	\$4,000,000

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in this Section or Exhibit B. 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.

The Owner shall be named as "Additional Insured" and certificate holder on all policies of insurance required unless specified otherwise by the owner.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

Section 3. Delivery of Possession and Control to the Owner.

- a.** *Upon written request of the Owner, the Contractor shall deliver to the Owner full possession and control of any portion of the Project provided the Contractor shall have been paid at least ninety percent (90%) of the cost of the work of such portion. Upon such delivery of possession and control to the Owner, the risks and obligations of the Contractor as set forth in Section 1(e) of this Article IV with respect to such portion so delivered to the Owner, shall be terminated:*

Provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to unsuitable workmanship as specified in Article II, Section 4.

- B** *Where the R/W Clearing of a Section as hereinbefore defined in Article II, Section 1 (c) and Article III, Section 1 (d) shall have been completed by the Contractor, the Owner agrees, after receipt of a written request from the Contractor, to accept delivery of possession and control of such Section upon having inspected the Section and having found the work acceptable. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1 (e) hereof with respect to such Section so delivered to the Owner shall be terminated. Provided, however, that nothing herein contained shall relieve the Contractor of any liability with*

respect to unsuitable workmanship as specified in Article II, Section 4 hereof.

Section 4. Assignment of Guarantees ~ All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner prior to the time the Contractor receives final payment for any Section.

Article V--Remedies

Section 1. Completion on Contractor's Default ~ If default shall be made by the Contractor or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor a written notice requiring the Contractor to cause such default to be corrected forthwith.

Unless within twenty (20) days after the service of such notice upon the Contractor and the Surety, if any, such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made, the Owner may take over the work on the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any cost or expense in excess of the contract price occasioned thereby.

The Owner in such contingency may exercise any rights, claims, or demands which the Contractor may have against third persons in connection with this Proposal and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

Section 2. Liquidated Damages ~ The time of the Completion of Clearing is of the essence of the contract. Should the Contractor neglect, refuse or fail to complete the clearing within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such monies which may be then due, or which may become due and payable to the Contractor the sum of NA dollars/per day for each and every day that such work is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty.

Section 3. Cumulative Remedies ~ Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provision of Section 2 of this Article shall be the exclusive measure of damages for failure by the Contractor to complete the clearing within the time herein agreed upon.

Article VI--Miscellaneous

Section 1. Definitions.

- a. The term "Engineer" shall mean the engineer employed by the Owner to provide engineering services for the Project and said Engineer's duly authorized assistants and representatives. The term "Engineer" will mean "Owner" if the Owner chooses to perform the work in-house and not employ an Engineer.
- b. The term "Completion of Clearing" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof.
- c. The term "Completion" shall mean full performance by the contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof relating to any Section of the Project or to the Project.

Section 2. Patent Infringement ~ The Contractor shall save harmless and indemnify the owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

Section 3. Permits for Explosives ~ All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Contractor.

Section 4. Compliance with Statutes and Regulations ~ The Contractor will comply with all applicable statutes, ordinances, rules, and regulations pertaining to the work. The Contractor acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the so-called "Kick-Back" Statute (48 Stat. 948), and regulations issued pursuant thereto, and 18 U.S.C. Secs. 286, 287, 1001, as amended. The Contractor understands that the obligations of the parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the premises.

Section 5. Equal Opportunity Provisions.

- a. **Contractor's Representations** ~ The Contractor represents that:
It has X does not have ___ 100 or more employees, and if it has, that it has X has not ___ furnished the Equal Employment Opportunity --- Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontractor for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100. The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify, the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

- b. *Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees as follows:*
- (i) *The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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, 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 setting forth the provisions of this Equal Opportunity Clause.*
 - (ii) *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, sex, or national origin.*
 - (iii) *The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
 - (iv) *The 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.*
 - (v) *The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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.*
 - (vi) *In the event of the Contractor's noncompliance with the Equal Opportunity Clause 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 the Contractor may be declared ineligible for further 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 the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.*
 - (vii) *The Contractor will include this Equal Opportunity Clause 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 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (c) Certificate of Non-Segregated Facilities. The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

Section 6. Franchises and Rights-Of-Way ~ The Contractor will be under no obligation to obtain or assist in obtaining any franchises, authorizations, permits, or approvals required to be obtained by the Owner from Federal, state, county, municipal or other authority; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the construction and operation of the Project.

Section 7. Non-Assignment of Contract ~ The Contractor shall not assign the Contract effected by an acceptance of this Proposal or any part thereof or enter into any contract with any person, firm or corporation for the performance of the Contractor's obligations thereunder, or any part thereof, without the approval in writing of the Owner.

Section 8. Extension to Successors and Assigns ~ Each and all of the covenants and agreements contained in the Contract effected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto.

Section 9. Independent Contractor ~ The Bidder shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

Section 10. Acceptance by the Owner ~ The acceptance of a Proposal shall become effective the date of acceptance by the owner.

Description of Units

Right-of-Way Clearing Units:

This is a lump sum, "Clear by Circuit" contract and includes hourly rates as described within this proposal and attached exhibits/attachments.

Specifications

In preparing the right-of-way, trees shall be removed, underbrush cleared, and trees trimmed so that the right-of-way shall be clear from the ground up or as specified. Trees fronting each side of the right-of-way shall be trimmed symmetrically unless otherwise directed by the Owner. Dead trees beyond the right-of-way which would strike the line in falling shall be removed. Leaning trees beyond the right-of-way which would strike the line in falling and which would require topping if not removed may be removed or topped at the direction of the Owner.

The right-of-way shall be cleared in accordance with the instructions in the preceding paragraph and **in addition as specified by the exhibits/attachments to this contract.**

Contractor agrees to abide by and follow specifications per all attachments/exhibits to this contract.

The exhibits/attachments included in this contract along with this contract represent the agreement in its entirety between the parties. No other outside agreements whether spoken or written are a part of this contract.

Distribution Right-of-Way Clearing Prices (Circuit Bid)

The following circuit bid price shall be a firm, lump sum price regardless of the actual mileage encountered by the contractor while doing work on the circuits. The contractor affirms that the company has examined the required work in

the field and accepts the lump sum prices regardless of the actual mileage encountered while performing the work.

Substation	Circuit Bid	Circuit Name	Year for Work
North Albany	\$60,500.00	Town	2022
Nelson Valley	\$89,400.00	Eagle's Nest	2023
Nelson Valley	\$88,200.00	Rainbow Terrace	2023

Distribution Right-of-Way Clearing Prices (Hourly)

Item #1: Three Man Bucket and Chipper Crew (Foreman, Trimmer and Groundman) with necessary tools, saws and equipment.

The Price per hour for Item #1 = [REDACTED]/hour

Item #2: The Owner may request other combinations of manpower and equipment for hourly work rather than what is listed in Item #1. Shown below shall be the hourly prices that shall apply:

LABOR AND EQUIPMENT HOURLY RATES

<u>Item</u>	<u>Rate</u>
Bucket Truck	[REDACTED]
Chipper	[REDACTED]
Foreman	[REDACTED]
Trimmer	[REDACTED]
Groundman	[REDACTED]

Additional Stipulations concerning Hourly Work and Prices:

Overtime shall be at a rate of 1.5 times the regular hourly rate. Overtime shall be paid for work that the Owner requests, which exceeds 40 hours in a week or is outside the normal working hours. Any work performed on Owner approved holidays or Sundays shall be at a rate of 1.5 times the regular hourly rate.

In all circumstances, overtime is only applied to labor and not to equipment.

The contractor will be reimbursed for any reasonable meal and lodging expenses while working storms, but only those expenses which the Owner approves.

If the Owner requests the Contractor to bring in extra temporary (off system) workers and equipment for emergency situations such as storm restoration, the Owner and Contractor shall negotiate rates and any special terms/conditions for those extra workers and equipment at the time the request is made unless other arrangements are agreed to in advance by the parties of this contract. All other terms/conditions applying to any temporary workers or equipment not changed by mutual agreement of the parties in writing shall be as stated in this contract and the attachments/exhibits hereto which are made a part of this contract.

The Contractor will provide a General Foreman or a Lead Contact Person on all lump sum bids that will be the single point of contact for the Owner's ROW Coordinator until the project is completed. There will be no charge to the Owner for this service. Normal hourly crews will not require a general foreman on most occasions since daily crew placement will be handled by the Owner's ROW Coordinator. If the ROW Coordinator requests additional help from a General Foreman, he/she will charge billable hours at the rate shown in the table above to the same account as the normal crews subject to the ROW Coordinator signing off on the time sheets. The overtime rate and conditions for when overtime is paid (emergency/storm work, etc.) for the General Foreman shall be as described above for other contract workers. Any billable hourly work for a General Foreman must be pre-approved and requested by the Owner.

The Contractor shall provide a qualified Safety Person to check on the crews at no charge to the Owner. The schedule for checking crews will be determined by the Contractor.

It is understood by both parties that the hourly rates included in this contract are complete charges and there is not an extra charge per man (Per Diem) of any kind.

The General Foreman shall have a pickup truck and cell phone. There shall be no charge to the Owner for this.

Each Crew Foreman shall have a cell phone. There shall be no charge to the Owner for this.

All crews shall be equipped with all necessary saws, climbing gear, safety equipment and other necessary tools and equipment for right-of-way clearing work. There shall be no charge to the Owner for this. The only manpower and equipment charged for shall be as shown in the table above.

The number of and type of personnel and equipment making up each crew shall be determined by the Owner. The Contractor agrees to furnish manpower and equipment to the best of his ability to meet the needs of the owner. The Contractor understands and accepts the fact that the Owner reserves the right to terminate the contract for any reason at any time and that there is no guarantee of any specific types or amounts of work.

ATTEST:

A Cut Above Tree Service
Bidder

Secretary

President

Dated: _____

Address

This Proposal must be signed with the full name of the Contractor. If the Contractor is a partnership, the Proposal must be signed in the partnership name by a partner. If the Contractor is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

ACCEPTANCE

The Owner hereby accepts the foregoing Proposal of the Bidder, **A Cut Above Tree Service**, for the right-of-way clearing of the following:

- Type "A" Circuit/Substation Bid Work as defined by this contract and the attachments hereto.
- Hourly work as defined by this contract and the attachments hereto if requested and commissioned by the Owner.

South Kentucky RECC
Owner

By: _____
Manager / CEO

Secretary

Date

EXHIBIT A

**Bid Instructions and Other Requirements (Right of Way Contract Bidding)
for South KY RECC**



EXHIBIT A: Bid Instructions and Other Requirements for Right of Way “Circuit Bidding” for South Kentucky Rural Electric Cooperative Corporation (SKRECC) (for 2022 and 2023 work)

July, 2021

General Information:

Owner: South Kentucky Rural Electric Cooperative Corporation
200 Electric Avenue
Somerset, KY 42501
Telephone: 606-678-4121

Consultant: Steve Conover, Distribution Consultant
Patterson & Dewar Engineers, Inc.
75 Holt Rd.
Jamestown, KY 42629
Telephone (606) 872-3501
sconover@pdengineers.com

This bid process is for “circuit bid” (lump sum) type work as defined below. Hourly prices will also be requested for occasional miscellaneous work which may arise that is outside the scope of the circuit bid tasks. Please see Exhibit B for more information on when hourly prices can become applicable. Bids will be evaluated based on adding the lump sum bid for each circuit to the expected hourly cost for each circuit. The number of expected hours for each circuit will be estimated by SKRECC and applied to bids after they are received. Therefore, it is important to provide competitive bids for both lump sum and hourly work. The following circuits are being bid per the above criteria (lump sum bid + expected hourly costs) for work in the years of 2022 and 2023:

Substation	Circuit Name	Miles	Work Year
Cabin Hollow	Rush Branch	61.2	2022
Cabin Hollow	Cedar Grove	40.3	2022
Wiborg	Greenwood	119.2	2022
Wiborg	Beulah Heights	67.7	2022
Zula	Susie	45.2	2022
North Albany	Town	12.1	2022

North Albany	Burkesville	20.5	2022
North Albany	Clinton County	4.6	2022
South Albany	Adam's Dock	50.2	2022
South Albany	Downtown	3.1	2022
Mt. Victory	To Mt. Victory	75.0	2023
Nelson Valley	Stilesville	50.3	2023
Nelson Valley	Eagles Nest	14.9	2023
Nelson Valley	Rainbow Terrace	14.7	2023
Slat	Parnell	103.2	2023
Russell Springs	Hails Highway	59.8	2023
Windsor	Caintown	120.9	2023
Upchurch	Grider Hill	86.3	2023
Sewellton	Highway 55	108.5	2023

Substation Location Information:

Cabin Hollow	50 Commerce Lane, Somerset, KY 42501
Wiborg	162 Beulah Heights Road, Whitley City, KY 42653
Zula	191 HWY 1009 N, Monticello, KY 42653
North Albany	1028 Third Street, Albany, KY 42602
South Albany	235 West Harper Lane, Albany, KY 42602
Mt. Victory	2444 Old Whitney Road, Somerset, KY 42501
Nelson Valley	134 Stilesville Road, Somerset, KY 42501
Slat	101 Whispering Pines, Monticello, KY 42633
Russell Springs	64 Old Sano Road, Russell Springs, Ky 42642
Windsor	1905 Highway 80, Windsor, KY 42565
Upchurch	594 Wray Ridge Road, Albany, KY 42602
Sewellton	44 Highway 55, Jamestown, KY 42629

The mileages shown above are only approximate and represent an estimate of primary line mileage. However, some trimming of secondary and service lines will be required as part of the work, and no extra monies are paid for that. Please see Exhibit B for more information. It will be the responsibility of the contractor to look at each circuit before submitting a bid, and circuit bids will be firm and binding regardless of the actual mileage encountered. No changes will be made on the Circuit Bid prices.

Pre-Bid Submissions:

- In order to be considered for inclusion on the Right of Way Bid List for this contract bidding you must execute and submit the following documents included in the Pre-Bid Package. These documents must be received per the instructions stated herein **on or before 3:00 PM (Eastern Time) July 23, 2021.**

- Exhibit C ~ Contractor's Acceptance of Requirements and Intent to Bid
 - Exhibit D ~ Certificate of Non-Segregated Facilities (Equal Opportunity Employment Certification)
 - Exhibit E ~ Debarment Certification
 - Exhibit F ~ Certification for Contracts, Grants, Loans, and Cooperative Agreements
 - Exhibit G ~ SKRECC Pre-Bid Questionnaire
- The Following documents are provided to the contractor as an aid in filling out the Pre-Bid materials and include terms and conditions that the contractor must agree to by executing Exhibit C. These documents do not need to be returned but they may be included as attachments/terms to the final contract:
 - Exhibit A ~ Bid Instructions and Other Requirements (This Document)
 - Exhibit B ~ SKRECC Additional Right-of-Way and Contract Specifications
 - Exhibit I ~ Example Contract (Modified RUS 201)
 - Note: Exhibit H is not included in the pre bid package and not needed by the contractor for a pre bid submission. This is an exhibit used later in the process for a bid Invitation and additional bidding instructions if necessary.
 - Pre Bid materials shall be submitted to the "Consulting Engineer" (Patterson & Dewar Engineers, Inc.), via email to sconover@pdengineers.com (Steve Conover). Please make high quality electronic scans of all PDF documents and save the spreadsheet (Exhibit G) in its original format. Emailing these documents is all that is required for a pre bid submission.
 - All questions and requests should be addressed to the Consulting Firm of Patterson & Dewar Engineers, Inc. via e-mail to sconover@pdengineers.com (Steve Conover).

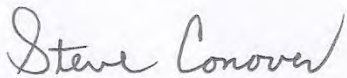
If You Are Chosen as a Bidder:

- If you are chosen for inclusion on the Bidder List, you will later be invited to submit bids for Right-of-Way work for SKRECC. The following is provided to the contractor to aid in understanding the general scope of the upcoming work; however, SKRECC reserves the right to change any of the following items at its sole discretion.
- It is anticipated that **sometime on July 26th, 2021** that contractors will be informed as to whether or not they have been accepted as a bidder. After being accepted, bidders can go by the South KY RECC office in Somerset, KY and pick up maps of the circuits to bid. Please contact Don Bethel at 606-872-3087 and make arrangements for picking up the maps.
- SKRECC will hold a **Zoom meeting** with all selected bidders before bids are due. Contractor attendance will be mandatory. SKRECC will give as much notice as reasonably possible if the

date changes, but the date for the meeting is currently scheduled for **July 30th, 2021, beginning at 10:00 AM (Eastern Time)**. Unless SKRECC informs the contractor otherwise, this will be the time and date for the meeting. An invitation for the Zoom meeting will be sent out sometime after a contractor is accepted to bid.

- Bids must be submitted to Steve Conover of Patterson & Dewar engineers via a spreadsheet that must be sent to sconover@pdengineers.com . The spreadsheet will be provided to the contractors at a later date. **The bids are due by August 31st, 2021 before 3:00 PM Eastern time.**
- Along with the bid spreadsheet, bidders are required to submit a MS Word document that gives a thorough description of the manpower and equipment that they plan to use for each of the circuits if they are awarded the work. If the manpower and equipment is to be exactly the same for all circuits, this should be stated. If the manpower and equipment will vary from circuit to circuit, please list it for each individual circuit in the MS Word document. Note: This information is being requested by SKRECC for planning purposes. Please be thorough and complete in your response to this request.
- The Bid Spreadsheet and the above mentioned MS Word Document are all that is required to submit a bid, unless additional information is requested at a later date.
- **SKRECC reserves the Right to reject any or All Bids at its sole discretion.**
- All questions and requests should be addressed to the Consulting Firm of Patterson & Dewar Engineers, Inc. via e-mail (To sconover@pdengineers.com Steve Conover).
- The required contract work **must be completed by November 30th of the year the work is scheduled to be done.** The contractor may begin work once the contract is signed and SKRECC gives them permission to start.
- Once a contract is signed, the contractor shall begin work very soon and work on a schedule, acceptable to SKRECC. The contractor shall keep the required crews present and working on the SKRECC system until the work is completed. The contractor shall not remove crews for work at other utilities unless permission is granted by SKRECC to do so.
- Bid prices shall be such that they uniformly can be used for all work encompassing both energized and de-energized conditions.
- The manpower schedule that the contractor will be required to meet after contracts are signed is as follows:
 - Circuit Bid Crews: The number of crews needed will be determined by the number of crews required to complete the assigned work within the allotted time **(before November 30th of the year for which the work is scheduled).**
 - All crews must have the necessary equipment and manpower for the type of work being done. SKRECC shall have the right to determine the adequacy of equipment provided by the contractor, and the contractor must make necessary adjustment to manpower and equipment at the discretion of SKRECC.
 - SKRECC reserves the right to award bid work to multiple contracting companies.
 - Any contractor who is awarded circuit bid work will be required to provide manpower and equipment consistent with getting the work done on time and as directed by SKRECC.
 - Please see Exhibit B for additional information.

- Circuit bid contracts will be per RUS Form 201 with amendments applicable to SKRECC requirements and will include attachments thereto containing special terms and conditions applicable to SKRECC.
- Other RUS Documents could be required in the Contract.
- The successful bidders must be prepared to coordinate with SKRECC to complete required contracting documents and **start working early in the years for which the work is scheduled.**
- An orientation conference meeting will be held with the successful bidder/s at a time to be specified by SKRECC. The purpose of this meeting will be to review the schedules, establish procedures for handling staking sheets and other documents, and review required procedures, which includes the processing of payments to the contractor.
- During the entire process each proposal will be evaluated with Safety, Reliability, Economic Value and ability of the contractors to successfully accomplish the work within the allotted time frames.



Steve Conover
Senior Distribution Consultant
Patterson & Dewar Engineers, Inc.

EXHIBIT B

South Kentucky RECC's Contractor Right-of-Way Specifications and
Additional Contract Specifications

Exhibit B ~ South Kentucky RECC (SKRECC) Right-of-Way Specifications and Additional Contract Requirements

1. The information within this document pertains to four types of right-of-way work applicable to SKRECC; however, this contract only includes Type A work with some Type C work possible when requested by SKRECC. Types B and D work will not be included in this contract.

- 1.1 Circuit Bid Clearing and Stump Treating (Type A work)
- 1.2 Circuit Bid Herbicide Spraying (Type B work)
- 1.3 Hourly Clearing and Stump Treating (Type C work)
- 1.4 Hourly Herbicide Spraying (Type D work)

2. The actual contract which will be executed with the successful bidder/s will be determined by SKRECC based upon the work awarded. The contracts used may be a modified RUS 201 or other SKRECC standard contracts. All contracts used may also have attachments/exhibits from the bid process documents which will become part of the contracts.

3. The number of crews and crew makeup initially required by SKRECC for Type C and D listed above will be determined by SKRECC at a later date. Please see Exhibit A for a rough estimate of the amount of each type of work that SKRECC anticipates. SKRECC reserves the right to split the contract work and award parts to multiple bidders based solely upon SKRECC's evaluation of the bids received.

4. All specifications and requirements herein are applicable to all four types of work listed above unless otherwise noted. References to any type of mechanical cutting or clearing activities are not applicable to Type B and Type D crews since these crews will be used only for herbicide applications.

5. Type A and Type C crews consists of ground clearing and side trimming of woody species to the specification stated herein. The Type A and Type C crews are also required to effectively stump treat everything cut with herbicide, except for cuts made by bushhogging. Type A crews

must furnish the stump treatment spray consisting of a herbicide mixture listed in paragraph 7.3 as a part of the circuit bid. Type C hourly crews will be responsible for the care and use of the stump spray herbicides listed in paragraph 7.3 as well but will be reimbursed for the herbicides at the time of use. All stump treatment herbicides amounts paid must be pre-approved by SKRECC. Note: The term “herbicides” as used in this document includes any surfactants (whether specifically stated or not) that may be required and appropriate for a given application at the discretion of SKRECC.

6. On all Type A and Type B work, the contractor must complete the circuit and/or section being worked on before moving on to another circuit and/or section, unless permission is granted by SKRECC to proceed otherwise. The contractor shall only proceed to new circuits and/or sections after permission is granted by SKRECC.

7. All herbicide applications must follow label directions and be in accord with all state or federal regulations governing licensed applicators. Please note the following concerning herbicide requirements for type B and type D crews bidding on SKRECC contracts:

7.1 The contractor must furnish the herbicides used on all circuit bid herbicide spraying work as a part of the contractor’s circuit bid price. SKRECC does not pay the contractor any extra above the circuit bid price for herbicides used on circuit bid herbicide spraying work.

7.2 SKRECC shall reimburse the contractor for the cost of herbicides applied by hourly herbicide spraying crews. All amounts paid by SKRECC for herbicides must be pre-approved by SKRECC for hourly crews.

7.3 The herbicide mix to be used shall be as follows. The contractor may suggest different herbicides, but the final decision shall be at the discretion of SKRECC. In all cases the kill rates and guarantees mentioned below are applicable. Surfactants used must be consistent with the chosen mix to provide the required results and pre-approved by SKRECC

Stump treatment mixture: Garlon 4 Ultra, 20% Milestone, 1%, Stalker, 1%, Basal oil.

Foliar spray tank mix: Vastlan (Dow AgroSciences) (EPA # 52719-687), applied in accordance with all state and federal regulations, and in a manner to achieve the required kill rate as stated below.

The contractor may suggest other mixes, but any change requires the approval of SKRECC.

For all herbicide applications work, all unwanted woody species within the right-of-way area described in the specifications herein are to be treated with the herbicide and/or herbicide mixtures, and the contractor shall guarantee ninety percent (90%) coverage, control, and effective “kill” rate of the unwanted species. This active effective coverage, control, and “kill” rate shall be determined the following growing season by SKRECC appointee(s). If the contractor does not achieve this quantity and quality of coverage, control, and effective “kill” rate, then it shall reapply the herbicide and/or herbicide mixtures at no additional cost to SKRECC. This procedure will be repeated until the required percent coverage, control, and “kill” rate is achieved as determined by SKRECC’s appointee(s).

8. Circuit bid prices shall be firm prices and will not be adjusted for any reason, including more or less mileage encountered by the contractor. Estimated mileages furnished by SKRECC are only rough estimates and it is the responsibility of the contractor to take this into account when bidding on circuits. The approximate mileage given for the substations to be cleared are for primary line miles and do not include secondary or service wire mileage. However, all secondary and service wires are to be cleared and included as a part of the contractor’s circuit bid price. Bare secondary lines of less than 600 volts shall have a minimum trim clearance of ten (10’) ft. Tree limbs around insulated secondary and service wires shall also be trimmed to provide a minimum clearance of

three foot (3') radius to prevent abrasions to the conductor insulation. Any dead trees within falling distances of a bare secondary or service conductor should be brought to the attention of SKRECC's Field Supervisor so it can be removed at his/her discretion.

9. Hourly bid prices shall be firm and not adjusted for any reason during the contract period.

10. Performance bond requirements shall be as defined in the modified RUS 201 contract document.

11. All forms of mechanical equipment (including aerial trimming equipment) will be allowed if the contractor complies with all requirements of the contract and meets all applicable safety and occupational requirements, including those of OSHA. However, SKRECC shall have the right to disallow certain equipment (including aerial trimming equipment) in residential area and other areas as the cooperative deems necessary. Areas of the system and equipment allowed within them will be on a case by case basis at the discretion of SKRECC.

12. SKRECC requires contractors to perform random drug testing of all employees – not just CDL drivers.

13. The Contractor will provide a General Foreman or a Lead Contact Person on all lump sum bids that will be the single point of contact for SKRECC's ROW Coordinator until the project is completed. There will be no charge to SKRECC for this service. Normal hourly crews will not require a general foreman on most occasions since daily crew placement will be handled by the SKRECC ROW Coordinator. If the ROW Coordinator requests additional help from a General Foreman, he/she will charge billable hours at the hourly rate agreed to in the final contract to the same account as the normal crews, subject to the ROW Coordinator signing off on the time sheets. The overtime rate agreed to in the contract and conditions for when overtime is paid (emergency/storm work, etc.) for the General Foreman shall be as described in the final contract for other contract workers. Any billable hourly work for a General

Foreman must be pre-approved and requested by SKRECC.

14. SKRECC has a strong interest in the safety of employees and the general public. This same interest is expected to be maintained by anyone that works as a contractor for this utility. SKRECC will require that ALL contractors follow rules that meet or exceed all of those set forth by the most current NESC (National Electric Safety Code), and all other applicable state and federal laws.

15. SKRECC reserves the right to stop the contractor's work immediately if SKRECC becomes aware that the contractor is in violation of any of the above mentioned safety requirements, and SKRECC reserves the right to terminate the contract due to safety concerns or other any other concerns at its sole discretion. SKRECC further reserves the right to inspect contractor work sites at its discretion.

16. The contractor is required to furnish SKRECC with all documentation pertaining to safety training and certification on a quarterly basis. This information will be mailed or delivered to SKRECC's designated employee by the first day of the month in each quarter. Contractor will also provide training records and qualifications of their employees prior to employees commencing work on SKRECC's system. SKRECC reserves the right to deny access and permission to work on SKRECC's system to any contractor employee due to insufficient training and or qualifications for work assignment. SKRECC reserves the right to deny access to and permission to work on SKRECC's system to any person that SKRECC deems to have an unsafe work history or substandard work procedures.

17. SKRECC will make a quarterly assessment of completed work. SKRECC reserves the right to require adjustments to manpower and equipment to crews at its sole discretion in order to meet the completion deadlines or to achieve other goals of SKRECC. Manpower and equipment adjustments are at the sole discretion of SKRECC.

18. SKRECC reserves the right at any time to determine that a contractor previously qualified is no longer qualified to perform the work or any part

of the work.

19. Contractor agrees to use Contractor's best efforts to perform the required tasks on SKRECC's right-of-ways located within the area served by SKRECC. Contractor must furnish all necessary equipment, qualified personnel, labor, and qualified supervision sufficient to properly and timely perform the required right-of-way tasks in those portions of the Area designated from time to time by SKRECC. Contractor is responsible for performing all maintenance and repairs on such equipment necessary to keep it in safe operating condition. Contractor shall provide any documentation requested by SKRECC including but not limited to employee training records and Contractor safety rules.

20. Contractor hereby acknowledges that it is an independent contractor for SKRECC and meets all necessary legal requirements to perform the tasks for which the Contractor places bids for at SKRECC. Contractor shall be free to determine and control its time, energy and skill to perform the work in accordance with the Agreement during Contractor's regular business hours, except that work shall not occur before 7:00 a.m., or after 6:00 p.m., or on Sundays, or legal holidays unless approved in advance by SKRECC.

21. Contractor acknowledges that SKRECC, in reliance upon the Agreement, is not withholding any taxes from sums paid to Contractor as compensation for services rendered under the Agreement. Additionally, Contractor acknowledges that SKRECC is not carrying workers compensation coverage or unemployment insurance coverage on Contractor or Contractor's employees due to the independent Contractor nature of the relationship. In the event Contractor should be adjudged not to be an independent Contractor, Contractor will indemnify SKRECC for any additional expenses resulting from such ruling.

22. Contractor agrees to perform all work to the complete satisfaction of SKRECC, in a workmanlike manner and of quality consistent with industry standard practices, and in accordance with all federal, state, municipal, county, and other local laws, ordinances, and regulations applicable to said work.

23. Contractor must investigate and use its good faith efforts to attempt to settle all valid complaints for damages caused by its work from equipment, employees, or otherwise. These complaints will be given immediate attention, and all efforts shall be made to effect a prompt settlement of valid complaints by the Contractor.

24. Contractor is to use diligence to not damage SKRECC's electric facilities or other facilities in discharging their duties. If there are damages caused by the contractor, to consumer or SKRECC facilities, the contractor may be invoiced for the damages or the outage.

25. Contractor agrees to see that all personnel are courteous, polite, and present a favorable image to the public. All representations made to the public will be truthful and honest to the best of Contractor's ability.

26. Contractor acknowledges that he/she does not represent SKRECC and has no authority to obligate SKRECC for any payment or benefit of any kind to any person.

27. Contractor agrees to defend, pay on behalf of, and hold harmless SKRECC and its directors, officer, agents, members and employees, from all claims, demands, causes of action, damages, costs, or liabilities, in law or in equity, of every kind and nature whatsoever, including but not limited to those brought by employees of Contractor or its subcontractors, and those brought as a result of any interruption, discontinuance, or interference with SKRECC's service to any of its customers, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this proposal by Contractor its directors, officers, agents, employees, and subcontractors. Contractor agrees to defend and pay all costs in defending these claims, demands, causes of action, damages, costs, or liabilities, including attorney's fees, and Contractor shall also reimburse SKRECC for any and all legal and other expenses incurred by SKRECC in connection therewith. Furthermore, Contractor agrees to maintain public liability and property damage insurance (including automobile public liability and property damage insurance) to cover the obligations

set forth above.

28. The Contractor's insurance policy must state that Contractor has contractual liability coverage and that SKRECC has been added as an additional insured and included as a certificate holder. Contractor and any subcontractor shall carry workers' compensation insurance as required by law. SKRECC shall receive a minimum thirty (30) day notice in the event of cancellation of insurance required by the agreement. Contractor shall furnish a certificate of insurance to SKRECC showing that the above obligations and requirements are provided for by a qualified insurance carrier, and showing SKRECC as an additional insured on such insurance annually prior to January 1 of the insured calendar year. It shall be the contractor's responsibility to provide SKRECC with a new proof prior to the expiration of the current proof.

29. The Agreement is for a period of time as defined within the contract executed by the parties. The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.

30. Contractor shall identify its equipment and employees as a contractor for SKRECC. Contractor will comply with any identification requirements which may be imposed by Public Service Commission regulations or other law, and also any reasonable requirements which may be imposed by SKRECC. Contractor's vehicles shall be identified with a company logo that is legible. Magnetic signs furnished by SKRECC (one set per vehicle) stating "Contractor for South KY RECC" or equivalent shall be displayed at all times when at a work site.

31. The contractor shall pay any penalties associated with violations cited by any governing authority (i.e. Public Service Commission, OSHA, etc.).

32. The Agreement shall be governed by the laws of the State of Kentucky. Any lawsuits related to the Agreement shall be brought in the Pulaski County, Kentucky state courts.

33. No amendment or variation of the terms or conditions of the Agreement shall be valid unless in writing and signed by the parties. The

Contract executed by the parties and attachments thereto constitutes the entire Agreement between the parties regarding the subject matter hereof, and all other prior written or oral communications of any nature whatsoever are hereby merged into and superseded by the Agreement. The parties acknowledge that there are no other oral or written understandings, arrangements and/or agreements between the parties relating to the subject matter of the Agreement.

34. A waiver of any of the terms and conditions of the Agreement shall not be construed as a general waiver by any party, and such party shall be free to reinstate any such term or condition, with or without notice to the other parties.

35. Any headings used as part of the Agreement are for the convenience of the parties and are not to be construed as part of the Agreement.

36. In the event that any portion of the Agreement may be held to be invalid or unenforceable for any reason, it is agreed that said invalidity or unenforceability shall not affect the other portions of the Agreement, and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable.

37. If conflicting information or requirements is found in any of the contracting documents, the most stringent requirements for the contractor shall prevail unless SKRECC deems otherwise.

38. The rights of the parties under the Agreement are personal and not assignable.

39. Contractor agrees to pay SKRECC's reasonable expenses, including attorneys' fees and costs, incurred by SKRECC in enforcing the terms, conditions, and provisions of the Agreement.

40. SKRECC will furnish a ROW Coordinator to oversee all aspects of line clearing while contract crews are working on SKRECC's system. Any

and all questions that may arise should be brought before this designated person for resolution.

41. SKRECC will furnish systems maps to the contractor's ROW foreman or supervisor for the purpose of locating and recording all work done on SKRECC's system. After work has been completed in a particular area the maps shall be returned to SKRECC's ROW Coordinator.

42. Some crews will also have the opportunity to remove previously left yard trees and "off right-of-way" danger trees on an hourly basis. However, SKRECC shall have the final choice on whether or not to remove such trees. The contractor must contact SKRECC for a decision before commencing on clearing such trees.

43. Equipment must be maintained in good condition and with little or no oil leaks. SKRECC shall have the right to require that equipment which does not meet the approval of SKRECC be replaced. The decision of SKRECC shall be final.

44. Personnel must be "presentable" to the public. SKRECC shall have the final decision on any questions arising in this area of the contract.

45. Contractor shall perform 100% of the work directly without using subcontractors unless approval is granted by the SKRECC's ROW Coordinator.

46. The contractor must provide a written report to the SKRECC Field Supervisor for any OSHA reportable injury or violation, and any "near-miss" incident or accident must be promptly reported to the SKRECC Field Supervisor within one hour of occurrence.

47. Contract crews may be inspected by SKRECC's ROW coordinator or other SKRECC personnel on a routine basis.

48. SKRECC staff has the right to conduct site-visits of project areas on a routine basis.

49. Contractor invoicing for hourly work shall be submitted monthly (for previous month's work); and said invoice may be submitted electronically and paid electronically. Time sheets for hourly crews should be submitted weekly so invoicing can be paid in a timely manner. Payments from SKRECC will generally be made on or before the tenth of each month after receipt of invoice but payment of sections of circuit cutting will be paid after an inspection of the work has been made by a representative of SKRECC and all follow up work has been completed.

50. SKRECC requires the contractor to submit completed circuit bid work invoices in 25% increments.

51. SKRECC's ROW Coordinator will strive to provide answers to contractor questions and/or requests in a timely manner (usually within two or three business days). Any questions regarding acceptable methods of performing work shall be directed to SKRECC, and SKRECC will have the final determination on what is deemed acceptable.

52. Each crew shall have a cell phone furnished by the contractor or some other means of communication that SKRECC can use to contact them at all times. In the case of cell phones, the phone numbers shall be given to SKRECC's ROW Coordinator and said phone numbers kept current.

53. Each crew shall have tracking equipment installed on vehicles and SKRECC shall be given access to be able to see vehicle locations.

54. At least one contractor employee capable of speaking fluent English shall be on each job site at all times when the contractor is working.

55. Each crew must inform the ROW Coordinator or the SKRECC dispatcher of their location on the system each morning before beginning work and before departing at the end of each day.

56. Contractors may not park trucks on SKRECC property. Contractors may not park at substation property owned by East Kentucky Power

(EKP) without written permission from EKP.

57. SKRECC provided locks are installed on many “locked-gates”; contractor must not cut locks or chains unless permission is granted by the SKRECC ROW Coordinator.

58. Contractor will not perform or solicit any type of private tree trimming work on the customer’s property while actively engaged in performing work for SKRECC under contract until all work on the circuit is completed.

59. Disposal of wood residue such as brush, wood, large sections of tree trunks, large limbs, wood chips and other such products produced or generated by working on SKRECC’s system shall not obstruct roads, paths, or waterways. Disposal of said residue shall be the sole responsibility of the contractor and at approved locations. All disposal costs shall be included in the cost submitted on the SKRECC bid. When approved by property owners, logs and brush may be left or the chipped wood may be blown onto the property where the wood residue originated This is the preferred scenario.

60. SKRECC has some lines within the Daniel Boone National Forest. Brush that is trimmed or cut in these areas shall be mulched down flat or mowed to less than two feet high. Windrows or brush are not allowed because of the concern of hot spots in case of fire. Also, if the ground is disturbed because of equipment being hung or other ground disturbance actions it shall be seeded and strawed to prevent erosion.

61. No trash (i.e. lunch sacks, cans, containers, etc.) or other non-wood residue shall be deposited and disposed of with chips collected from tree trimming operations. Crews are also required to leave their work area as clean as when they arrived with all trash disposed of properly.

62. Power outages caused by workers dropping limbs or trees on to energized lines are unacceptable and precautions shall be taken to make sure this does not happen. In the unlikely event that it does happen, SKRECC has the right to bill the contractor for the cost of repairs and

service restoration and any personal injury or property damage.

63. Contractors shall make available its crews for emergency work as determined by SKRECC, day or night, weekends, holidays, or during any natural or man-made disasters. The contractor shall furnish SKRECC the name and telephone number of the person to contact for emergency crews.

64. SKRECC Retains the Right to Reject Any or All Proposals Submitted in Response to this contract.

65. On multiphase lines, SKRECC's current requirement is 45 feet total width. This is the equivalent of 22.5 feet clearance on each side of the centerline. On single phase lines, SKRECC's current requirement is 30 feet total width. This is the equivalent of 15 feet on each side of the centerline. These distances are ground to sky unless permission to do otherwise is granted by SKRECC. Common sense would dictate that not all of SKRECC's existing lines can be cut to this exact specification, and in some circumstances, it will only be possible to clear the ROW back to the original corridor, which may be less than the current requirements. In any instance where large trees would need to be removed in order to meet SKRECC's current ROW specifications, SKRECC will pay the contractor hourly wages for the extra clearing work. Any questionable situation such as this must be directed to SKRECC's ROW Coordinator or his/her designee before work proceeds.

66. All limbs overhanging the primary line right of way corridors shall be removed by the contractor unless SKRECC gives permission in specific instances to reduce this requirement. The contractor must take this into consideration when bidding on SKRECC right of way work and adjust bid prices accordingly. The contractor may occasionally suggest reducing this requirement in specific instances, but SKRECC shall have the final decision on each situation.

67. All woody stem vegetation will be cut as close to the ground as practicable, but not to exceed three inches (3") above ground line. The cuts shall be made parallel with the ground.

68. If permission from the landowner is granted to remove a previously left yard tree which poses a threat to the power lines, SKRECC may choose to pay the contractor (or another contractor) hourly wages to remove the tree. Permission from SKRECC to remove the tree must be granted in each instance. All trees and woody brush located within the confines of what is considered to be the yard of homes or businesses will require that all brush be chipped or removed unless specific instructions are obtained from the land owner to leave the brush/wood onsite. In certain instances chips may be blown directly on the ground if permission can be obtained from the landowner. All yard tree removals shall be accompanied by written permission from the land owner and authorized by SKRECC before they can be removed on an hourly basis. All trees removed shall be cut flush with the ground line. SKRECC promotes the safe and economic removal of such trees within their ROW corridor in lieu of cycle trimming of said trees. This procedure promotes both the long-term reduction in clearing expenditures and the increase in expected system reliability.

69. Logs or debris shall not be placed below the high water mark of streams, springs, creeks and rivers or other bodies of water. Pastures and cultivated fields must be cleaned up unless permission to leave debris is granted by the landowner.

70. Poles and guy wires shall be clean of all brush, trees, and vines debris ten feet (10') around them.

71. Due to concern for livestock safety, any wild cherry tree cuttings must be removed from livestock areas.

72. When cutting back to a lateral it shall be 1/3 the size of the main limb.

73. No stump treatment will be used on federal or state owned lands.

74. Dead, dying, and/or danger trees outside of the ROW corridor will be considered for removal via hourly pricing. All trees in this category must be reviewed and approved by SKRECC before the tree or trees are

trimmed / removed.

75. The logs and brush that result from the integrated vegetation management operations should be handled in a manner consistent with adjoining land use, terrain, aesthetics, and fire risk. Logs may be recoverable for firewood or timber products and are often best left for the property owner. Brush can be loped evenly thru-out the unmaintained areas landscape and left lying in place or piled/windrowed along right-of-way edges if required by landowners. A wire zone consisting of a five foot (5') path under lines/phases needs to be cleared of all debris. This includes any overhang within three feet of the edges (on both sides) of the 5 ft path.

76. Wherever practical and permissible, dead or defective trees, trees that have been severely disfigured from past improper trimming techniques, and fast-growing trees located so as to be a potential hazard to SKRECC's primary overhead distribution system facilities shall be removed.

77. SKRECC's right-of-way easements allow for the maintenance of right-of-ways areas included within the easements; however, the contractor shall be required to use good judgment and take reasonable care when entering upon such areas. In all cases, respect for the property owner and other stakeholders shall be considered paramount by the contractor. In sensitive areas such as yards, subdivisions, highly maintained areas, posted lands, and similar circumstances, the contractor shall make a good faith effort (when reasonably possible) to inform property owners and/or other stakeholders of the contractor's presence and the general scope of the contractor's work before proceeding. Any situations in which a property owner or other stakeholder takes issue with the contractor's right to enter the property or complete the work shall be reported to SKRECC immediately in order to help facilitate a resolution. All gates, fences and consumer property are to be left in the same condition as found.

78. Severability/Partial Invalidity: The invalidation of any provision, or any portion of a provision, of this Agreement by any entity with proper

jurisdiction and authority does not invalidate the remaining provisions, or the remaining portion of a provision, of this Agreement.

79. Non-Waiver of Default: Failure of SKRECC to treat this Agreement as terminated by failure of the Contractor to comply with, or as a result of, a breach by the Contractor of any term or condition herein, shall not constitute a waiver of SKRECC'S right to this Agreement as terminated in the event of any subsequent failure to comply, or breach by the Contractor, and such right of termination by SKRECC shall be deemed a continuing one. Further acceptance of services by SKRECC shall not be deemed a waiver of Contractor's breach of any obligation hereunder or SKRECC's right to terminate this Agreement because of such breach. In the event SKRECC waives the breach of any covenant or condition or of Contractor's failure to comply with any terms hereof, the same shall not constitute a waiver of any other failure to comply or breach known at the time of such waiver. SKRECC'S right to declare default as set forth in this Agreement shall be deemed a continuing one. The waiver by SKRECC of any breach of a covenant or condition by the Contractor shall not constitute a waiver of any other breach of any other covenant or condition hereof.

EXHIBIT C

Contractor Acceptance of Terms and Intent to Bid



850 Center Way
Norcross, GA 30071

(770) 453-1410
pdengineers.com

EXHIBIT C: Contractor's Acceptance of Requirements and Intent to Bid

The undersigned hereby certifies that the company indicated below:

- Desires to bid on all or part of South Kentucky RECC's Right-of Way contracting work to be completed by **November 30th of the year specified for completion (2022 or 2023).**
- Meets all requirements of and is willing to accept all terms and conditions as specified by:
 - RUS right of way contracting requirements
 - Exhibit A: Bid Instructions and Other Requirements
 - Exhibit B: South Kentucky RECC's Right-of-Way Specifications and Additional Contract Specifications
 - The South Kentucky RECC contract and applicable attachments

Anthony Weiss
Signature

7/30/21
Date Signed

Anthony Weiss
Printed Name

A Cut Above Tree Service
Name of Company

Owner / Operator
Title of Officer

Eligabak Anderson
Notary Public

1-8-23 #613795
My Commission Expires:

EXHIBIT D

Contractor's Certificate of Non-Segregated Facilities (Equal Opportunity
Employment Certification)

Exhibit D ~ Contractor's "Employer's Equal Opportunity Declaration" For South Kentucky RECC Contracting

A. Section 1 - Contractor Representations

a. Contractor represents that:

It has (), does not have () 100 or more employees, and if it has,

It has (), has not () furnished the Equal Employment Opportunity - Employers Information.

Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

Contractor agrees that it shall obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement signed by the subcontractor showing that the proposed subcontractor has filed a current report on Standard Form 100.

Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract shall amount to more than \$10,000, contractor shall file such report, as required by law, and notify South Kentucky RECC in writing of such filing prior to South Kentucky RECC's acceptance of this Proposal.

b. Equal Opportunity Clause. During the performance of this contract, contractor agrees as follows:

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their 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 recruiting 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 Equal Opportunity Clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor shall send to each labor union or representative or workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall 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.
5. The contractor shall furnish all information and reports required by Executive Order of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its 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.
6. In the event of the contractor's non-compliance with the Equal Opportunity Clause of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further 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 Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The contractor shall include his Equal Opportunity clause in every subcontract or purchase order unless exempted by the rule, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor and Vendor. The contractor shall take such action with respect to any subcontractor or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for non-compliance provided however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or Vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- c. Certificate of Non-segregated Facilities. The contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it shall not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it shall not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating

areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time period) it shall obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it shall retain such certification in it's files.

Extension to Successors and Assigns

Each and all of the covenants and agreements contained in the contract effected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto.

A Cut Above Tree Service
(Contractor)

Anthony Weiss
(President) / OWNER

2513 Red Banks Rd, Burkesville, Ky
(Address)

Attest: _____

Date of Proposal 7/20/21

This proposal shall be signed with the full name of the contractor. If the contractor is a partnership, the proposal shall be signed in the partnership name by a partner. If the contractor is a corporation, the proposal shall be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the secretary of the corporation.

EXHIBIT E

Debarment Certification

Exhibit E ~ South Kentucky RECC
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

A Cut Above Tree Service
 Organization Name PR/Award or Project Name

Anthony Weiss Owner/Operator
 Name and Title

Anthony Weiss 7/20/21
 Signature Date

EXHIBIT F

Certification for Contracts, Grants, Loans and Cooperative Agreements

EXHIBIT G

Contractor Pre Bid Questionnaire

Exhibit G ~ South KY RECC (SKRECC) Pre-Bid Questionnaire and Data Request For Right of Way Contracting (Page 1 of 4)

Please complete the following survey by entering the required information in the blue shaded areas.

Please provide the following using OSHA 300 Logs, etc. as required:

	2018	2019	2020
List your firm's interstate Experience Modification Rate (EMR).	0	0	0
List your firm's OSHA Recordable Rate	0	0	0
List your firm's DART Rate	0	0	0
List your firm's Lost Time Rate	0	0	0
Number of Lost Workday Cases:	0	0	0
Number of Restricted Workday Cases:	0	0	0
Number of cases with medical attention only:	0	0	0
Number of fatalities:	0	0	0
Number of hours worked (do not include non work paid hrs)	835	837	837
Number of times your organization has be cited by OSHA in last 3 yrs:	0	0	0

Please answer the following questions with "Yes" or "No."

	Yes or No
Do you have a written safety program?	Yes
Do you have a written drug testing policy that covers all employees (not just CDL)?	Yes
Are all employees subject to drug tests based on reasonable suspicion?	Yes
Are all employees subject to random drug tests?	Yes
Does your company do drug screening and background checks on new hires?	Yes
Do you conduct site safety inspections at least monthly?	Yes
Do you require foremen to hold tailgate sessions daily and at each work site?	Yes
Do you require foremen to conduct daily safety inspections at work sites?	Yes
Do you have a designated and competent person assigned to safety management for the company?	No
Do you have a safety orientation for all new hires?	Yes
Does your safety orientation for new hires include fall protection?	Yes
Does your safety orientation for new hires include safe ladder use?	No
Does your safety orientation for new hires include fire protection?	Yes
Does your safety orientation for new hires include first aid, MSDS and CPR?	Yes
Does your safety orientation for new hires include energized equipment approach distances?	Yes
Do you have an existing workforce capable of meeting SKRECC's work requirements?	Yes
Do you commit to handling all complaints in a professions and timely manner?	Yes
Are your personnel licensed for use of chemicals and herbicides commonly used in ROW maintenance?	No
Do all of your workers meet OSHA requirements for the jobs which they are assigned?	Yes
Do your foremen have advanced or additional safety training?	Yes
Will you comply with all federal, state, and local laws/ordnances/etc applicable to this project?	Yes
Will you name SKRECC as additional insured on your insurance policy as required by RUS?	Yes
Will you provide SKRECC with a monthly safety report if requested?	Yes
Do you agree not to use subcontractors without first getting the permission of SKRECC?	Yes

Exhibit G Continued (Page 2 of 4)

Please enter the number of years that your company has been in business under its current name:

3

Please list below Key Personnel who are responsible and accountable for safety at your company:

Anthony Weiss, Jonathan Thacker, Stephen Cox

Has your company been free of critical injury for the last year to date?

Note: Critical injury used here includes fatalities, dismemberment, or permanent total disability.

Please comment below:

Yes, no injury's

In the space below please elaborate on your capabilities to furnish the manpower and equipment for fulfilling the requirements of SKRECC as described in the Pre-Bid Documents. Please also discuss your ability to perform the work and have it completed on time.

We have a bucket, 13" chipper, Dump trailer
a full crew, and several saws

Are you presently or in the preceding 36 months have you been in legal proceedings with any electric utility at which you are or have provided electric contracting services. If yes, please explain below: Note: We are talking about legal proceedings with companies you work/contract for. Do not include information on lawsuits with utility customers or the general public.

No

Exhibit G Continued (Page 3 of 4)

In the space below please provide the name and address of you insurance company, along with the telephone number, name of the contact person, and other appropriate contact information.

Theresa Hopper
Kentucky Farm Bureau
270-433-7000

To the best of your knowledge, does any officer, employee, or consultant of SKRECC have any financial interest or conflict of interest in your company? If the answer is "No" then simply type "No" in the box below. If the answer is "Yes" type "Yes" in the box below, and describe the conflict or possible conflict.

No

In the space below, please list any additional information or clarifications that you would like to provide.

Exhibit G Continued (Page 4 of 4)

In the space below please list three Electric cooperatives that you company is presently working for, and provide telephone numbers and contact person names:

None

In the space below, please provide the name, title, and contact information of the person completing this survey. Please also provide the same information for the contact person concerning this project if it is a different person. Please also provide the date that you completed this survey.

Anthony Weiss
Owner/Operator
931-704-6394

If you have any questions regarding this survey, please contact Steve Conover of Patterson and Dewar Engineers at sconover@pdengineers.com.

EXHIBIT H

Bid Invitation and Additional Bidding Instructions



Exhibit H ~ Invitation and Additional Bidding Instructions:

South Kentucky RECC: Right of Way Bidding for 2022 and 2023 work

You are invited to submit bids for upcoming distribution Right-of-Way (ROW) contracts per the attached for South Kentucky RECC (SKRECC). Bids must be submitted to Patterson & Dewar Engineers no later than **3:00 PM (Eastern), August 31, 2021.**

An informational meeting is being held on **July 30, 2021**, via Zoom **starting at 10:00 AM Eastern time.** Contractor participation at this meeting is **mandatory and failure to participate will disqualify the bidder. Bids must not be submitted until after this meeting. Please do not submit bids before this meeting.**

SKRECC reserves the right to reject any or all bids.

Please submit your proposal to Patterson & Dewar **via e-mail** by sending to the following e-mail address. **Please note that e-mail is the only means by which proposals are being accepted:**

sconover@pdengineers.com

All questions regarding the specifics of the attached should be addressed to the Consultant, Patterson & Dewar.

Consultant: Steve Conover
Patterson & Dewar Engineers, Inc.
75 Holt Rd
Jamestown, KY 42629

Telephone (606) 872-3501
sconover@pdengineers.com

GENERAL BID INSTRUCTIONS & BACKGROUND

The following must be returned to P&D via e-mail per the instructions given above:

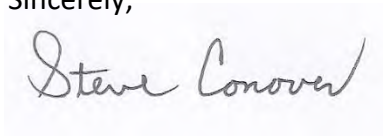
- **Exhibit I (Microsoft Excel® Workbook ~ (SKRECC Bid Sheet for 2022 and 2023 Work) ~ Enter your bid values into the yellow highlighted areas within the Workbook. Please note that there are two**

Worksheets within the Workbook that the contractor should complete. The different Worksheets can be accessed by clicking the **different tabs at the bottom of the Workbook**. Remember to save the Workbook after you enter your information.

- **In addition to the hourly rates required in the workbook, please also send a PDF copy of your complete standard hourly prices** that will be applicable to this contract. Please also be very specific regarding overtime and holiday rates and terms.
- **Bidders are required to also submit** a MS Word document that gives a thorough description of the manpower and equipment that they plan to use for each of the circuits if they are awarded the work. If the manpower and equipment is to be exactly the same for all circuits, this should be stated. If the manpower and equipment will vary from circuit to circuit, please list it for each individual circuit. Note: This information is being requested for planning purposes by SKRECC.

SKRECC will inform the successful bidder/s sometime after the bids are evaluated. Afterwards, SKRECC will prepare the necessary contract/s with attachments and make arrangements with the successful bidder/s for signing the contracts. This is expected to take place within a few days after the bids are received.

Sincerely,

A handwritten signature in cursive script that reads "Steve Conover". The signature is written in black ink on a light-colored background.

Steve Conover
75 Holt Rd.
Jamestown, KY 42629

sconover@pdengineers.com

Attachments

GENERAL AGREEMENT

FOR

CONTRACT BUSHHOGGING

BETWEEN

BMC CONTRACTING, LLC.

AND

**SOUTH KENTUCKY RURAL ELECTRIC
COOPERATIVE CORPORATION**

GENERAL AGREEMENT FOR CONTRACT BUSHHOGGING

This agreement made and entered into this 1st day of July 2020 for 2 years by and between South Kentucky Rural Electric Cooperative Corporation, located at 200 Electric Avenue, Post Office Box 910, Somerset, Kentucky 42502 (hereinafter called the "Cooperative.")

And BMC Contracting, LLC located at 481 Adena Drive/P.O Box 450 Mt. Sterling, Kentucky 40444 (hereinafter called the "Contractor.")

BMC Contracting, LLC. will bushhog right-of-way for South Kentucky Rural Electric Cooperative Corporation under the following conditions:

1. Work will normally be (5) 8-hour days – Monday through Friday
2. Bushhog all right-of-way previously bushhogged by contract. Some light and scattered; other heavy and continuous.
3. Cut danger trees about to fall that can be handled and trim light small growth around fences, poles, and guys. Report problem right-of-way that contract is not to deal with to South Kentucky Right-of-Way Manager (such as overhand -cutting requirements).
4. Contact property owners for permission to enter and leave their property and exercise diligent care to close gates, fix fences, and other necessary operational practices.
5. Be responsible to investigate and settle complaints and claims caused by the bushhogging crew.
6. Contractor is responsible for providing all necessary equipment and performing all maintenance and repairs of such equipment.
7. The Contractor is responsible to provide the necessary training to ensure the safety of his employees and for the methods of work being performed. Monthly or by-weekly report to be sent with bill statements.
8. Be courteous, polite, and present a favorable image in representing the Cooperative.
9. Provide the Right-of-Way Manager:
 - a) Maps marked as to light and heavy bushhogging – color coded and by line.
 - b) Reasonable estimate of accurate length and width of bushhogged right-of-way by line and span.
10. Provide notice of required insurance: \$500,000 Public and Property Damage, \$500,000 Auto Liability, \$5,000,000 Umbrella,

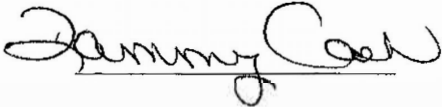
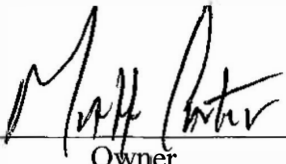
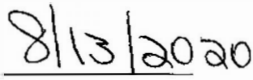
Workmen's Compensation as required by statute. Also, contractual liability insurance with South Kentucky Rural Electric Cooperative Corporation named as additional insured and South Kentucky notified of any changes in insurance.

11. BMC Contracting, LLC. agrees to defend, pay on behalf of and hold harmless South Kentucky Rural Electric Cooperative Corporation and its' directors, officers, agents, and employees from all claims of whatsoever nature or kind, including those brought by employees of BMC Contracting LLC. or subcontractors, arising out of or as a result of any act or failure to act, whether or not negligent, in collection with the performance of the work to be performed pursuant to this contract by BMC Contracting, LLC. its' employees, agents, and subcontractors. BMC Contracting, LLC. agrees to defend and pay all costs in defending these claims, including attorney fees.

12. Further, BMC Contracting, LLC. agrees to maintain public liability and property damage insurance (including automobile public liability and property damage insurance) to cover the obligations set forth above. The minimum insurance limits of liability shall be \$500,000 bodily injury and property damage. South Kentucky Rural Electric Cooperative Corporation shall receive as minimum 30-day notice in the event of cancellation of insurance required by this agreement. BMC Contracting, LLC. shall furnish a certificate of insurance to South Kentucky Rural Electric Cooperative Corporation showing that a qualified insurance carrier provides for the above obligations and requirements, and showing South Kentucky Rural Electric Cooperative Corporation as an additional insured on such insurance.

13. The cost per mile of the contract in 2020-2022 is [REDACTED] per mile.
APPROVED:

BMC Contracting, LLC.

WITNESS:   
Owner Date
481 Adena Drive/ P.O. Box 450
Mt. Sterling, Kentucky 40353

South Kentucky Rural Electric Cooperative Corporation

WITNESS:   
CEO Date



BOARD RESOLUTION

Whereas, South Kentucky Rural Electric Cooperative Corporation has taken unit pricing bids on Right-of-Way Bushhogging and;

Whereas, BMC Contracting LLC, Inc. has submitted the lowest bid for vegetation control on South Kentucky Rights-of-Way and;

Whereas, BMC Contracting LLC Inc. has met all pre-bid qualifications now therefore;

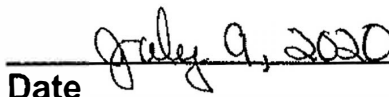
Be it resolved, that South Kentucky Rural Electric Cooperative Corporation accepts a two year contract beginning July 2020 – June 2022, with BMC Contracting LLC Inc. at the following prices:

Bushhogging Per Mile of Line [REDACTED]

I, Greg Beard, Secretary of South Kentucky Rural Electric Cooperative Corporation, do hereby certify that the above is a true and correct excerpt from the minutes of the Board of Directors Meeting of the Cooperative, held on the 9th day of July 2020 at which meeting a quorum was present.



Greg Beard, Secretary



Date

**RIGHT-OF-WAY GROUND SPRAYING
AGREEMENT**

BETWEEN

**SOUTH KENTUCKY RURAL ELECTRIC
COOPERATIVE CORPORATION**

AND

CUMBERLAND TREE EXPERTS

RIGHT-OF-WAY SPRAYING

AGREEMENT

This agreement made and entered into this 1st day of JANUARY 1 2021 by and between South Kentucky Rural Electric Cooperative Corporation, located at 925 North Main Street, Post Office Box 910, Somerset, Kentucky 42502 (hereinafter called the "Cooperative.")

And Cumberland Tree Experts, located at Post Office Box 713, Monticello, Kentucky, 42633 (hereinafter called the "Contractor.")

WITNESSETH:

That for and in consideration of the premises and the separate and several and mutual agreements of the parties hereto, the Contractor hereby agrees to spray with herbicide such trees, brush, saplings, and other growth and vegetation as may be designated by the Cooperative in order to clear the Cooperative's electric distribution lines from interference or possible interference from obstructing trees, limbs, branches, and other growth at the price and upon the terms and conditions as follows, to-wit:

1. The Contractor shall furnish all labor, tools, machinery, materials, supplies, and equipment of every kind, and shall do and perform each and every act and thing necessary or proper for carrying out and performing the above mentioned work (hereinafter collectively referred to as "work").
2. In performing the work, the Contractor shall:
 - a. Apply herbicides in the amount necessary to constitute a thorough and complete coverage of all standing trees, brush, saplings, and other undesirable woody stem vegetation on Cooperative designated right-of-way to achieve and "effective control" as defined under the terms of this agreement.
 - b. Not apply herbicides when it is raining or one half-hour before or after a rain.
 - c. Spray all trees or brush on highways and other public places in accordance with the requirements of the public authorities having jurisdiction.
 - d. Obtain from the Cooperative information as to the nature of the electric circuits involved before the work is commenced. It being expressly understood by the Contractor that the electric circuits of the Cooperative are to continue in normal operation during the performance of any job constituting a part of the work, and that the Contractor is to provide and use all protective equipment necessary for the protection of the Contractor's employees and to guard against interference with the normal operation of such electric circuits.

3. The Contractor shall perform and carry out the work in accordance with the directions and instructions of the Cooperative's Right-of-Way Manager or his/her properly designated representative, and in the absence of specific directions for any particular type of work in the manner best suited to the conditions surrounding the performance of the work.
4. The Contractor shall procure, prior to doing any job constituting a part of work, all necessary permits, consents, authorizations, releases, and waiver of damages from all property owners involved, and from all State, Municipal, and other governmental authorities having jurisdiction, including the State Highway Commission of Kentucky and U.S. Forest Service. The Contractor shall immediately notify the Cooperative if the Contractor is unable to procure any of the necessary aforesaid permits, consents, authorizations, releases, and waiver of damages or is required to pay a charge therefore. The Contractor shall permit the Cooperative in every such case to assist the Contractor in procuring the required consents and authorizations. The Contractor shall not obligate the Cooperative to make any payment to property owners, State, Municipal, and other governmental agencies for or in connection with the spraying of trees, brush, or the obtaining of such consents and authorizations.
5. The Contractor hereby warrants and guarantees that all the work will be done and performed in proper manner and according to approved methods employed at the time in the doing of like work by skilled employees. The Contractor shall use, at all times, proper skill and care in the completion of the work and shall take all due and proper precautions to prevention injury to any person or property.
6. The Contractor shall, upon completion of a job at each location constituting a part of the work, promptly remove all of its apparatus, equipment, and debris in accordance with all applicable laws, ordinances, and regulations and to the satisfaction of the property owners involved and the Cooperative.
7. The Contractor, at its own cost and expense shall procure and keep in force during the entire term of this agreement, a policy or policies of insurance, in form and in such amounts acceptable to the Cooperative and issued by some responsible and reliable insurance company, adequately covering the Contractor and Cooperative as named, insured with public liability and property damage insurance (including such type of insurance on all automotive equipment of the Contractor) and Contractor's protective liability insurance (including such type of insurance on automotive equipment) in connection with all the work to be performed hereunder, upon the request of the Cooperative the Contractor shall deliver said insurance policy or policies, or proper certificate or certificates as to such insurance to the Cooperative.

8. The Contractor shall obtain and keep in force during the whole of the effective period of this agreement an appropriate policy of Worker's Compensation Insurance and shall forthwith deliver to the Cooperative a certificate to that effect; shall pay all sums due any person on account of a work related injury or disease occurring in the course of the performance of any part of said work as Contractor may be required to do by any Workmen's Compensation Law or Employer's Liability Law applicable; and shall indemnify and save harmless the Cooperative from any and all liability to pay any such sums.
9. The Contractor shall present to the duly designated representative of the Cooperative at the beginning of each week a report in a form satisfactory to the Cooperative of each day's work by the Contractor hereunder in the preceding week.
10. The Cooperative shall pay to the Contractor for all work performed hereunder at a rate of \$196.70 per acre of right-of-way treated with approved herbicide for the first two years and \$ 206.53 for the following third year.

The aforementioned payment and compensation shall cover and be in full payment of all costs and expenses incurred by the Contractor in connection with the work, including insurance, all form of taxes, and all labor, tools, and equipment. The Cooperative will pay 100% of the invoice price submitted by the Contractor when approved by the Right-of-Way Team Leader.

11. This agreement shall become effective upon the execution hereof and shall continue in full force and effect until the work is completed and final payment is made, except that the Cooperative shall have the right to terminate this agreement by giving the Contractor at least ten (10) days written notice of its intention to terminate. Upon such termination, the Cooperative shall pay the Contractor, under the rates and conditions provided herein, only for work performed to the date of termination, upon such payment for termination the Cooperative shall have no further obligation or liability under this agreement. The Cooperative's Chief Operating Officer or his/her designee shall have the authority to require the Contractor to immediately suspend any work at any time when, in his/her sole opinion, such work is not being performed in a manner consistent with achieving the desired results under this agreement. Following such suspension of work, the Cooperative's Chief Operating Officer, or his/her designee, may allow the Contactor to resume work or terminate the contract, as appropriate.
12. The Contractor shall have no authority to act or bind the Cooperative and shall act for itself alone, it being the intention that the Contractor shall be and remain an independent Contractor, and that nothing herein contained shall be construed as inconsistent with the status.

13. The Contractor shall not assign this agreement or any part thereof, or sublet any of the work to be performed hereunder by the Contractor without first having obtained the written consent of the cooperative thereto.
14. The work considered in this agreement is integrated vegetation control and maintenance of right-of-way.
15. No spraying will be done on Saturdays, Sundays and/or legal holidays without the express consent of the Cooperative's Right-of-Way Manager.
16. The method of evaluating the effectiveness of the Contractor's work will be as follows:
 - a. The Cooperative representative will periodically meet during the course of the work with the Contractor Representative to ensure quality control and approve acreage amounts.
 - b. The objective of the observation and inspection is to obtain "**Effective Control**" of the target brush being sprayed. "**Effective Control**" is defined as 95% of "**above the ground line kill**" for all species of brush and woody plants in any specific right-of-way area during the management cycle period of 18 months commencing upon the date of initial application.
 - c. The Contractor shall provide a written guarantee of the afore stated 95% above the "ground line kill" for all species of brush and woody plants during the management cycle period of 18 months from the date of herbicide application to the Cooperative, with the remedy for less than stated performance to be 100% reimbursement for all reapplication costs. This guarantee may be a signed performance guarantee from a third party chemical company.
17. The herbicide chemical to be used in the work will be known by their respective brand names: Viewpoint and Opensite along with a surfactant. No substitute herbicide chemical agent may be used by the Contractor without written consent from the Cooperative's Right-of-Way Team Manager. Mixture, handling, transport, and application shall be per specific instructions listed in Attachment A, attached hereto and made a part hereof.
18. A Pre-Spray Conference with at least one representative of the Contractor and the Cooperative will be held before any work is done to discuss the work program.
19. The Contractor will be responsible for the proper storage and disposal of all herbicide chemicals and the containers for same, according to any and all Federal and State Regulations.
20. All work will be done in accordance with all Federal and State Safety Standards.

21. Contractor shall pay all penalties associated with violations cited by any governing authority (Public Service Commission, OSHA, etc.).
22. Contractor shall have a Safety program in place and will produce documentation of Safety meetings, audits, or other necessary documents upon request.
23. The Contractor will instruct its' crew(s) to use his/their best efforts to serve and report to the Cooperative's Inspector, circumstances, or conditions on the right-of-way which could be regarded as unsafe or dangerous such as damaged or broken equipment or evidence of human activity.
24. Contractor agrees to defend, pay on behalf of and hold harmless South Kentucky Rural Electric Cooperative Corporation and its' directors, officers, agents, and employees from all claims of whatsoever nature or kind, including those brought by employees of Contractor, arising out of or as a result of any act or failure to act, whether or not negligent, in collection with the performance of the work to be performed pursuant to this contract by Contractor, its' employees, agents, and subcontractors. Contractor agrees to defend and pay all costs in defending these claims, including attorney fees.

Further, Contractor agrees to maintain public liability and property damage insurance (including automobile public liability and property damage insurance) to cover the obligations set forth above. The minimum insurance limits of liability shall be \$5,000,000 bodily injury and property damage with a \$5,000,000 aggregate. South Kentucky Rural Electric Cooperative Corporation shall receive as minimum 30-day notice in the event of cancellation of insurance required by this agreement. Contractor shall furnish a certificate of insurance to South Kentucky Rural Electric Cooperative Corporation showing that a qualified insurance carrier provides for the above obligations and requirements, and showing South Kentucky Rural Electric Cooperative Corporation as an additional insured on such insurance.

25. This Agreement may be amended or extended by written supplement executed by the undersigned parties.
26. The term of this agreement is from January 1, 2021 thru December 31, 2023.

ATTACHMENT A

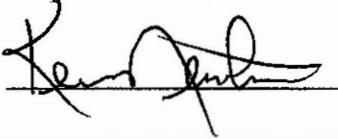
Chemicals to be used in all right-of-way spraying will be as listed below with each chemical's relative usage expressed as a percentage of one (1) diluted, mixed, U S Gallon of application solution.

<u>Chemical Name</u>	<u>MFG</u>	<u>Chemical Content</u> Per 100 Gallon Mix	<u>EPA Reg. No.</u>
Foliar Vine Spray			
Streamline	DuPont	10 oz per 100	352-848
Basil Vine Spray			
Garlon Ultra	Dow	15 %	62719-527
Stalker	Basf	1 %	241-398
Milestone	Dow	2 %	62719-519
<hr/>			
Foliar Brush Spray			
Viewpoint	Dupont	18 oz per 150 gallon	352-847
Opensite	Dow	5 oz per 150 gallon	62719-597

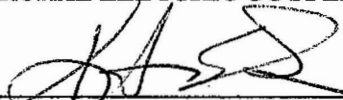
Surfactant will be added per manufacturers recomendations

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as evidenced by the respective authorized signatures the day and date first above written.

WITNESS: SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION



BY:



(Authorized Agent of South Kentucky RECC)

DATE:

2/25/21

WITNESS:

BY:



(Authorized Agent of Cumberland Tree Experts)

DATE:

2.24.2021

BOARD RESOLUTION

WHEREAS, SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION HAS PREVIOUSLY TAKEN ACRE BIDS ON RIGHT-OF-WAY LINE SPRAYING;

BE IT RESOLVED, THAT SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION ACCEPTS A THREE YEAR CONTRACT BEGINNING JANUARY 1, 2021 THROUGH DECEMBER 31, 2023 WITH CUMBERLAND TREE EXPERTS. AT THE FOLLOWING PRICES:

YEAR 1 [REDACTED]
YEAR 2 [REDACTED]
YEAR 3 [REDACTED]

I, GREG BEARD, SECRETARY OF SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT EXCERPT FROM THE MINUTES OF THE BOARD OF DIRECTORS MEETING OF THE COOPERATIVE, HELD ON THE 11th DAY OF FEBRUARY 2021 AT WHICH MEETING A QUORUM WAS PRESENT.



Greg Beard, SECRETARY

2/23/21

DATE



200 Electric Avenue
 Post Office Box 910
 Somerset, KY 42502-0910
 Telephone 606-678-4121
 Toll Free 800-264-5112
 Fax 606-679-8279
www.skrecc.com

BOARD RESOLUTION

WHEREAS, South Kentucky Rural Electric Cooperative Corporation has taken circuit bids on right-of-way line clearance;

BE IT RESOLVED, that South Kentucky Rural Electric Cooperative Corporation accepts the below circuit bid contract beginning January 1, 2022, through December 31, 2023, with **PHILLIPS TREE EXPERTS** at the following prices:

Year 2022:

Cabin Hollow Substation/Cedar
 Grove Circuit Bid: \$238,000

I, Boris Haynes, Secretary/Treasurer of South Kentucky Rural Electric Cooperative Corporation, do hereby certify that the above is a true and correct excerpt from the minutes of the Board of Directors Meeting of the Cooperative, held on the ninth day of December 2021, at which meeting a quorum was present.

Boris Haynes
 BORIS HAYNES, SECRETARY/TREASURER

12/9/21
 DATE



South Kentucky RECC

RUS Designation KY54

January 1, 2022 through November 30, 2022
Right-of-Way, Lump Sum Per Circuit & Hourly
Contract With
Phillips Tree Experts, LLC

Prepared By: Steve Conover, Distribution Consultant

Patterson & Dewar Engineers, Inc.
P.O. Box 2808, Norcross, GA 30091-2808

Phone: (770) 453-1410 Fax: (770) 453-1411

Right-of-Way Contract Documents

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RIGHT-OF-WAY CLEARING CONTRACT

Contractor's Proposal

To: South Kentucky RECC (Hereinafter called the "Owner")

Article I ~ General

- Section 1. Offer to Clear** ~ The undersigned (hereinafter called the "Contractor" hereby proposes to furnish all labor and materials, equipment, machinery, tools, transportation as required, to clear rights-of-way for the rural electric system bearing the RUS Designation KY54 in strict accordance with the Specifications Requirements for the prices hereinafter stated.
- Section 2. Description of Project** ~ The Project will consist of lump sum circuit/substation clearing, along with hourly work if hourly work is requested by the Owner during the year of 2022 as described herein.
- Section 3. Description of Contract** ~ The Descriptions, Exhibits, Plans, and Specifications attached hereto and made a part hereof, together with the Proposal and Acceptance constitutes the Contract.
- Section 4. Familiarity with Conditions** ~ The Contractor warrants that it has made careful examination of the site of the Project and of the Specifications and Drawings attached hereto, and has become informed as to the location and nature of the proposed work, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required for undertaking and completing the Project, and has become acquainted with the labor conditions, state and local laws and regulations which would affect the proposed work.
- Section 5. License** ~ The Contractor warrants that a Contractor's License is , is not X, required, and if required, it possesses Contractor's license number NA for the State of NA in which the Project is located and said license expires on NA, 20NA.
- Section 6. Contractor's Bond** ~ The contractor agrees to furnish a bond prior to the commencement of work in the penal sum of not less than the estimated cost of the circuit bid work awarded with a surety or sureties listed by the United States Treasury Department as acceptable sureties. This bond must be in a form acceptable to the owner and in the event that the surety or sureties of the performance bond delivered to the owner shall at any time become unsatisfactory in the opinion of the owner, the contractor agrees to deliver to the owner another or an additional bond.
- Section 7. Taxes** ~ The labor prices for Right-of-Way Clearing in this Proposal include any sums which are or may be payable by the Contractor on account of taxes imposed by any taxing authority on payments for materials furnished or services performed by the Contractor under the terms of this Contract.

Article II ~ Clearing

Section 1. Time and Manner of Work.

- a. The Contractor agrees to commence work on the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Owner after its acceptance of this Proposal, but in no event will the Commencement Date be later than January 15, 2022 unless otherwise specified by the Owner. The Contractor further agrees to prosecute diligently and to complete clearing in strict accordance with the Specifications and Drawings within the agreed upon calendar days (excluding Sundays and other times to be defined by the Owner) after Commencement Date.
- b. The time for Completion of Clearing shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however, that no such extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.
- c. The sequence of R/W Clearing shall be as set forth by the Owner, the names being the designations of areas (hereinafter also called the "Circuits") corresponding to the numbers / names shown on the maps provided to the Contractor, or if no Circuits are set forth by the Owner, the sequence of Clearing shall be as determined by the Owner.
- d. The Owner may from time to time during the progress of the work on the Project make such changes in, additions to or subtractions from the Specifications, Drawings and sequence of work provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the work to be done shall require an extension of time, a reasonable extension will be granted if the Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to the Contractor of completion of the Project shall be materially increased by any such change or addition, the Owner shall pay the Contractor for the reasonable cost thereof in accordance with a Contract Amendment signed by the Owner and the Contractor, but no claim for additional compensation for any such change or addition will be considered unless the Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

Section 2. Environmental Protection ~ The Contractor shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their

containers in or near streams, waterways or pastures. The Contractor shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

Section 3. Supervision and Inspection.

- a. The Contractor shall cause the work on the Project to receive constant supervision by a competent foreman (hereinafter called the "foreman") who should be present at all times during working hours where work is being carried on. The Contractor shall also employ in connection with the Project, capable, experienced and reliable foremen and such skilled and "certified" workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Foreman shall be binding upon the Contractor.
- b. The Owner reserves the right to require the removal from the Project of any employee of the Contractor if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Contractor to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Contractor of its obligations to complete the work within the time and in the manner specified in this Proposal.
- c. The manner of performance of the work, and all equipment used therein, shall be subject to the inspection and approval of the Owner. The Owner shall have the right to inspect all payrolls and other data and records of the Contractor relevant to the work. The Contractor will provide all reasonable facilities necessary for such inspection. The Contractor shall have an authorized agent accompany the inspector when final inspection is made and, if requested by the Owner, when any other inspection is made.
- d. In the event that the Owner shall determine that the work contains or may contain numerous defects, the Owner may choose to have an inspection made by an engineer approved by the Owner for the purpose of determining the exact nature, extent and location of such defects.
- e. The Engineer may recommend to the Owner that the Contractor suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or because of the failure of the Contractor to comply with any of the provisions of the Contract: Provided, however, that the Contractor shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Contractor to comply with any of the provisions of this Contract. In the event that work is suspended by the Contractor with the consent of the Owner, the Contractor before resuming work shall give the Owner at least twenty-four (24) hours' notice thereof in writing.

Section 4. Unsuitable Workmanship ~ The acceptance of any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such workmanship shall be found to be unsuitable. Workmanship found unsuitable before final acceptance of the work shall be remedied, by and at the expense of the Contractor. The Contractor shall not be entitled to any payment hereunder so long as any unsuitable workmanship in respect to the Project, of which the Contractor shall have had notice, shall not have been remedied.

Article III--Payment

Section 1. Payments to Contractor.

- a. Within the Owner defined period(s), the Owner shall make partial payment to the Contractor for work accomplished during the preceding invoice period as approved by the Owner solely for the purposes of payment: Provided, however, that such approval by the Owner shall not be deemed approval of the workmanship or materials. Upon completion by the Contractor of the required work on a circuit, the Contractor shall deliver to the Owner certification showing (1) that all persons who have furnished labor in connection with the Project and subcontractors who have furnished services for the Project have been paid in full and (2) that the Contractor shall hold the Owner harmless against any liens arising out of the Contractor's performance hereunder which may have been or may be filed against the Owner. Upon the Owner's approval of such certification, the Owner shall make payment to the Contractor of all amounts to which the Contractor shall be entitled and which shall not have been paid.
- b. The Contractor shall be paid on the basis of the circuit percentage actually completed at the direction of the Owner shown by the Circuit Inventory: Provided, however, that the total cost shall not exceed the total contract price for the Circuit as set forth in the Acceptance, unless such excess shall have been approved in writing by the Owner.
- c. No payment shall be due while the Contractor is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Contractor the amount of any claim by a third party against either the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work hereunder in accordance with the provisions of the Contract.
- d. If no Circuits are designated in Article II, Section 1 (c) the term "Circuit" shall mean for purposes of this subsection (a) and Article IV, Section 3 (b) only, a part of the Project as designated by the Owner which represents at least twenty-five percent (25%) of the total contract price as stated in the Acceptance.
- e. Interest at the rate of zero percent (0%) per annum shall be paid by the Owner to the Contractor on all unpaid balances due on invoices, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Contractor. The due date for purposes of such invoice payment shall be the tenth day provided (1) the Contractor

on or before the fifth day of such invoicing cycle shall have submitted its certification of right-of-way clearing units completed during the preceding invoice and (2) the Owner on or before the 10 day of such invoicing cycle shall have approved such certification. If for reasons not due to the Contractor's fault, such approval shall not have been given on or before the tenth day of such invoice cycle, the due date for purposes of this subsection (e) shall be the tenth day of such invoice cycle notwithstanding the absence of the approval of the certification. The above procedures may be modified upon approval of both parties.

- f. Interest at the rate of zero percent (0%) per annum shall be paid by the Owner to the Contractor on the final payment for the Project or any completed Circuit thereof, commencing ten days after the due date. The due date for purposes of such final payment shall be the date of approval by the Owner of the Final Inventory and receipt of the Certificate of Contractor and Indemnity Agreement as conditions precedent to the making of final payment. The above procedures may be modified by the Owner.

Section 2. Payments to Subcontractors ~ The Contractor shall pay each subcontractor, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Contractor for and on account of services performed by each subcontractor.

Article IV--Particular Undertakings of the Contractor

Section 1. Protection to Persons and Property ~ The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, state, and municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, state, or municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- a. The Contractor shall so conduct work on the Project as to cause the least possible obstruction of public highways.
- b. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.
- c. The Contractor shall do all things necessary or expedient to properly protect any and all parallel, converging, and intersecting lines, joint line poles, highways, and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, or other property are damaged in the course of work on the Project the Contractor shall at its own expense restore any or all of such

damaged property immediately to as good a state as before such damage occurred.

- d. Where the right-of-way of the Project traverses cultivated lands, the Contractor shall limit the movement of his crews and equipment so as to cause as little damage as possible to crops, orchards, or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during work on the project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. The Contractor shall not be responsible for loss of or damage to crops, orchards, or property (other than livestock) on the right-of-way necessarily incident to work on the Project and not caused by negligence or inefficient operation of the Contractor. The Contractor shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by work on the Project. The right-of-way for purposes of this said section shall consist of an area extending as described in Exhibit B of this contract along the route of the Project lines, plus such area reasonably required by the Contractor for access to the route of the Project lines from public roads to carry on the work.
- e. The Project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided, shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the work on the Project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of an act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence.
 - (i) To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Contractor's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Contractor's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Contractor, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Contractor liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.
 - (ii) To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Contractor, its subcontractors and suppliers of any tier, and from all

losses, demands, and causes of action arising out of any such lien or claim. Contractor shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Contractor does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Contractor.

(iii) Contractor shall provide to Owner's satisfaction evidence of Contractor's ability to comply with the indemnification provisions of subparagraphs (i) and (ii) above.

- f. Any and all excess earth, rock, debris, underbrush, and other useless material shall be removed by the Contractor from the site of the Project as rapidly as practicable as the work progresses. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures.
- g. Upon violation by the Contractor of any provisions of this section, after written notice of such violation given to the Contractor by the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor so to do the Owner may correct such violation at the Contractor's expense.
- h. The Contractor shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.
 - (i) The Contractor shall not proceed with the cutting of "yard" trees without written notification from the Owner that proper authorization has been received from the owner of the property and the Contractor shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on his land in connection with the Project.

Section 2. Insurance ~ The Contractor shall take out and maintain throughout the period of this Agreement the following minimum amounts of insurance unless greater minimum amounts and/or other stipulations are required by Exhibit B of this contract. If additional insurance requirements are shown in Exhibit B beyond those shown below, the additional insurance requirements shall be necessary and shall be at the sole expense of the Contractor:

<u>TYPE</u>	<u>LEVEL</u>
1. Workers Compensation	Statutory
2. Employers Liability	Bodily Injury by Accident \$1,000,000 each accident
	Bodily Injury by Disease \$1,000,000 policy limit
	Bodily Injury by Disease \$1,000,000 each employee

3. Public Liability	Bodily Injury or Death	\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
	Accidents	\$1,000,000 aggregate
4. Automobile Liability	Bodily Injury or Death	\$1,000,000 per person
		\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
5. Umbrella Liability	Each Occurrence and Aggregate	\$4,000,000

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in this Section or Exhibit B. 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.

The Owner shall be named as "Additional Insured" and certificate holder on all policies of insurance required unless specified otherwise by the owner.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

Section 3. Delivery of Possession and Control to the Owner.

- a. *Upon written request of the Owner, the Contractor shall deliver to the Owner full possession and control of any portion of the Project provided the Contractor shall have been paid at least ninety percent (90%) of the cost of the work of such portion. Upon such delivery of possession and control to the Owner, the risks and obligations of the Contractor as set forth in Section 1(e) of this Article IV with respect to such portion so delivered to the Owner, shall be terminated:*

Provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to unsuitable workmanship as specified in Article II, Section 4.

- B** *Where the R/W Clearing of a Section as hereinbefore defined in Article II, Section 1 (c) and Article III, Section 1 (d) shall have been completed by the Contractor, the Owner agrees, after receipt of a written request from the Contractor, to accept delivery of possession and control of such Section upon having inspected the Section and having found the work acceptable. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1 (e) hereof with respect to such Section so delivered to the Owner shall be terminated. Provided, however, that nothing herein contained shall relieve the Contractor of any liability with*

respect to unsuitable workmanship as specified in Article II, Section 4 hereof.

Section 4. Assignment of Guarantees ~ All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner prior to the time the Contractor receives final payment for any Section.

Article V--Remedies

Section 1. Completion on Contractor's Default ~ If default shall be made by the Contractor or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor a written notice requiring the Contractor to cause such default to be corrected forthwith.

Unless within twenty (20) days after the service of such notice upon the Contractor and the Surety, if any, such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made, the Owner may take over the work on the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any cost or expense in excess of the contract price occasioned thereby.

The Owner in such contingency may exercise any rights, claims, or demands which the Contractor may have against third persons in connection with this Proposal and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

Section 2. Liquidated Damages ~ The time of the Completion of Clearing is of the essence of the contract. Should the Contractor neglect, refuse or fail to complete the clearing within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such monies which may be then due, or which may become due and payable to the Contractor the sum of NA dollars/per day for each and every day that such work is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty.

Section 3. Cumulative Remedies ~ Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provision of Section 2 of this Article shall be the exclusive measure of damages for failure by the Contractor to complete the clearing within the time herein agreed upon.

Article VI--Miscellaneous

Section 1. Definitions.

- a. The term "Engineer" shall mean the engineer employed by the Owner to provide engineering services for the Project and said Engineer's duly authorized assistants and representatives. The term "Engineer" will mean "Owner" if the Owner chooses to perform the work in-house and not employ an Engineer.
- b. The term "Completion of Clearing" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof.
- c. The term "Completion" shall mean full performance by the contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof relating to any Section of the Project or to the Project.

Section 2. Patent Infringement ~ The Contractor shall save harmless and indemnify the owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

Section 3. Permits for Explosives ~ All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Contractor.

Section 4. Compliance with Statutes and Regulations ~ The Contractor will comply with all applicable statutes, ordinances, rules, and regulations pertaining to the work. The Contractor acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the so-called "Kick-Back" Statute (48 Stat. 948), and regulations issued pursuant thereto, and 18 U.S.C. Secs. 286, 287, 1001, as amended. The Contractor understands that the obligations of the parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the premises.

Section 5. Equal Opportunity Provisions.

- a. Contractor's Representations ~ The Contractor represents that:
It has X does not have 100 or more employees, and if it has, that it X has not furnished the Equal Employment Opportunity --- Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontractor for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100. The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify, the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

- b. *Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees as follows:*
- (i) *The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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, 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 setting forth the provisions of this Equal Opportunity Clause.*
 - (ii) *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, sex, or national origin.*
 - (iii) *The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
 - (iv) *The 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.*
 - (v) *The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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.*
 - (vi) *In the event of the Contractor's noncompliance with the Equal Opportunity Clause 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 the Contractor may be declared ineligible for further 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 the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.*
 - (vii) *The Contractor will include this Equal Opportunity Clause 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 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (c) **Certificate of Non-Segregated Facilities.** The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

Section 6. Franchises and Rights-Of-Way ~ The Contractor will be under no obligation to obtain or assist in obtaining any franchises, authorizations, permits, or approvals required to be obtained by the Owner from Federal, state, county, municipal or other authority; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the construction and operation of the Project.

Section 7. Non-Assignment of Contract ~ The Contractor shall not assign the Contract effected by an acceptance of this Proposal or any part thereof or enter into any contract with any person, firm or corporation for the performance of the Contractor's obligations thereunder, or any part thereof, without the approval in writing of the Owner.

Section 8. Extension to Successors and Assigns ~ Each and all of the covenants and agreements contained in the Contract effected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto.

Section 9. Independent Contractor ~ The Bidder shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

Section 10. Acceptance by the Owner ~ The acceptance of a Proposal shall become effective the date of acceptance by the owner.

Description of Units

Right-of-Way Clearing Units:

This is a lump sum, "Clear by Circuit" contract and includes hourly rates as described within this proposal and attached exhibits/attachments.

Specifications

In preparing the right-of-way, trees shall be removed, underbrush cleared, and trees trimmed so that the right-of-way shall be clear from the ground up or as specified. Trees fronting each side of the right-of-way shall be trimmed symmetrically unless otherwise directed by the Owner. Dead trees beyond the right-of-way which would strike the line in falling shall be removed. Leaning trees beyond the right-of-way which would strike the line in falling and which would require topping if not removed may be removed or topped at the direction of the Owner.

The right-of-way shall be cleared in accordance with the instructions in the preceding paragraph and **in addition as specified by the exhibits/attachments to this contract.**

Contractor agrees to abide by and follow specifications per all attachments/exhibits to this contract.

The exhibits/attachments included in this contract along with this contract represent the agreement in its entirety between the parties. No other outside agreements whether spoken or written are a part of this contract.

Distribution Right-of-Way Clearing Prices (Circuit Bid)

The following circuit bid price shall be a firm, lump sum price regardless of the actual mileage encountered by the contractor while doing work on the circuits. The contractor affirms that the company has examined the required work in

the field and accepts the lump sum prices regardless of the actual mileage encountered while performing the work.

Substation	Circuit Bid	Circuit Name
Cabin Hollow	\$238,000.00	Cedar Grove

Distribution Right-of-Way Clearing Prices
(Hourly)

Item #1: Three Man Bucket and Chipper Crew (Foreman, Trimmer and Groundman) with necessary tools, saws and equipment.

The Price per hour for Item #1 = [REDACTED]/hour

Item #2: The Owner may request other combinations of manpower and equipment for hourly work rather than what is listed in Item #1. Shown below shall be the hourly prices that shall apply:

LABOR AND EQUIPMENT HOURLY RATES

<u>Item</u>	<u>Rate</u>
Foreman	[REDACTED]
Climber	[REDACTED]
Groundman	[REDACTED]
Notifier	[REDACTED]
4x4 Pickup	[REDACTED]
Bucket 70ft	[REDACTED]
Bucket	[REDACTED]
Split Dump	[REDACTED]
Chipper	[REDACTED]
Jarraff	[REDACTED]
Basil (\$/oz)	[REDACTED]

Additional Stipulations concerning Hourly Work and Prices:

Overtime shall be at a rate of 1.5 times the regular hourly rate. Overtime shall be paid for work that the Owner requests, which exceeds 40 hours in a week or is outside the normal working hours. Any work performed on Owner approved holidays or Sundays shall be at a rate of 1.5 times the regular hourly rate.

In all circumstances, overtime is only applied to labor and not to equipment.

The contractor will be reimbursed for any reasonable meal and lodging expenses while working storms, but only those expenses which the Owner approves.

If the Owner requests the Contractor to bring in extra temporary (off system) workers and equipment for emergency situations such as storm restoration, the Owner and Contractor shall negotiate rates and any special terms/conditions for those extra workers and equipment at the time the request is made unless other arrangement are agreed to in advance by the parties of this contract. All other terms/conditions applying to any temporary workers or equipment not changed by mutual agreement of the parties in writing shall be as stated in this contract and the attachments/exhibits hereto which are made a part of this contract.

The Contractor will provide a General Foreman or a Lead Contact Person on all lump sum bids that will be the single point of contact for the Owner's ROW Coordinator until the project is completed. There will be no charge to the Owner for this service. Normal hourly crews will not require a general foreman on most occasions since daily crew placement will be handled by the Owner's ROW Coordinator. If the ROW Coordinator requests additional help from a General Foreman, he/she will charge billable hours at the rate shown in the table above to the same account as the normal crews subject to the ROW Coordinator signing off on the time sheets. The overtime rate and conditions for when overtime is paid (emergency/storm work, etc.) for the General Foreman shall be as described above for other contract workers. Any billable hourly work for a General Foreman must be pre-approved and requested by the Owner.

The Contractor shall provide a qualified Safety Person to check on the crews at no charge to the Owner. The schedule for checking crews will be determined by the Contractor.

It is understood by both parties that the hourly rates included in this contract are complete charges and there is not an extra charge per man (Per Diem) of any kind.

The General Foreman shall have a pickup truck and cell phone. There shall be no charge to the Owner for this.

Each Crew Foreman shall have a cell phone. There shall be no charge to the Owner for this.

All crews shall be equipped with all necessary saws, climbing gear, safety equipment and other necessary tools and equipment for right-of-way clearing work. There shall be no

charge to the Owner for this. The only manpower and equipment charged for shall be as shown in the table above.

The number of and type of personnel and equipment making up each crew shall be determined by the Owner. The Contractor agrees to furnish manpower and equipment to the best of his ability to meet the needs of the owner. The Contractor understands and accepts the fact that the Owner reserves the right to terminate the contract for any reason at any time and that there is no guarantee of any specific types or amounts of work.

ATTEST:

Phillips Tree Experts, LLC

Bidder

Taylor Frederick
Secretary

[Signature]
President

Dated:

12/16/21

Address

This Proposal must be signed with the full name of the Contractor. If the Contractor is a partnership, the Proposal must be signed in the partnership name by a partner. If the Contractor is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

ACCEPTANCE

The Owner hereby accepts the foregoing Proposal of the Bidder, **Phillips Tree Experts, LLC**, for the right-of-way clearing of the following:

- Type "A" Circuit/Substation Bid Work as defined by this contract and the attachments hereto.
- Hourly work as defined by this contract and the attachments hereto if requested and commissioned by the Owner.

South Kentucky RECC

Owner

By:

[Signature]

Manager / CEO

[Signature]
Secretary
COO

12/13/21

Date

EXHIBIT A

**Bid Instructions and Other Requirements (Right of Way Contract Bidding)
for South KY RECC**



EXHIBIT A: Bid Instructions and Other Requirements for Right of Way “Circuit Bidding” for South Kentucky Rural Electric Cooperative Corporation (SKRECC) (for 2022 and 2023 work)

July, 2021

General Information:

Owner: South Kentucky Rural Electric Cooperative Corporation
200 Electric Avenue
Somerset, KY 42501
Telephone: 606-678-4121

Consultant: Steve Conover, Distribution Consultant
Patterson & Dewar Engineers, Inc.
75 Holt Rd.
Jamestown, KY 42629
Telephone (606) 872-3501
sconover@pdengineers.com

This bid process is for “circuit bid” (lump sum) type work as defined below. Hourly prices will also be requested for occasional miscellaneous work which may arise that is outside the scope of the circuit bid tasks. Please see Exhibit B for more information on when hourly prices can become applicable. Bids will be evaluated based on adding the lump sum bid for each circuit to the expected hourly cost for each circuit. The number of expected hours for each circuit will be estimated by SKRECC and applied to bids after they are received. Therefore, it is important to provide competitive bids for both lump sum and hourly work. The following circuits are being bid per the above criteria (lump sum bid + expected hourly costs) for work in the years of 2022 and 2023:

<u>Substation</u>	<u>Circuit Name</u>	<u>Miles</u>	<u>Work Year</u>
Cabin Hollow	Rush Branch	61.2	2022
Cabin Hollow	Cedar Grove	40.3	2022
Wiborg	Greenwood	119.2	2022
Wiborg	Beulah Heights	67.7	2022
Zula	Susie	45.2	2022
North Albany	Town	12.1	2022

North Albany	Burkesville	20.5	2022
North Albany	Clinton County	4.6	2022
South Albany	Adam's Dock	50.2	2022
South Albany	Downtown	3.1	2022
Mt. Victory	To Mt. Victory	75.0	2023
Nelson Valley	Stilesville	50.3	2023
Nelson Valley	Eagles Nest	14.9	2023
Nelson Valley	Rainbow Terrace	14.7	2023
Slat	Parnell	103.2	2023
Russell Springs	Hails Highway	59.8	2023
Windsor	Caintown	120.9	2023
Upchurch	Grider Hill	86.3	2023
Sewellton	Highway 55	108.5	2023

Substation Location Information:

Cabin Hollow	50 Commerce Lane, Somerset, KY 42501
Wiborg	162 Beulah Heights Road, Whitley City, KY 42653
Zula	191 HWY 1009 N, Monticello, KY 42653
North Albany	1028 Third Street, Albany, KY 42602
South Albany	235 West Harper Lane, Albany, KY 42602
Mt. Victory	2444 Old Whitney Road, Somerset, KY 42501
Nelson Valley	134 Stilesville Road, Somerset, KY 42501
Slat	101 Whispering Pines, Monticello, KY 42633
Russell Springs	64 Old Sano Road, Russell Springs, Ky 42642
Windsor	1905 Highway 80, Windsor, KY 42565
Upchurch	594 Wray Ridge Road, Albany, KY 42602
Sewellton	44 Highway 55, Jamestown, KY 42629

The mileages shown above are only approximate and represent an estimate of primary line mileage. However, some trimming of secondary and service lines will be required as part of the work, and no extra monies are paid for that. Please see Exhibit B for more information. It will be the responsibility of the contractor to look at each circuit before submitting a bid, and circuit bids will be firm and binding regardless of the actual mileage encountered. No changes will be made on the Circuit Bid prices.

Pre-Bid Submissions:

- In order to be considered for inclusion on the Right of Way Bid List for this contract bidding you must execute and submit the following documents included in the Pre-Bid Package. These documents must be received per the instructions stated herein **on or before 3:00 PM (Eastern Time) July 23, 2021.**

- Exhibit C ~ Contractor's Acceptance of Requirements and Intent to Bid
 - Exhibit D ~ Certificate of Non-Segregated Facilities (Equal Opportunity Employment Certification)
 - Exhibit E ~ Debarment Certification
 - Exhibit F ~ Certification for Contracts, Grants, Loans, and Cooperative Agreements
 - Exhibit G ~ SKRECC Pre-Bid Questionnaire
- The Following documents are provided to the contractor as an aid in filling out the Pre-Bid materials and include terms and conditions that the contractor must agree to by executing Exhibit C. These documents do not need to be returned but they may be included as attachments/terms to the final contract:
 - Exhibit A ~ Bid Instructions and Other Requirements (This Document)
 - Exhibit B ~ SKRECC Additional Right-of-Way and Contract Specifications
 - Exhibit I ~ Example Contract (Modified RUS 201)
 - Note: Exhibit H is not included in the pre bid package and not needed by the contractor for a pre bid submission. This is an exhibit used later in the process for a bid Invitation and additional bidding instructions if necessary.
 - Pre Bid materials shall be submitted to the "Consulting Engineer" (Patterson & Dewar Engineers, Inc.), via email to sconover@pdengineers.com (Steve Conover). Please make high quality electronic scans of all PDF documents and save the spreadsheet (Exhibit G) in its original format. Emailing these documents is all that is required for a pre bid submission.
 - All questions and requests should be addressed to the Consulting Firm of Patterson & Dewar Engineers, Inc. via e-mail to sconover@pdengineers.com (Steve Conover).

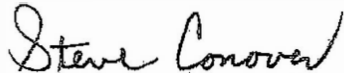
If You Are Chosen as a Bidder:

- If you are chosen for inclusion on the Bidder List, you will later be invited to submit bids for Right-of-Way work for SKRECC. The following is provided to the contractor to aid in understanding the general scope of the upcoming work; however, SKRECC reserves the right to change any of the following items at its sole discretion.
- It is anticipated that **sometime on July 26th, 2021** that contractors will be informed as to whether or not they have been accepted as a bidder. After being accepted, bidders can go by the South KY RECC office in Somerset, KY and pick up maps of the circuits to bid. Please contact Don Bethel at 606-872-3087 and make arrangements for picking up the maps.
- SKRECC will hold a **Zoom meeting** with all selected bidders before bids are due. Contractor attendance will be mandatory. SKRECC will give as much notice as reasonably possible if the

date changes, but the date for the meeting is currently scheduled for **July 30th, 2021, beginning at 10:00 AM (Eastern Time)**. Unless SKRECC informs the contractor otherwise, this will be the time and date for the meeting. An invitation for the Zoom meeting will be sent out sometime after a contractor is accepted to bid.

- Bids must be submitted to Steve Conover of Patterson & Dewar engineers via a spreadsheet that must be sent to sconover@pdengineers.com . The spreadsheet will be provided to the contractors at a later date. **The bids are due by August 31st, 2021 before 3:00 PM Eastern time.**
- Along with the bid spreadsheet, bidders are required to submit a MS Word document that gives a thorough description of the manpower and equipment that they plan to use for each of the circuits if they are awarded the work. If the manpower and equipment is to be exactly the same for all circuits, this should be stated. If the manpower and equipment will vary from circuit to circuit, please list it for each individual circuit in the MS Word document. Note: This information is being requested by SKRECC for planning purposes. Please be thorough and complete in your response to this request.
- The Bid Spreadsheet and the above mentioned MS Word Document are all that is required to submit a bid, unless additional information is requested at a later date.
- **SKRECC reserves the Right to reject any or All Bids at its sole discretion.**
- All questions and requests should be addressed to the Consulting Firm of Patterson & Dewar Engineers, Inc. via e-mail (To sconover@pdengineers.com Steve Conover).
- The required contract work **must be completed by November 30th of the year the work is scheduled to be done.** The contractor may begin work once the contract is signed and SKRECC gives them permission to start.
- Once a contract is signed, the contractor shall begin work very soon and work on a schedule, acceptable to SKRECC. The contractor shall keep the required crews present and working on the SKRECC system until the work is completed. The contractor shall not remove crews for work at other utilities unless permission is granted by SKRECC to do so.
- Bid prices shall be such that they uniformly can be used for all work encompassing both energized and de-energized conditions.
- The manpower schedule that the contractor will be required to meet after contracts are signed is as follows:
 - Circuit Bid Crews: The number of crews needed will be determined by the number of crews required to complete the assigned work within the allotted time **(before November 30th of the year for which the work is scheduled).**
 - All crews must have the necessary equipment and manpower for the type of work being done. SKRECC shall have the right to determine the adequacy of equipment provided by the contractor, and the contractor must make necessary adjustment to manpower and equipment at the discretion of SKRECC.
 - SKRECC reserves the right to award bid work to multiple contracting companies.
 - Any contractor who is awarded circuit bid work will be required to provide manpower and equipment consistent with getting the work done on time and as directed by SKRECC.
 - Please see Exhibit B for additional information.

- Circuit bid contracts will be per RUS Form 201 with amendments applicable to SKRECC requirements and will include attachments thereto containing special terms and conditions applicable to SKRECC.
- Other RUS Documents could be required in the Contract.
- The successful bidders must be prepared to coordinate with SKRECC to complete required contracting documents and **start working early in the years for which the work is scheduled.**
- An orientation conference meeting will be held with the successful bidder/s at a time to be specified by SKRECC. The purpose of this meeting will be to review the schedules, establish procedures for handling staking sheets and other documents, and review required procedures, which includes the processing of payments to the contractor.
- During the entire process each proposal will be evaluated with **Safety, Reliability, Economic Value and ability of the contractors to successfully accomplish the work within the allotted time frames.**



Steve Conover
Senior Distribution Consultant
Patterson & Dewar Engineers, Inc.

EXHIBIT B

**South Kentucky RECC's Contractor Right-of-Way Specifications and
Additional Contract Specifications**

Exhibit B ~ South Kentucky RECC (SKRECC) Right-of-Way Specifications and Additional Contract Requirements

1. The information within this document pertains to four types of right-of-way work applicable to SKRECC; however, this contract only includes Type A work with some Type C work possible when requested by SKRECC. Types B and D work will not be included in this contract.

1.1 Circuit Bid Clearing and Stump Treating (Type A work)

1.2 Circuit Bid Herbicide Spraying (Type B work)

1.3 Hourly Clearing and Stump Treating (Type C work)

1.4 Hourly Herbicide Spraying (Type D work)

2. The actual contract which will be executed with the successful bidder/s will be determined by SKRECC based upon the work awarded. The contracts used may be a modified RUS 201 or other SKRECC standard contracts. All contracts used may also have attachments/exhibits from the bid process documents which will become part of the contracts.

3. The number of crews and crew makeup initially required by SKRECC for Type C and D listed above will be determined by SKRECC at a later date. Please see Exhibit A for a rough estimate of the amount of each type of work that SKRECC anticipates. SKRECC reserves the right to split the contract work and award parts to multiple bidders based solely upon SKRECC's evaluation of the bids received.

4. All specifications and requirements herein are applicable to all four types of work listed above unless otherwise noted. References to any type of mechanical cutting or clearing activities are not applicable to Type B and Type D crews since these crews will be used only for herbicide applications.

5. Type A and Type C crews consists of ground clearing and side trimming of woody species to the specification stated herein. The Type A and Type C crews are also required to effectively stump treat everything cut with herbicide, except for cuts made by bushhogging. Type A crews

must furnish the stump treatment spray consisting of a herbicide mixture listed in paragraph 7.3 as a part of the circuit bid. Type C hourly crews will be responsible for the care and use of the stump spray herbicides listed in paragraph 7.3 as well but will be reimbursed for the herbicides at the time of use. All stump treatment herbicides amounts paid must be pre-approved by SKRECC. Note: The term "herbicides" as used in this document includes any surfactants (whether specifically stated or not) that may be required and appropriate for a given application at the discretion of SKRECC.

6. On all Type A and Type B work, the contractor must complete the circuit and/or section being worked on before moving on to another circuit and/or section, unless permission is granted by SKRECC to proceed otherwise. The contractor shall only proceed to new circuits and/or sections after permission is granted by SKRECC.

7. All herbicide applications must follow label directions and be in accord with all state or federal regulations governing licensed applicators. Please note the following concerning herbicide requirements for type B and type D crews bidding on SKRECC contracts:

7.1 The contractor must furnish the herbicides used on all circuit bid herbicide spraying work as a part of the contractor's circuit bid price. SKRECC does not pay the contractor any extra above the circuit bid price for herbicides used on circuit bid herbicide spraying work.

7.2 SKRECC shall reimburse the contractor for the cost of herbicides applied by hourly herbicide spraying crews. All amounts paid by SKRECC for herbicides must be pre-approved by SKRECC for hourly crews.

7.3 The herbicide mix to be used shall be as follows. The contractor may suggest different herbicides, but the final decision shall be at the discretion of SKRECC. In all cases the kill rates and guarantees mentioned below are applicable. Surfactants used must be consistent with the chosen mix to provide the required results and pre-approved by SKRECC

Stump treatment mixture: Garlon 4 Ultra, 20% Milestone, 1%, Stalker, 1%, Basal oil.

Foliar spray tank mix: Vastlan (Dow AgroSciences) (EPA # 52719-687), applied in accordance with all state and federal regulations, and in a manner to achieve the required kill rate as stated below.

The contractor may suggest other mixes, but any change requires the approval of SKRECC.

For all herbicide applications work, all unwanted woody species within the right-of-way area described in the specifications herein are to be treated with the herbicide and/or herbicide mixtures, and the contractor shall guarantee ninety percent (90%) coverage, control, and effective "kill" rate of the unwanted species. This active effective coverage, control, and "kill" rate shall be determined the following growing season by SKRECC appointee(s). If the contractor does not achieve this quantity and quality of coverage, control, and effective "kill" rate, then it shall reapply the herbicide and/or herbicide mixtures at no additional cost to SKRECC. This procedure will be repeated until the required percent coverage, control, and "kill" rate is achieved as determined by SKRECC's appointee(s).

8. Circuit bid prices shall be firm prices and will not be adjusted for any reason, including more or less mileage encountered by the contractor. Estimated mileages furnished by SKRECC are only rough estimates and it is the responsibility of the contractor to take this into account when bidding on circuits. The approximate mileage given for the substations to be cleared are for primary line miles and do not include secondary or service wire mileage. However, all secondary and service wires are to be cleared and included as a part of the contractor's circuit bid price. Bare secondary lines of less than 600 volts shall have a minimum trim clearance of ten (10') ft. Tree limbs around insulated secondary and service wires shall also be trimmed to provide a minimum clearance of

three foot (3') radius to prevent abrasions to the conductor insulation. Any dead trees within falling distances of a bare secondary or service conductor should be brought to the attention of SKRECC's Field Supervisor so it can be removed at his/her discretion.

9. Hourly bid prices shall be firm and not adjusted for any reason during the contract period.

10. Performance bond requirements shall be as defined in the modified RUS 201 contract document.

11. All forms of mechanical equipment (including aerial trimming equipment) will be allowed if the contractor complies with all requirements of the contract and meets all applicable safety and occupational requirements, including those of OSHA. However, SKRECC shall have the right to disallow certain equipment (including aerial trimming equipment) in residential area and other areas as the cooperative deems necessary. Areas of the system and equipment allowed within them will be on a case by case basis at the discretion of SKRECC.

12. SKRECC requires contractors to perform random drug testing of all employees – not just CDL drivers.

13. The Contractor will provide a General Foreman or a Lead Contact Person on all lump sum bids that will be the single point of contact for SKRECC's ROW Coordinator until the project is completed. There will be no charge to SKRECC for this service. Normal hourly crews will not require a general foreman on most occasions since daily crew placement will be handled by the SKRECC ROW Coordinator. If the ROW Coordinator requests additional help from a General Foreman, he/she will charge billable hours at the hourly rate agreed to in the final contract to the same account as the normal crews, subject to the ROW Coordinator signing off on the time sheets. The overtime rate agreed to in the contract and conditions for when overtime is paid (emergency/storm work, etc.) for the General Foreman shall be as described in the final contract for other contract workers. Any billable hourly work for a General

Foreman must be pre-approved and requested by SKRECC.

14. SKRECC has a strong interest in the safety of employees and the general public. This same interest is expected to be maintained by anyone that works as a contractor for this utility. SKRECC will require that ALL contractors follow rules that meet or exceed all of those set forth by the most current NESC (National Electric Safety Code), and all other applicable state and federal laws.

15. SKRECC reserves the right to stop the contractor's work immediately if SKRECC becomes aware that the contractor is in violation of any of the above mentioned safety requirements, and SKRECC reserves the right to terminate the contract due to safety concerns or other any other concerns at its sole discretion. SKRECC further reserves the right to inspect contractor work sites at its discretion.

16. The contractor is required to furnish SKRECC with all documentation pertaining to safety training and certification on a quarterly basis. This information will be mailed or delivered to SKRECC's designated employee by the first day of the month in each quarter. Contractor will also provide training records and qualifications of their employees prior to employees commencing work on SKRECC's system. SKRECC reserves the right to deny access and permission to work on SKRECC's system to any contractor employee due to insufficient training and or qualifications for work assignment. SKRECC reserves the right to deny access to and permission to work on SKRECC's system to any person that SKRECC deems to have an unsafe work history or substandard work procedures.

17. SKRECC will make a quarterly assessment of completed work. SKRECC reserves the right to require adjustments to manpower and equipment to crews at its sole discretion in order to meet the completion deadlines or to achieve other goals of SKRECC. Manpower and equipment adjustments are at the sole discretion of SKRECC.

18. SKRECC reserves the right at any time to determine that a contractor previously qualified is no longer qualified to perform the work or any part

of the work.

19. Contractor agrees to use Contractor's best efforts to perform the required tasks on SKRECC's right-of-ways located within the area served by SKRECC. Contractor must furnish all necessary equipment, qualified personnel, labor, and qualified supervision sufficient to properly and timely perform the required right-of-way tasks in those portions of the Area designated from time to time by SKRECC. Contractor is responsible for performing all maintenance and repairs on such equipment necessary to keep it in safe operating condition. Contractor shall provide any documentation requested by SKRECC including but not limited to employee training records and Contractor safety rules.

20. Contractor hereby acknowledges that it is an independent contractor for SKRECC and meets all necessary legal requirements to perform the tasks for which the Contractor places bids for at SKRECC. Contractor shall be free to determine and control its time, energy and skill to perform the work in accordance with the Agreement during Contractor's regular business hours, except that work shall not occur before 7:00 a.m., or after 6:00 p.m., or on Sundays, or legal holidays unless approved in advance by SKRECC.

21. Contractor acknowledges that SKRECC, in reliance upon the Agreement, is not withholding any taxes from sums paid to Contractor as compensation for services rendered under the Agreement. Additionally, Contractor acknowledges that SKRECC is not carrying workers compensation coverage or unemployment insurance coverage on Contractor or Contractor's employees due to the independent Contractor nature of the relationship. In the event Contractor should be adjudged not to be an independent Contractor, Contractor will indemnify SKRECC for any additional expenses resulting from such ruling.

22. Contractor agrees to perform all work to the complete satisfaction of SKRECC, in a workmanlike manner and of quality consistent with industry standard practices, and in accordance with all federal, state, municipal, county, and other local laws, ordinances, and regulations applicable to said work.

23. Contractor must investigate and use its good faith efforts to attempt to settle all valid complaints for damages caused by its work from equipment, employees, or otherwise. These complaints will be given immediate attention, and all efforts shall be made to effect a prompt settlement of valid complaints by the Contractor.

24. Contractor is to use diligence to not damage SKRECC's electric facilities or other facilities in discharging their duties. If there are damages caused by the contractor, to consumer or SKRECC facilities, the contractor may be invoiced for the damages or the outage.

25. Contractor agrees to see that all personnel are courteous, polite, and present a favorable image to the public. All representations made to the public will be truthful and honest to the best of Contractor's ability.

26. Contractor acknowledges that he/she does not represent SKRECC and has no authority to obligate SKRECC for any payment or benefit of any kind to any person.

27. Contractor agrees to defend, pay on behalf of, and hold harmless SKRECC and its directors, officer, agents, members and employees, from all claims, demands, causes of action, damages, costs, or liabilities, in law or in equity, of every kind and nature whatsoever, including but not limited to those brought by employees of Contractor or its subcontractors, and those brought as a result of any interruption, discontinuance, or interference with SKRECC's service to any of its customers, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this proposal by Contractor its directors, officers, agents, employees, and subcontractors. Contractor agrees to defend and pay all costs in defending these claims, demands, causes of action, damages, costs, or liabilities, including attorney's fees, and Contractor shall also reimburse SKRECC for any and all legal and other expenses incurred by SKRECC in connection therewith. Furthermore, Contractor agrees to maintain public liability and property damage insurance (including automobile public liability and property damage insurance) to cover the obligations

set forth above.

28. The Contractor's insurance policy must state that Contractor has contractual liability coverage and that SKRECC has been added as an additional insured and included as a certificate holder. Contractor and any subcontractor shall carry workers' compensation insurance as required by law. SKRECC shall receive a minimum thirty (30) day notice in the event of cancellation of insurance required by the agreement. Contractor shall furnish a certificate of insurance to SKRECC showing that the above obligations and requirements are provided for by a qualified insurance carrier, and showing SKRECC as an additional insured on such insurance annually prior to January 1 of the insured calendar year. It shall be the contractor's responsibility to provide SKRECC with a new proof prior to the expiration of the current proof.

29. The Agreement is for a period of time as defined within the contract executed by the parties. The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.

30. Contractor shall identify its equipment and employees as a contractor for SKRECC. Contractor will comply with any identification requirements which may be imposed by Public Service Commission regulations or other law, and also any reasonable requirements which may be imposed by SKRECC. Contractor's vehicles shall be identified with a company logo that is legible. Magnetic signs furnished by SKRECC (one set per vehicle) stating "Contractor for South KY RECC" or equivalent shall be displayed at all times when at a work site.

31. The contractor shall pay any penalties associated with violations cited by any governing authority (i.e. Public Service Commission, OSHA, etc.).

32. The Agreement shall be governed by the laws of the State of Kentucky. Any lawsuits related to the Agreement shall be brought in the Pulaski County, Kentucky state courts.

33. No amendment or variation of the terms or conditions of the Agreement shall be valid unless in writing and signed by the parties. The

Contract executed by the parties and attachments thereto constitutes the entire Agreement between the parties regarding the subject matter hereof, and all other prior written or oral communications of any nature whatsoever are hereby merged into and superseded by the Agreement. The parties acknowledge that there are no other oral or written understandings, arrangements and/or agreements between the parties relating to the subject matter of the Agreement.

34. A waiver of any of the terms and conditions of the Agreement shall not be construed as a general waiver by any party, and such party shall be free to reinstate any such term or condition, with or without notice to the other parties.

35. Any headings used as part of the Agreement are for the convenience of the parties and are not to be construed as part of the Agreement.

36. In the event that any portion of the Agreement may be held to be invalid or unenforceable for any reason, it is agreed that said invalidity or unenforceability shall not affect the other portions of the Agreement, and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable.

37. If conflicting information or requirements is found in any of the contracting documents, the most stringent requirements for the contractor shall prevail unless SKRECC deems otherwise.

38. The rights of the parties under the Agreement are personal and not assignable.

39. Contractor agrees to pay SKRECC's reasonable expenses, including attorneys' fees and costs, incurred by SKRECC in enforcing the terms, conditions, and provisions of the Agreement.

40. SKRECC will furnish a ROW Coordinator to oversee all aspects of line clearing while contract crews are working on SKRECC's system. Any

and all questions that may arise should be brought before this designated person for resolution.

41. SKRECC will furnish systems maps to the contractor's ROW foreman or supervisor for the purpose of locating and recording all work done on SKRECC's system. After work has been completed in a particular area the maps shall be returned to SKRECC's ROW Coordinator.

42. Some crews will also have the opportunity to remove previously left yard trees and "off right-of-way" danger trees on an hourly basis. However, SKRECC shall have the final choice on whether or not to remove such trees. The contractor must contact SKRECC for a decision before commencing on clearing such trees.

43. Equipment must be maintained in good condition and with little or no oil leaks. SKRECC shall have the right to require that equipment which does not meet the approval of SKRECC be replaced. The decision of SKRECC shall be final.

44. Personnel must be "presentable" to the public. SKRECC shall have the final decision on any questions arising in this area of the contract.

45. Contractor shall perform 100% of the work directly without using subcontractors unless approval is granted by the SKRECC's ROW Coordinator.

46. The contractor must provide a written report to the SKRECC Field Supervisor for any OSHA reportable injury or violation, and any "near-miss" incident or accident must be promptly reported to the SKRECC Field Supervisor within one hour of occurrence.

47. Contract crews may be inspected by SKRECC's ROW coordinator or other SKRECC personnel on a routine basis.

48. SKRECC staff has the right to conduct site-visits of project areas on a routine basis.

49. Contractor invoicing for hourly work shall be submitted monthly (for previous month's work); and said invoice may be submitted electronically and paid electronically. Time sheets for hourly crews should be submitted weekly so invoicing can be paid in a timely manner. Payments from SKRECC will generally be made on or before the tenth of each month after receipt of invoice but payment of sections of circuit cutting will be paid after an inspection of the work has been made by a representative of SKRECC and all follow up work has been completed.

50. SKRECC requires the contractor to submit completed circuit bid work invoices in 25% increments.

51. SKRECC's ROW Coordinator will strive to provide answers to contractor questions and/or requests in a timely manner (usually within two or three business days). Any questions regarding acceptable methods of performing work shall be directed to SKRECC, and SKRECC will have the final determination on what is deemed acceptable.

52. Each crew shall have a cell phone furnished by the contractor or some other means of communication that SKRECC can use to contact them at all times. In the case of cell phones, the phone numbers shall be given to SKRECC's ROW Coordinator and said phone numbers kept current.

53. Each crew shall have tracking equipment installed on vehicles and SKRECC shall be given access to be able to see vehicle locations.

54. At least one contractor employee capable of speaking fluent English shall be on each job site at all times when the contractor is working.

55. Each crew must inform the ROW Coordinator or the SKRECC dispatcher of their location on the system each morning before beginning work and before departing at the end of each day.

56. Contractors may not park trucks on SKRECC property. Contractors may not park at substation property owned by East Kentucky Power

(EKP) without written permission from EKP.

57. SKRECC provided locks are installed on many “locked-gates”; contractor must not cut locks or chains unless permission is granted by the SKRECC ROW Coordinator.

58. Contractor will not perform or solicit any type of private tree trimming work on the customer’s property while actively engaged in performing work for SKRECC under contract until all work on the circuit is completed.

59. Disposal of wood residue such as brush, wood, large sections of tree trunks, large limbs, wood chips and other such products produced or generated by working on SKRECC’s system shall not obstruct roads, paths, or waterways. Disposal of said residue shall be the sole responsibility of the contractor and at approved locations. All disposal costs shall be included in the cost submitted on the SKRECC bid. When approved by property owners, logs and brush may be left or the chipped wood may be blown onto the property where the wood residue originated. This is the preferred scenario.

60. SKRECC has some lines within the Daniel Boone National Forest. Brush that is trimmed or cut in these areas shall be mulched down flat or mowed to less than two feet high. Windrows or brush are not allowed because of the concern of hot spots in case of fire. Also, if the ground is disturbed because of equipment being hung or other ground disturbance actions it shall be seeded and strawed to prevent erosion.

61. No trash (i.e. lunch sacks, cans, containers, etc.) or other non-wood residue shall be deposited and disposed of with chips collected from tree trimming operations. Crews are also required to leave their work area as clean as when they arrived with all trash disposed of properly.

62. Power outages caused by workers dropping limbs or trees on to energized lines are unacceptable and precautions shall be taken to make sure this does not happen. In the unlikely event that it does happen, SKRECC has the right to bill the contractor for the cost of repairs and

service restoration and any personal injury or property damage.

63. Contractors shall make available its crews for emergency work as determined by SKRECC, day or night, weekends, holidays, or during any natural or man-made disasters. The contractor shall furnish SKRECC the name and telephone number of the person to contact for emergency crews.

64. SKRECC Retains the Right to Reject Any or All Proposals Submitted in Response to this contract.

65. On multiphase lines, SKRECC's current requirement is 45 feet total width. This is the equivalent of 22.5 feet clearance on each side of the centerline. On single phase lines, SKRECC's current requirement is 30 feet total width. This is the equivalent of 15 feet on each side of the centerline. These distances are ground to sky unless permission to do otherwise is granted by SKRECC. Common sense would dictate that not all of SKRECC's existing lines can be cut to this exact specification, and in some circumstances, it will only be possible to clear the ROW back to the original corridor, which may be less than the current requirements. In any instance where large trees would need to be removed in order to meet SKRECC's current ROW specifications, SKRECC will pay the contractor hourly wages for the extra clearing work. Any questionable situation such as this must be directed to SKRECC's ROW Coordinator or his/her designee before work proceeds.

66. All limbs overhanging the primary line right of way corridors shall be removed by the contractor unless SKRECC gives permission in specific instances to reduce this requirement. The contractor must take this into consideration when bidding on SKRECC right of way work and adjust bid prices accordingly. The contractor may occasionally suggest reducing this requirement in specific instances, but SKRECC shall have the final decision on each situation.

67. All woody stem vegetation will be cut as close to the ground as practicable, but not to exceed three inches (3") above ground line. The cuts shall be made parallel with the ground.

68. If permission from the landowner is granted to remove a previously left yard tree which poses a threat to the power lines, SKRECC may choose to pay the contractor (or another contractor) hourly wages to remove the tree. Permission from SKRECC to remove the tree must be granted in each instance. All trees and woody brush located within the confines of what is considered to be the yard of homes or businesses will require that all brush be chipped or removed unless specific instructions are obtained from the land owner to leave the brush/wood onsite. In certain instances chips may be blown directly on the ground if permission can be obtained from the landowner. All yard tree removals shall be accompanied by written permission from the land owner and authorized by SKRECC before they can be removed on an hourly basis. All trees removed shall be cut flush with the ground line. SKRECC promotes the safe and economic removal of such trees within their ROW corridor in lieu of cycle trimming of said trees. This procedure promotes both the long-term reduction in clearing expenditures and the increase in expected system reliability.

69. Logs or debris shall not be placed below the high water mark of streams, springs, creeks and rivers or other bodies of water. Pastures and cultivated fields must be cleaned up unless permission to leave debris is granted by the landowner.

70. Poles and guy wires shall be clean of all brush, trees, and vines debris ten feet (10') around them.

71. Due to concern for livestock safety, any wild cherry tree cuttings must be removed from livestock areas.

72. When cutting back to a lateral it shall be 1/3 the size of the main limb.

73. No stump treatment will be used on federal or state owned lands.

74. Dead, dying, and/or danger trees outside of the ROW corridor will be considered for removal via hourly pricing. All trees in this category must be reviewed and approved by SKRECC before the tree or trees are

trimmed / removed.

75. The logs and brush that result from the integrated vegetation management operations should be handled in a manner consistent with adjoining land use, terrain, aesthetics, and fire risk. Logs may be recoverable for firewood or timber products and are often best left for the property owner. Brush can be loped evenly thru-out the unmaintained areas landscape and left lying in place or piled/windrowed along right-of-way edges if required by landowners. A wire zone consisting of a five foot (5') path under lines/phases needs to be cleared of all debris. This includes any overhang within three feet of the edges (on both sides) of the 5 ft path.

76. Wherever practical and permissible, dead or defective trees, trees that have been severely disfigured from past improper trimming techniques, and fast-growing trees located so as to be a potential hazard to SKRECC's primary overhead distribution system facilities shall be removed.

77. SKRECC's right-of-way easements allow for the maintenance of right-of-ways areas included within the easements; however, the contractor shall be required to use good judgment and take reasonable care when entering upon such areas. In all cases, respect for the property owner and other stakeholders shall be considered paramount by the contractor. In sensitive areas such as yards, subdivisions, highly maintained areas, posted lands, and similar circumstances, the contractor shall make a good faith effort (when reasonably possible) to inform property owners and/or other stakeholders of the contractor's presence and the general scope of the contractor's work before proceeding. Any situations in which a property owner or other stakeholder takes issue with the contractor's right to enter the property or complete the work shall be reported to SKRECC immediately in order to help facilitate a resolution. All gates, fences and consumer property are to be left in the same condition as found.

78. Severability/Partial Invalidity: The invalidation of any provision, or any portion of a provision, of this Agreement by any entity with proper

jurisdiction and authority does not invalidate the remaining provisions, or the remaining portion of a provision, of this Agreement.

79. Non-Waiver of Default: Failure of SKRECC to treat this Agreement as terminated by failure of the Contractor to comply with, or as a result of, a breach by the Contractor of any term or condition herein, shall not constitute a waiver of SKRECC'S right to this Agreement as terminated in the event of any subsequent failure to comply, or breach by the Contractor, and such right of termination by SKRECC shall be deemed a continuing one. Further acceptance of services by SKRECC shall not be deemed a waiver of Contractor's breach of any obligation hereunder or SKRECC's right to terminate this Agreement because of such breach. In the event SKRECC waives the breach of any covenant or condition or of Contractor's failure to comply with any terms hereof, the same shall not constitute a waiver of any other failure to comply or breach known at the time of such waiver. SKRECC'S right to declare default as set forth in this Agreement shall be deemed a continuing one. The waiver by SKRECC of any breach of a covenant or condition by the Contractor shall not constitute a waiver of any other breach of any other covenant or condition hereof.

EXHIBIT C

Contractor Acceptance of Terms and Intent to Bid



850 Center Way
Norcross, GA 30071

(770) 453-1410
patt@pd.com

EXHIBIT C: Contractor's Acceptance of Requirements and Intent to Bid

The undersigned hereby certifies that the company indicated below:

- Desires to bid on all or part of South Kentucky RECC's Right-of Way contracting work to be completed by November 30th of the year specified for completion (2022 or 2023).
- Meets all requirements of and is willing to accept all terms and conditions as specified by:
 - RUS right of way contracting requirements
 - Exhibit A: Bid Instructions and Other Requirements
 - Exhibit B: South Kentucky RECC's Right-of-Way Specifications and Additional Contract Specifications
 - The South Kentucky RECC contract and applicable attachments

Signature

7-21-2021

Date Signed

Printed Name

Name of Company

Title of Officer

Notary Public

My Commission Expires:

11-30-2022

EXHIBIT D

**Contractor's Certificate of Non-Segregated Facilities (Equal Opportunity
Employment Certification)**

Exhibit D ~ Contractor's "Employer's Equal Opportunity Declaration" For South Kentucky RECC Contracting

A. Section 1 - Contractor Representations

a. Contractor represents that:

It has (), does not have () 100 or more employees, and if it has,

It has (), has not () furnished the Equal Employment Opportunity - Employers Information.

Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

Contractor agrees that it shall obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement signed by the subcontractor showing that the proposed subcontractor has filed a current report on Standard Form 100.

Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract shall amount to more than \$10,000, contractor shall file such report, as required by law, and notify **South Kentucky RECC** in writing of such filing prior to **South Kentucky RECC's** acceptance of this Proposal.

b. Equal Opportunity Clause. During the performance of this contract, contractor agrees as follows:

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their 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 recruiting 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 Equal Opportunity Clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor shall send to each labor union or representative or workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall 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.
5. The contractor shall furnish all information and reports required by Executive Order of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its 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.
6. In the event of the contractor's non-compliance with the Equal Opportunity Clause of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further 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 Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The contractor shall include his Equal Opportunity clause in every subcontract or purchase order unless exempted by the rule, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor and Vendor. The contractor shall take such action with respect to any subcontractor or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for non-compliance provided however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or Vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- c. **Certificate of Non-segregated Facilities.** The contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it shall not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it shall not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating

areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time period) it shall obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it shall retain such certification in it's files.

Extension to Successors and Assigns

Each and all of the covenants and agreements contained in the contract effected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto.

Phillips Tree Experts LLC
(Contractor)

Jim Blanchard
(President)

P.O. Box 664

Corbin, Kentucky 40702
(Address)

Attest: _____

Date of Proposal _____

This proposal shall be signed with the full name of the contractor. If the contractor is a partnership, the proposal shall be signed in the partnership name by a partner. If the contractor is a corporation, the proposal shall be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the secretary of the corporation.

EXHIBIT E

Debarment Certification

Exhibit E ~ South Kentucky RECC
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Phillips Tree Experts, LLC
Organization Name PR/Award or Project Name

Brett Blanchard, Supervisor
Name and Title

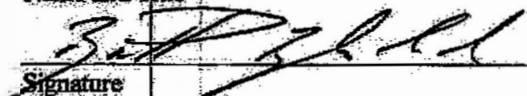
 7-21-2021
Signature Date

EXHIBIT F

Certification for Contracts, Grants, Loans and Cooperative Agreements

Exhibit F – South Kentucky RECC

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS


The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 7-21-2021
Signature Date

Brett Blanchard, Supervisor
Name and Title

Phillips Tree Experts, LLC
Company Name

EXHIBIT G

Contractor Pre Bid Questionnaire

Exhibit G ~ South KY RECC (SKRECC) Pre-Bid Questionnaire and Data Request For Right of Way Contracting (Page 1 of 4)

Please complete the following survey by entering the required information in the blue shaded areas.

Please provide the following using OSHA 300 Logs, etc. as required:

	2018	2019	2020
List your firm's interstate Experience Modification Rate (EMR).	0.55	0.53	0.50
List your firm's OSHA Recordable Rate	0.62	0.62	0.00
List your firm's DART Rate	0.62	0.00	0.00
List your firm's Lost Time Rate	0.62	0.00	0.00
Number of Lost Workday Cases:	1	0	0
Number of Restricted Workday Cases:	0	0	0
Number of cases with medical attention only:	0	1	0
Number of fatalities:	0	0	0
Number of hours worked (do not include non work paid hrs)	324,858	321,785	288,517
Number of times your organization has be cited by OSHA in last 3 yrs:	1	0	0

Please answer the following questions with "Yes" or "No."

	Yes or No
Do you have a written safety program?	Yes
Do you have a written drug testing policy that covers all employees (not just CDL)?	Yes
Are all employees subject to drug tests based on reasonable suspicion?	Yes
Are all employees subject to random drug tests?	Yes
Does your company do drug screening and background checks on new hires?	Yes
Do you conduct site safety inspections at least monthly?	Yes
Do you require foremen to hold tailgate sessions daily and at each work site?	Yes
Do you require foremen to conduct daily safety inspections at work sites?	Yes
Do you have a designated and competent person assigned to safety management for the company?	Yes
Do you have a safety orientation for all new hires?	Yes
Does your safety orientation for new hires include fall protection?	Yes
Does your safety orientation for new hires include safe ladder use?	Yes
Does your safety orientation for new hires include fire protection?	Yes
Does your safety orientation for new hires include first aid, MSDS and CPR?	Yes
Does your safety orientation for new hires include energized equipment approach distances?	Yes
Do you have an existing workforce capable of meeting SKRECC's work requirements?	Yes
Do you commit to handling all complaints in a professions and timely manner?	Yes
Are your personnel licensed for use of chemicals and herbicides commonly used in ROW maintenance?	Yes
Do all of your workers meet OSHA requirements for the jobs which they are assigned?	Yes
Do your foremen have advanced or additional safety training?	Yes
Will you comply with all federal, state, and local laws/ordnances/etc applicable to this project?	Yes
Will you name SKRECC as additional insured on your insurance policy as required by RUS?	Yes
Will you provide SKRECC with a monthly safety report if requested?	Yes
Do you agree not to use subcontractors without first getting the permission of SKRECC?	Yes

Exhibit G Continued (Page 2 of 4)

Please enter the number of years that your company has been in business under its current name:

60

Please list below Key Personnel who are responsible and accountable for safety at your company:

Gilbert Mills - Regional Safety Supervisor
Jim Blanchard
Brett Blanchard

Has your company been free of critical injury for the last year to date?

Note: Critical injury used here includes fatalities, dismemberment, or permanent total disability.

Please comment below:

Yes

In the space below please elaborate on your capabilities to furnish the manpower and equipment for fulfilling the requirements of SKRECC as described in the Pre-Bid Documents. Please also discuss your ability to perform the work and have it completed on time.

Phillips Tree Experts, LLC will provide manpower and equipment as needed for fulfilling this SKRECC Job. Phillips has been working for SKRECC for 19 years and we are very familiar with SKRECC's area and procedures.

Are you presently or in the preceding 36 months have you been in legal proceedings with any electric utility at which you are or have provided electric contracting services. If yes, please explain below: Note: We are talking about legal proceedings with companies you work/contract for. Do not include information on lawsuits with utility customers or the general public.

No

Exhibit G Continued (Page 3 of 4)

In the space below please provide the name and address of you insurance company, along with the telephone number, name of the contact person, and other appropriate contact information.

Sedgwick 1-844-802-2506
Sedgwick manages claims on behalf of Greenwich Insurance Company

To the best of your knowledge, does any officer, employee, or consultant of SKRECC have any financial interest or conflict of interest in your company? If the answer is "No" then simply type "No" in the box below. If the answer is "Yes" type "Yes" in the box below, and describe the conflict or possible conflict.

No

in the space below, please list any additional information or clarifications that you would like to provide.

Phillips Tree Experts, LLC has been working for SKRECC for the past 19 years and understands the area as well as the quality of work SKRECC expects. We appreciate the opportunity to bid SKRECC's work again this year.

Exhibit G Continued (Page 4 of 4)

In the space below please list three Electric cooperatives that you company is presently working for, and provide telephone numbers and contact person names:

Hackson Energy Cooperative
Cotact: Eric Glovier Phone: 606-364-1000

Kentucky Utilities Company
Contact: Kevin Montgomery Phone: 859-367-1147

Cumberland Valley Electric
Contact: Steve Hampton Phone 606-524-1374

In the space below, please provide the name, title, and contact information of the person completing this survey. Please also provide the same information for the contact person concerning this project if it is a different person. Please also provide the date that you completed this survey.

Kennita Blanchard
Office Manager
Office: 606-528-4145
Cell: 606-215-2851
7/21/2021

if you have any questions regarding this survey, please contact Steve Conover of Patterson and Dewar Engineers at sconover@pdengineers.com.

EXHIBIT H

Bid Invitation and Additional Bidding Instructions

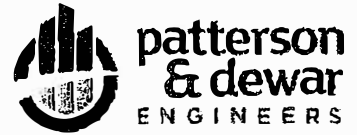


Exhibit H ~ Invitation and Additional Bidding Instructions:

South Kentucky RECC: Right of Way Bidding for 2022 and 2023 work

You are invited to submit bids for upcoming distribution Right-of-Way (ROW) contracts per the attached for South Kentucky RECC (SKRECC). Bids must be submitted to Patterson & Dewar Engineers no later than **3:00 PM (Eastern), August 31, 2021.**

An informational meeting is being held on **July 30, 2021,** via Zoom **starting at 10:00 AM Eastern time.** Contractor participation at this meeting is **mandatory and failure to participate will disqualify the bidder. Bids must not be submitted until after this meeting. Please do not submit bids before this meeting.**

SKRECC reserves the right to reject any or all bids.

Please submit your proposal to Patterson & Dewar **via e-mail** by sending to the following e-mail address. **Please note that e-mail is the only means by which proposals are being accepted:**

sconover@pdengineers.com

All questions regarding the specifics of the attached should be addressed to the Consultant, Patterson & Dewar.

Consultant: Steve Conover
Patterson & Dewar Engineers, Inc.
75 Holt Rd
Jamestown, KY 42629

Telephone (606) 872-3501
sconover@pdengineers.com

GENERAL BID INSTRUCTIONS & BACKGROUND

The following must be returned to P&D via e-mail per the instructions given above:

- **Exhibit I (Microsoft Excel® Workbook ~ (SKRECC Bid Sheet for 2022 and 2023 Work) ~ Enter your bid values into the yellow highlighted areas within the Workbook. Please note that there are two**

Worksheets within the Workbook that the contractor should complete. The different Worksheets can be accessed by clicking the **different tabs at the bottom of the Workbook**. Remember to save the Workbook after you enter your information.

- **In addition to the hourly rates required in the workbook, please also send a PDF copy of your complete standard hourly prices** that will be applicable to this contract. Please also be very specific regarding overtime and holiday rates and terms.
- **Bidders are required to also submit** a MS Word document that gives a thorough description of the manpower and equipment that they plan to use for each of the circuits if they are awarded the work. If the manpower and equipment is to be exactly the same for all circuits, this should be stated. If the manpower and equipment will vary from circuit to circuit, please list it for each individual circuit. Note: This information is being requested for planning purposes by SKRECC.


SKRECC will inform the successful bidder/s sometime after the bids are evaluated. Afterwards, SKRECC will prepare the necessary contract/s with attachments and make arrangements with the successful bidder/s for signing the contracts. This is expected to take place within a few days after the bids are received.

Sincerely,



Steve Conover
75 Holt Rd.
Jamestown, KY 42629
sconover@pdengineers.com

Attachments

A Touchstone Energy Cooperative 

BOARD RESOLUTION

WHEREAS, South Kentucky Rural Electric Cooperative Corporation has taken circuit bids on right-of-way line clearance;

BE IT RESOLVED, that South Kentucky Rural Electric Cooperative Corporation accepts the below circuit bid contract beginning January 1, 2022, through December 31, 2023, with **Kendall Vegetation Service** at the following prices:

YEAR 2022:

Cabin Hollow Substation/Rush Branch Circuit - \$511,343.34

Wiborg Substation/Beulah Heights Circuit - \$475,038.07

Zula Substation/Susie Circuit - \$265,525.38

North Albany Substation/Burkesville Circuit - \$78,545.29

Clinton County School Circuit - \$15,439.67

South Albany Substation/Adams Dock Circuit - \$361,417.27

Downtown Circuit - \$12,577.36

YEAR 2023:

Nelson Valley Substation/Stilesville Circuit - \$193,839.40

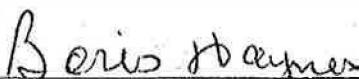
Slat Substation/Parnell Circuit - \$531,378.98

Russell Springs Substation/Hails Hwy Circuit - \$248,011.70

Windsor Substation/Caintown Circuit - \$597,330.89

Sewellton Substation/Highway 55 Circuit - \$441,461.69

I, Boris Haynes, Secretary/Treasurer of South Kentucky Rural Electric Cooperative Corporation, do hereby certify that the above is a true and correct excerpt from the minutes of the Board of Directors Meeting of the Cooperative, held on the ninth day of December 2021, at which meeting a quorum was present.


BORIS HAYNES, SECRETARY/TREASURER

12/9/21
DATE



South Kentucky RECC

RUS Designation KY54

January 1, 2022 through November 30, 2023
Right-of-Way, Lump Sum Per Circuit & Hourly
Contract With
W.A. Kendall & Co., Inc.

Prepared By: Steve Conover, Distribution Consultant

Patterson & Dewar Engineers, Inc.
P.O. Box 2808, Norcross, GA 30091-2808

Phone: (770) 453-1410 Fax: (770) 453-1411

South Kentucky RECC (SKRECC)

Right-of-Way Contract Documents

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RIGHT-OF-WAY CLEARING CONTRACT

Contractor's Proposal

To: South Kentucky RECC (Hereinafter called the "Owner")

Article I ~ General

- Section 1. Offer to Clear** ~ The undersigned (hereinafter called the "Contractor" hereby proposes to furnish all labor and materials, equipment, machinery, tools, transportation as required, to clear rights-of-way for the rural electric system bearing the RUS Designation KY54 in strict accordance with the Specifications Requirements for the prices hereinafter stated.
- Section 2. Description of Project** ~ The Project will consist of lump sum circuit/substation clearing, along with hourly work if hourly work is requested by the Owner during the years of 2022 and 2023 as described herein.
- Section 3. Description of Contract** ~ The Descriptions, Exhibits, Plans, and Specifications attached hereto and made a part hereof, together with the Proposal and Acceptance constitutes the Contract.
- Section 4. Familiarity with Conditions** ~ The Contractor warrants that it has made careful examination of the site of the Project and of the Specifications and Drawings attached hereto, and has become informed as to the location and nature of the proposed work, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required for undertaking and completing the Project, and has become acquainted with the labor conditions, state and local laws and regulations which would affect the proposed work.
- Section 5. License** ~ The Contractor warrants that a Contractor's License is , is not X, required, and if required, it possesses Contractor's license number NA for the State of NA in which the Project is located and said license expires on NA, 20NA.
- Section 6. Contractor's Bond** ~ The contractor agrees to furnish a bond prior to the commencement of work in the penal sum of not less than the estimated cost of the circuit bid work awarded with a surety or sureties listed by the United States Treasury Department as acceptable sureties. This bond must be in a form acceptable to the owner and in the event that the surety or sureties of the performance bond delivered to the owner shall at any time become unsatisfactory in the opinion of the owner, the contractor agrees to deliver to the owner another or an additional bond.
- Section 7. Taxes** ~ The labor prices for Right-of-Way Clearing in this Proposal include any sums which are or may be payable by the Contractor on account of taxes imposed by any taxing authority on payments for materials furnished or services performed by the Contractor under the terms of this Contract.

Article II ~ Clearing

Section 1. Time and Manner of Work.

- a. The Contractor agrees to commence work on the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Owner after its acceptance of this Proposal, but in no event will the Commencement Date be later than January 15, 2022 unless otherwise specified by the Owner. The Contractor further agrees to prosecute diligently and to complete clearing in strict accordance with the Specifications and Drawings within the agreed upon calendar days (excluding Sundays and other times to be defined by the Owner) after Commencement Date.
- b. The time for Completion of Clearing shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however, that no such extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.
- c. The sequence of R/W Clearing shall be as set forth by the Owner, the names being the designations of areas (hereinafter also called the "Circuits") corresponding to the numbers / names shown on the maps provided to the Contractor, or if no Circuits are set forth by the Owner, the sequence of Clearing shall be as determined by the Owner.
- d. The Owner may from time to time during the progress of the work on the Project make such changes in, additions to or subtractions from the Specifications, Drawings and sequence of work provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the work to be done shall require an extension of time, a reasonable extension will be granted if the Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to the Contractor of completion of the Project shall be materially increased by any such change or addition, the Owner shall pay the Contractor for the reasonable cost thereof in accordance with a Contract Amendment signed by the Owner and the Contractor, but no claim for additional compensation for any such change or addition will be considered unless the Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

Section 2. Environmental Protection ~ The Contractor shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their

containers in or near streams, waterways or pastures. The Contractor shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

Section 3. Supervision and Inspection.

- a. The Contractor shall cause the work on the Project to receive constant supervision by a competent foreman (hereinafter called the "foreman") who should be present at all times during working hours where work is being carried on. The Contractor shall also employ in connection with the Project, capable, experienced and reliable foremen and such skilled and "certified" workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Foreman shall be binding upon the Contractor.
- b. The Owner reserves the right to require the removal from the Project of any employee of the Contractor if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Contractor to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Contractor of its obligations to complete the work within the time and in the manner specified in this Proposal.
- c. The manner of performance of the work, and all equipment used therein, shall be subject to the inspection and approval of the Owner. The Owner shall have the right to inspect all payrolls and other data and records of the Contractor relevant to the work. The Contractor will provide all reasonable facilities necessary for such inspection. The Contractor shall have an authorized agent accompany the inspector when final inspection is made and, if requested by the Owner, when any other inspection is made.
- d. In the event that the Owner shall determine that the work contains or may contain numerous defects, the Owner may choose to have an inspection made by an engineer approved by the Owner for the purpose of determining the exact nature, extent and location of such defects.
- e. The Engineer may recommend to the Owner that the Contractor suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or because of the failure of the Contractor to comply with any of the provisions of the Contract: Provided, however, that the Contractor shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Contractor to comply with any of the provisions of this Contract. In the event that work is suspended by the Contractor with the consent of the Owner, the Contractor before resuming work shall give the Owner at least twenty-four (24) hours' notice thereof in writing.

Section 4. Unsuitable Workmanship ~ The acceptance of any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such workmanship shall be found to be unsuitable. Workmanship found unsuitable before final acceptance of the work shall be remedied, by and at the expense of the Contractor. The Contractor shall not be entitled to any payment hereunder so long as any unsuitable workmanship in respect to the Project, of which the Contractor shall have had notice, shall not have been remedied.

Article III--Payment

Section 1. Payments to Contractor.

- a. Within the Owner defined period(s), the Owner shall make partial payment to the Contractor for work accomplished during the preceding invoice period as approved by the Owner solely for the purposes of payment: Provided, however, that such approval by the Owner shall not be deemed approval of the workmanship or materials. Upon completion by the Contractor of the required work on a circuit, the Contractor shall deliver to the Owner certification showing (1) that all persons who have furnished labor in connection with the Project and subcontractors who have furnished services for the Project have been paid in full and (2) that the Contractor shall hold the Owner harmless against any liens arising out of the Contractor's performance hereunder which may have been or may be filed against the Owner. Upon the Owner's approval of such certification, the Owner shall make payment to the Contractor of all amounts to which the Contractor shall be entitled and which shall not have been paid.
- b. The Contractor shall be paid on the basis of the circuit percentage actually completed at the direction of the Owner shown by the Circuit Inventory: Provided, however, that the total cost shall not exceed the total contract price for the Circuit as set forth in the Acceptance, unless such excess shall have been approved in writing by the Owner.
- c. No payment shall be due while the Contractor is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Contractor the amount of any claim by a third party against either the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work hereunder in accordance with the provisions of the Contract.
- d. If no Circuits are designated in Article II, Section 1 (c) the term "Circuit" shall mean for purposes of this subsection (a) and Article IV, Section 3 (b) only, a part of the Project as designated by the Owner which represents at least twenty-five percent (25%) of the total contract price as stated in the Acceptance.
- e. Interest at the rate of zero percent (0%) per annum shall be paid by the Owner to the Contractor on all unpaid balances due on invoices, commencing fifteen (15) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Contractor. The due date for purposes of such invoice payment shall be the tenth day provided (1) the Contractor

on or before the fifth day of such invoicing cycle shall have submitted its certification of right-of-way clearing units completed during the preceding invoice and (2) the Owner on or before the 10 day of such invoicing cycle shall have approved such certification. If for reasons not due to the Contractor's fault, such approval shall not have been given on or before the tenth day of such invoice cycle, the due date for purposes of this subsection (e) shall be the tenth day of such invoice cycle notwithstanding the absence of the approval of the certification. The above procedures may be modified upon approval of both parties.

- f. Interest at the rate of zero percent (0%) per annum shall be paid by the Owner to the Contractor on the final payment for the Project or any completed Circuit thereof, commencing ten days after the due date. The due date for purposes of such final payment shall be the date of approval by the Owner of the Final Inventory and receipt of the Certificate of Contractor and Indemnity Agreement as conditions precedent to the making of final payment. The above procedures may be modified by the Owner.

Section 2. Payments to Subcontractors ~ The Contractor shall pay each subcontractor, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Contractor for and on account of services performed by each subcontractor.

Article IV--Particular Undertakings of the Contractor

Section 1. Protection to Persons and Property ~ The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, state, and municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, state, or municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- a. The Contractor shall so conduct work on the Project as to cause the least possible obstruction of public highways.
- b. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.
- c. The Contractor shall do all things necessary or expedient to properly protect any and all parallel, converging, and intersecting lines, joint line poles, highways, and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, or other property are damaged in the course of work on the Project the Contractor shall at its own expense restore any or all of such

damaged property immediately to as good a state as before such damage occurred.

- d. Where the right-of-way of the Project traverses cultivated lands, the Contractor shall limit the movement of his crews and equipment so as to cause as little damage as possible to crops, orchards, or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during work on the project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. The Contractor shall not be responsible for loss of or damage to crops, orchards, or property (other than livestock) on the right-of-way necessarily incident to work on the Project and not caused by negligence or inefficient operation of the Contractor. The Contractor shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by work on the Project. The right-of-way for purposes of this said section shall consist of an area extending as described in Exhibit B of this contract along the route of the Project lines, plus such area reasonably required by the Contractor for access to the route of the Project lines from public roads to carry on the work.
- e. The Project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided, shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the work on the Project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of an act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence.
- (i) To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Contractor's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Contractor's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Contractor, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Contractor liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.
- (ii) To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Contractor, its subcontractors and suppliers of any tier, and from all

losses, demands, and causes of action arising out of any such lien or claim. Contractor shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Contractor does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Contractor.

(iii) Contractor shall provide to Owner's satisfaction evidence of Contractor's ability to comply with the indemnification provisions of subparagraphs (i) and (ii) above.

- f. Any and all excess earth, rock, debris, underbrush, and other useless material shall be removed by the Contractor from the site of the Project as rapidly as practicable as the work progresses. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures.
- g. Upon violation by the Contractor of any provisions of this section, after written notice of such violation given to the Contractor by the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor so to do the Owner may correct such violation at the Contractor's expense.
- h. The Contractor shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.
 - (i) The Contractor shall not proceed with the cutting of "yard" trees without written notification from the Owner that proper authorization has been received from the owner of the property and the Contractor shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on his land in connection with the Project.

Section 2. Insurance ~ The Contractor shall take out and maintain throughout the period of this Agreement the following minimum amounts of insurance unless greater minimum amounts and/or other stipulations are required by Exhibit B of this contract. If additional insurance requirements are shown in Exhibit B beyond those shown below, the additional insurance requirements shall be necessary and shall be at the sole expense of the Contractor:

<u>TYPE</u>	<u>LEVEL</u>
1. Workers Compensation	Statutory
2. Employers Liability	Bodily Injury by Accident \$1,000,000 each accident
	Bodily Injury by Disease \$1,000,000 policy limit
	Bodily Injury by Disease \$1,000,000 each employee

3. Public Liability	Bodily Injury or Death	\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
	Accidents	\$1,000,000 aggregate
4. Automobile Liability	Bodily Injury or Death	\$1,000,000 per person
		\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
5. Umbrella Liability	Each Occurrence and Aggregate	\$4,000,000

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in this Section or Exhibit B. 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.

The Owner shall be named as "Additional Insured" and certificate holder on all policies of insurance required unless specified otherwise by the owner.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

Section 3. Delivery of Possession and Control to the Owner.

- a. *Upon written request of the Owner, the Contractor shall deliver to the Owner full possession and control of any portion of the Project provided the Contractor shall have been paid at least ninety percent (90%) of the cost of the work of such portion. Upon such delivery of possession and control to the Owner, the risks and obligations of the Contractor as set forth in Section 1(e) of this Article IV with respect to such portion so delivered to the Owner, shall be terminated:*

Provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to unsuitable workmanship as specified in Article II, Section 4.

- B *Where the R/W Clearing of a Section as hereinbefore defined in Article II, Section 1 (c) and Article III, Section 1 (d) shall have been completed by the Contractor, the Owner agrees, after receipt of a written request from the Contractor, to accept delivery of possession and control of such Section upon having inspected the Section and having found the work acceptable. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1 (e) hereof with respect to such Section so delivered to the Owner shall be terminated. Provided, however, that nothing herein contained shall relieve the Contractor of any liability with*

respect to unsuitable workmanship as specified in Article II, Section 4 hereof.

Section 4. Assignment of Guarantees ~ All guarantees of materials and workman-ship running in favor of the Contractor shall be transferred and assigned to the Owner prior to the time the Contractor receives final payment for any Section.

Article V--Remedies

Section 1. Completion on Contractor's Default ~ If default shall be made by the Contractor or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor a written notice requiring the Contractor to cause such default to be corrected forthwith.

Unless within twenty (20) days after the service of such notice upon the Contractor and the Surety, if any, such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made, the Owner may take over the work on the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any cost or expense in excess of the contract price occasioned thereby.

The Owner in such contingency may exercise any rights, claims, or demands which the Contractor may have against third persons in connection with this Proposal and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

Section 2. Liquidated Damages ~ The time of the Completion of Clearing is of the essence of the contract. Should the Contractor neglect, refuse or fail to complete the clearing within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such monies which may be then due, or which may become due and payable to the Contractor the sum of NA dollars/per day for each and every day that such work is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty.

Section 3. Cumulative Remedies ~ Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provision of Section 2 of this Article shall be the exclusive measure of damages for failure by the Contractor to complete the clearing within the time herein agreed upon.

Article VI--Miscellaneous

Section 1. Definitions.

- a. The term "Engineer" shall mean the engineer employed by the Owner to provide engineering services for the Project and said Engineer's duly authorized assistants and representatives. The term "Engineer" will mean "Owner" if the Owner chooses to perform the work in-house and not employ an Engineer.
- b. The term "Completion of Clearing" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof.
- c. The term "Completion" shall mean full performance by the contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof relating to any Section of the Project or to the Project.

Section 2. Patent Infringement ~ The Contractor shall save harmless and indemnify the owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

Section 3. Permits for Explosives ~ All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Contractor.

Section 4. Compliance with Statutes and Regulations ~ The Contractor will comply with all applicable statutes, ordinances, rules, and regulations pertaining to the work. The Contractor acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the so-called "Kick-Back" Statute (48 Stat. 948), and regulations issued pursuant thereto, and 18 U.S.C. Secs. 286, 287, 1001, as amended. The Contractor understands that the obligations of the parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the premises.

Section 5. Equal Opportunity Provisions.

- a. Contractor's Representations ~ The Contractor represents that:
It has X does not have 100 or more employees, and if it has, that it X has not furnished the Equal Employment Opportunity --- Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontractor for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100. The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify, the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

- b. Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees as follows:
- (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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, 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 setting forth the provisions of this Equal Opportunity Clause.
 - (ii) 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, sex, or national origin.
 - (iii) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (iv) The 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.
 - (v) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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.
 - (vi) In the event of the Contractor's noncompliance with the Equal Opportunity Clause 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 the Contractor may be declared ineligible for further 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 the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - (vii) The Contractor will include this Equal Opportunity Clause 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 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (c) **Certificate of Non-Segregated Facilities.** The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

Section 6. Franchises and Rights-Of-Way ~ The Contractor will be under no obligation to obtain or assist in obtaining any franchises, authorizations, permits, or approvals required to be obtained by the Owner from Federal, state, county, municipal or other authority; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the construction and operation of the Project.

Section 7. Non-Assignment of Contract ~ The Contractor shall not assign the Contract effected by an acceptance of this Proposal or any part thereof or enter into any contract with any person, firm or corporation for the performance of the Contractor's obligations thereunder, or any part thereof, without the approval in writing of the Owner.

Section 8. Extension to Successors and Assigns ~ Each and all of the covenants and agreements contained in the Contract effected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto.

Section 9. Independent Contractor ~ The Bidder shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

Section 10. Acceptance by the Owner ~ The acceptance of a Proposal shall become effective the date of acceptance by the owner.

Description of Units

Right-of-Way Clearing Units:

This is a lump sum, "Clear by Circuit" contract and includes hourly rates as described within this proposal and attached exhibits/attachments.

Specifications

In preparing the right-of-way, trees shall be removed, underbrush cleared, and trees trimmed so that the right-of-way shall be clear from the ground up or as specified. Trees fronting each side of the right-of-way shall be trimmed symmetrically unless otherwise directed by the Owner. Dead trees beyond the right-of-way which would strike the line in falling shall be removed. Leaning trees beyond the right-of-way which would strike the line in falling and which would require topping if not removed may be removed or topped at the direction of the Owner.

The right-of-way shall be cleared in accordance with the instructions in the preceding paragraph and **in addition as specified by the exhibits/attachments to this contract.**

Contractor agrees to abide by and follow specifications per all attachments/exhibits to this contract.

The exhibits/attachments included in this contract along with this contract represent the agreement in its entirety between the parties. No other outside agreements whether spoken or written are a part of this contract.

Distribution Right-of-Way Clearing Prices (Circuit Bid)

The following circuit bid price shall be a firm, lump sum price regardless of the actual mileage encountered by the contractor while doing work on the circuits. The contractor affirms that the company has examined the required work in

the field and accepts the lump sum prices regardless of the actual mileage encountered while performing the work.

Substation	Circuit Bid	Circuit Name	Year for Work
Cabin Hollow	\$ 511,343.34	Rush Branch	2022
Wiborg	\$ 475,038.07	Beulah Heights	2022
Zula	\$ 265,525.38	Susie	2022
North Albany	\$ 78,545.29	Burksville	2022
North Albany	\$ 15,439.67	Clinton County	2022
South Albany	\$ 361,417.27	Adam's Dock	2022
South Albany	\$ 12,577.36	Downtown	2022
Nelson Valley	\$ 193,839.40	Stilesville	2023
Slat	\$ 531,378.98	Parnell	2023
Russell Springs	\$ 248,011.70	Hails Highway	2023
Windsor	\$ 597,330.89	Caintown	2023
Sewellton	\$ 441,461.69	Highway 55	2023

Distribution Right-of-Way Clearing Prices (Hourly)

Item #1: Three Man Bucket and Chipper Crew (Foreman, Trimmer and Groundman) with necessary tools, saws and equipment.

The Price per hour for Item #1 = [REDACTED]/hour

Item #2: The Owner may request other combinations of manpower and equipment for hourly work rather than what is listed in Item #1. Shown below shall be the hourly prices that shall apply:

LABOR AND EQUIPMENT HOURLY RATES

	Regular Hourly	Overtime
General Foreman	[REDACTED]	See Below
Tree Trimming Crew Leader	[REDACTED]	See Below
Tree Trimming Trimmer	[REDACTED]	See Below
Tree Trimming Laborer	[REDACTED]	See Below
Heavy Equipment Crew Leader	[REDACTED]	See Below
Heavy Equipment Operator	[REDACTED]	See Below
Heavy Equipment Laborer	[REDACTED]	See Below

55' Aerial Lift Truck		██████	NA
70' Aerial Lift Truck		██████	NA
Chip Truck		██████	NA
Jarraff		██████	NA
Kendall Cutter		██████	NA
Geo Boy		██████	NA
Grapple Truck		██████	NA
Support Truck		██████	NA
Supervisor/GF Truck		██████	NA
Disc Chipper		██████	NA
Pickup Truck		██████	NA
Stump Grinder		██████	NA
Power Saw		██████	NA
4wd Tractor and bush hog		██████	NA
Takeuchi with flail head w/ trailer		██████	NA
Pull/support truck for Takeuchi		██████	NA
Labor Adder for required Class A CDL driver		██████	See Below
Adder for employee with Herbicide Certification		██████	See Below

Additional Stipulations concerning Hourly Work and Prices:

Overtime shall be at a rate of **1.5 times** the regular hourly rate. Overtime shall be paid for work that the Owner requests, which exceeds 40 hours in a week or is outside the normal working hours, whichever comes first. Any work performed on **Owner approved holidays** shall be at a rate of **two times** the regular hourly rate.

In all circumstances, overtime is only applied to labor and not to equipment.

The contractor will be reimbursed for any reasonable meal and lodging expenses while working storms, but only those expenses which the Owner approves.

If the Owner requests the Contractor to bring in extra temporary (off system) workers and equipment for emergency situations such as storm restoration, the Owner and Contractor shall negotiate rates and any special terms/conditions for those extra workers and equipment at the time the request is made unless other arrangement are agreed to in advance by the parties of this contract. All other terms/conditions applying to any temporary workers or equipment not changed by mutual agreement of the parties in writing shall be as stated in this contract and the attachments/exhibits hereto which are made a part of this contract.

The Contractor will provide a General Foreman or a Lead Contact Person on all lump sum bids that will be the single point of contact for the Owner's ROW Coordinator until the project is completed. There will be no charge to the Owner for this service. Normal hourly crews will not require a general foreman on most occasions since daily crew placement will be handled by the Owner's ROW Coordinator. If the ROW Coordinator

requests additional help from a General Foreman, he/she will charge billable hours at the rate shown in the table above to the same account as the normal crews subject to the ROW Coordinator signing off on the time sheets. The overtime rate and conditions for when overtime is paid (emergency/storm work, etc.) for the General Foreman shall be as described above for other contract workers. Any billable hourly work for a General Foreman must be pre-approved and requested by the Owner.

The Contractor shall provide a qualified Safety Person to check on the crews at no charge to the Owner. The schedule for checking crews will be determined by the Contractor.

It is understood by both parties that the hourly rates included in this contract are complete charges and there is not an extra charge per man (Per Diem) of any kind.

The General Foreman shall have a pickup truck and cell phone. There shall be no charge to the Owner for this.

Each Crew Foreman shall have a cell phone. There shall be no charge to the Owner for this.

All crews shall be equipped with all necessary saws, climbing gear, safety equipment and other necessary tools and equipment for right-of-way clearing work. There shall be no charge to the Owner for this. The only manpower and equipment charged for shall be as shown in the table above.

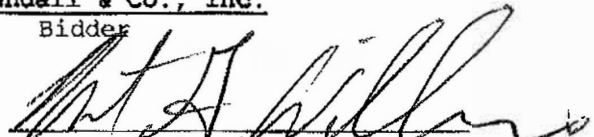
The number of and type of personnel and equipment making up each crew shall be determined by the Owner. The Contractor agrees to furnish manpower and equipment to the best of his ability to meet the needs of the owner. The Contractor understands and accepts the fact that the Owner reserves the right to terminate the contract for any reason at any time and that there is no guarantee of any specific types or amounts of work.

ATTEST:

W.A. Kendall & Co., Inc.

Bidder


Secretary


President

Dated:

4/25/2022

Lawrenceville, GA
Address

This Proposal must be signed with the full name of the Contractor. If the Contractor is a partnership, the Proposal must be signed in the partnership name by a partner. If the Contractor is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

Intermittent Hourly work rates for bid crews

Description	Straight Time	
Supervisor	\$	
General Foreman	\$	
Crew Leader	\$	
Bucket Operator	\$	
Climber	\$	
Equipment Operator	\$	
Laborer	\$	
Mechanic (on site)	\$	
Safety Manager	\$	
Lowboy Driver	\$	
Aerial Lift-55Ft. 2 wd	\$	
Aerial Lift-70Ft. 2 wd	\$	
Aerial Lift-55Ft. 4 wd	\$	
Aerial Lift-70Ft. 4 wd	\$	
Chip Truck 2 wd	\$	
Chip Truck 4 wd	\$	
Jarraff	\$	
Kendall Cutter or Heavy Duty Mower	\$	
Tractor & Bushhog	\$	
12" Chipper	\$	
15" Chipper	\$	
18" Chipper	\$	
Pickup Truck 2 wd	\$	
Pickup Truck 4 wd	\$	
4 dr Crew cab Truck - 2 wd	\$	
4 dr Crew cab Truck - 4 wd	\$	
Power saw	\$	
Lowboy	\$	
Compact Track Loader	\$	
Pull Truck and Trailer	\$	
Log Truck	\$	
Mechanic Truck	\$	

Rates increase by 3% for 2023

ACCEPTANCE

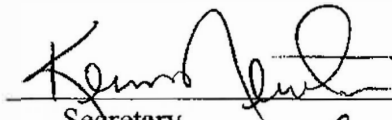
The Owner hereby accepts the foregoing Proposal of the Bidder, W.A. Kendall & Co., Inc. for the right-of-way clearing of the following:

- Type "A" Circuit/Substation Bid Work as defined by this contract and the attachments hereto.
- Hourly work as defined by this contract and the attachments hereto if requested and commissioned by the Owner.

South Kentucky RECC

Owner

By: 
Manager / CEO


Secretary
COO

12/13/21
Date

EXHIBIT A

**Bid Instructions and Other Requirements (Right of Way Contract Bidding)
for South KY RECC**

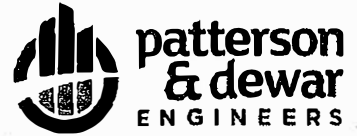


EXHIBIT A: Bid Instructions and Other Requirements for Right of Way “Circuit Bidding” for South Kentucky Rural Electric Cooperative Corporation (SKRECC) (for 2022 and 2023 work)

July, 2021

General Information:

Owner: South Kentucky Rural Electric Cooperative Corporation
200 Electric Avenue
Somerset, KY 42501
Telephone: 606-678-4121

Consultant: Steve Conover, Distribution Consultant
Patterson & Dewar Engineers, Inc.
75 Holt Rd.
Jamestown, KY 42629
Telephone (606) 872-3501
sconover@pdengineers.com

This bid process is for “circuit bid” (lump sum) type work as defined below. Hourly prices will also be requested for occasional miscellaneous work which may arise that is outside the scope of the circuit bid tasks. Please see Exhibit B for more information on when hourly prices can become applicable. Bids will be evaluated based on adding the lump sum bid for each circuit to the expected hourly cost for each circuit. The number of expected hours for each circuit will be estimated by SKRECC and applied to bids after they are received. Therefore, it is important to provide competitive bids for both lump sum and hourly work. The following circuits are being bid per the above criteria (lump sum bid + expected hourly costs) for work in the years of 2022 and 2023:

Substation	Circuit Name	Miles	Work Year
Cabin Hollow	Rush Branch	61.2	2022
Cabin Hollow	Cedar Grove	40.3	2022
Wiborg	Greenwood	119.2	2022
Wiborg	Beulah Heights	67.7	2022
Zula	Susie	45.2	2022
North Albany	Town	12.1	2022

North Albany	Burkesville	20.5	2022
North Albany	Clinton County	4.6	2022
South Albany	Adam's Dock	50.2	2022
South Albany	Downtown	3.1	2022
Mt. Victory	To Mt. Victory	75.0	2023
Nelson Valley	Stilesville	50.3	2023
Nelson Valley	Eagles Nest	14.9	2023
Nelson Valley	Rainbow Terrace	14.7	2023
Slat	Parnell	103.2	2023
Russell Springs	Hails Highway	59.8	2023
Windsor	Caintown	120.9	2023
Upchurch	Grider Hill	86.3	2023
Sewellton	Highway 55	108.5	2023

Substation Location Information:

Cabin Hollow	50 Commerce Lane, Somerset, KY 42501
Wiborg	162 Beulah Heights Road, Whitley City, KY 42653
Zula	191 HWY 1009 N, Monticello, KY 42653
North Albany	1028 Third Street, Albany, KY 42602
South Albany	235 West Harper Lane, Albany, KY 42602
Mt. Victory	2444 Old Whitney Road, Somerset, KY 42501
Nelson Valley	134 Stilesville Road, Somerset, KY 42501
Slat	101 Whispering Pines, Monticello, KY 42633
Russell Springs	64 Old Sano Road, Russell Springs, Ky 42642
Windsor	1905 Highway 80, Windsor, KY 42565
Upchurch	594 Wray Ridge Road, Albany, KY 42602
Sewellton	44 Highway 55, Jamestown, KY 42629

The mileages shown above are only approximate and represent an estimate of primary line mileage. However, some trimming of secondary and service lines will be required as part of the work, and no extra monies are paid for that. Please see Exhibit B for more information. It will be the responsibility of the contractor to look at each circuit before submitting a bid, and circuit bids will be firm and binding regardless of the actual mileage encountered. No changes will be made on the Circuit Bid prices.

Pre-Bid Submissions:

- In order to be considered for inclusion on the Right of Way Bid List for this contract bidding you must execute and submit the following documents included in the Pre-Bid Package. These documents must be received per the instructions stated herein **on or before 3:00 PM (Eastern Time) July 23, 2021.**

- Exhibit C ~ Contractor's Acceptance of Requirements and Intent to Bid
 - Exhibit D ~ Certificate of Non-Segregated Facilities (Equal Opportunity Employment Certification)
 - Exhibit E ~ Debarment Certification
 - Exhibit F ~ Certification for Contracts, Grants, Loans, and Cooperative Agreements
 - Exhibit G ~ SKRECC Pre-Bid Questionnaire
- The Following documents are provided to the contractor as an aid in filling out the Pre-Bid materials and include terms and conditions that the contractor must agree to by executing Exhibit C. These documents do not need to be returned but they may be included as attachments/terms to the final contract:
 - Exhibit A ~ Bid Instructions and Other Requirements (This Document)
 - Exhibit B ~ SKRECC Additional Right-of-Way and Contract Specifications
 - Exhibit I ~ Example Contract (Modified RUS 201)
 - Note: Exhibit H is not included in the pre bid package and not needed by the contractor for a pre bid submission. This is an exhibit used later in the process for a bid Invitation and additional bidding instructions if necessary.
 - Pre Bid materials shall be submitted to the "Consulting Engineer" (Patterson & Dewar Engineers, Inc.), via email to sconover@pdengineers.com (Steve Conover). Please make high quality electronic scans of all PDF documents and save the spreadsheet (Exhibit G) in its original format. Emailing these documents is all that is required for a pre bid submission.
 - All questions and requests should be addressed to the Consulting Firm of Patterson & Dewar Engineers, Inc. via e-mail to sconover@pdengineers.com (Steve Conover).

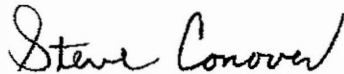
If You Are Chosen as a Bidder:

- If you are chosen for inclusion on the Bidder List, you will later be invited to submit bids for Right-of-Way work for SKRECC. The following is provided to the contractor to aid in understanding the general scope of the upcoming work; however, SKRECC reserves the right to change any of the following items at its sole discretion.
- It is anticipated that **sometime on July 26th, 2021** that contractors will be informed as to whether or not they have been accepted as a bidder. After being accepted, bidders can go by the South KY RECC office in Somerset, KY and pick up maps of the circuits to bid. Please contact Don Bethel at 606-872-3087 and make arrangements for picking up the maps.
- SKRECC will hold a **Zoom meeting** with all selected bidders before bids are due. Contractor attendance will be mandatory. SKRECC will give as much notice as reasonably possible if the

date changes, but the date for the meeting is currently scheduled for **July 30th, 2021, beginning at 10:00 AM (Eastern Time)**. Unless SKRECC informs the contractor otherwise, this will be the time and date for the meeting. An invitation for the Zoom meeting will be sent out sometime after a contractor is accepted to bid.

- Bids must be submitted to Steve Conover of Patterson & Dewar engineers via a spreadsheet that must be sent to sconover@pdengineers.com . The spreadsheet will be provided to the contractors at a later date. **The bids are due by August 31st, 2021 before 3:00 PM Eastern time.**
- Along with the bid spreadsheet, bidders are required to submit a MS Word document that gives a thorough description of the manpower and equipment that they plan to use for each of the circuits if they are awarded the work. If the manpower and equipment is to be exactly the same for all circuits, this should be stated. If the manpower and equipment will vary from circuit to circuit, please list it for each individual circuit in the MS Word document. Note: This information is being requested by SKRECC for planning purposes. Please be thorough and complete in your response to this request.
- The Bid Spreadsheet and the above mentioned MS Word Document are all that is required to submit a bid, unless additional information is requested at a later date.
- **SKRECC reserves the Right to reject any or All Bids at its sole discretion.**
- All questions and requests should be addressed to the Consulting Firm of Patterson & Dewar Engineers, Inc. via e-mail (To sconover@pdengineers.com Steve Conover).
- The required contract work **must be completed by November 30th of the year the work is scheduled to be done.** The contractor may begin work once the contract is signed and SKRECC gives them permission to start.
- Once a contract is signed, the contractor shall begin work very soon and work on a schedule, acceptable to SKRECC. The contractor shall keep the required crews present and working on the SKRECC system until the work is completed. The contractor shall not remove crews for work at other utilities unless permission is granted by SKRECC to do so.
- Bid prices shall be such that they uniformly can be used for all work encompassing both energized and de-energized conditions.
- The manpower schedule that the contractor will be required to meet after contracts are signed is as follows:
 - Circuit Bid Crews: The number of crews needed will be determined by the number of crews required to complete the assigned work within the allotted time **(before November 30th of the year for which the work is scheduled).**
 - All crews must have the necessary equipment and manpower for the type of work being done. SKRECC shall have the right to determine the adequacy of equipment provided by the contractor, and the contractor must make necessary adjustment to manpower and equipment at the discretion of SKRECC.
 - SKRECC reserves the right to award bid work to multiple contracting companies.
 - Any contractor who is awarded circuit bid work will be required to provide manpower and equipment consistent with getting the work done on time and as directed by SKRECC.
 - Please see Exhibit B for additional information.

- Circuit bid contracts will be per RUS Form 201 with amendments applicable to SKRECC requirements and will include attachments thereto containing special terms and conditions applicable to SKRECC.
- Other RUS Documents could be required in the Contract.
- The successful bidders must be prepared to coordinate with SKRECC to complete required contracting documents and start working early in the years for which the work is scheduled.
- An orientation conference meeting will be held with the successful bidder/s at a time to be specified by SKRECC. The purpose of this meeting will be to review the schedules, establish procedures for handling staking sheets and other documents, and review required procedures, which includes the processing of payments to the contractor.
- During the entire process each proposal will be evaluated with Safety, Reliability, Economic Value and ability of the contractors to successfully accomplish the work within the allotted time frames.



Steve Conover
Senior Distribution Consultant
Patterson & Dewar Engineers, Inc.

EXHIBIT B

**South Kentucky RECC's Contractor Right-of-Way Specifications and
Additional Contract Specifications**

Exhibit B ~ South Kentucky RECC (SKRECC) Right-of-Way Specifications and Additional Contract Requirements

1. The information within this document pertains to four types of right-of-way work applicable to SKRECC; however, this contract only includes Type A work with some Type C work possible when requested by SKRECC. Types B and D work will not be included in this contract.

1.1 Circuit Bid Clearing and Stump Treating (Type A work)

1.2 Circuit Bid Herbicide Spraying (Type B work)

1.3 Hourly Clearing and Stump Treating (Type C work)

1.4 Hourly Herbicide Spraying (Type D work)

2. The actual contract which will be executed with the successful bidder/s will be determined by SKRECC based upon the work awarded. The contracts used may be a modified RUS 201 or other SKRECC standard contracts. All contracts used may also have attachments/exhibits from the bid process documents which will become part of the contracts.

3. The number of crews and crew makeup initially required by SKRECC for Type C and D listed above will be determined by SKRECC at a later date. Please see Exhibit A for a rough estimate of the amount of each type of work that SKRECC anticipates. SKRECC reserves the right to split the contract work and award parts to multiple bidders based solely upon SKRECC's evaluation of the bids received.

4. All specifications and requirements herein are applicable to all four types of work listed above unless otherwise noted. References to any type of mechanical cutting or clearing activities are not applicable to Type B and Type D crews since these crews will be used only for herbicide applications.

5. Type A and Type C crews consists of ground clearing and side trimming of woody species to the specification stated herein. The Type A and Type C crews are also required to effectively stump treat everything cut with herbicide, except for cuts made by bushhogging. Type A crews

must furnish the stump treatment spray consisting of a herbicide mixture listed in paragraph 7.3 as a part of the circuit bid. Type C hourly crews will be responsible for the care and use of the stump spray herbicides listed in paragraph 7.3 as well but will be reimbursed for the herbicides at the time of use. All stump treatment herbicides amounts paid must be pre-approved by SKRECC. Note: The term "herbicides" as used in this document includes any surfactants (whether specifically stated or not) that may be required and appropriate for a given application at the discretion of SKRECC.

6. On all Type A and Type B work, the contractor must complete the circuit and/or section being worked on before moving on to another circuit and/or section, unless permission is granted by SKRECC to proceed otherwise. The contractor shall only proceed to new circuits and/or sections after permission is granted by SKRECC.

7. All herbicide applications must follow label directions and be in accord with all state or federal regulations governing licensed applicators. Please note the following concerning herbicide requirements for type B and type D crews bidding on SKRECC contracts:

7.1 The contractor must furnish the herbicides used on all circuit bid herbicide spraying work as a part of the contractor's circuit bid price. SKRECC does not pay the contractor any extra above the circuit bid price for herbicides used on circuit bid herbicide spraying work.

7.2 SKRECC shall reimburse the contractor for the cost of herbicides applied by hourly herbicide spraying crews. All amounts paid by SKRECC for herbicides must be pre-approved by SKRECC for hourly crews.

7.3 The herbicide mix to be used shall be as follows. The contractor may suggest different herbicides, but the final decision shall be at the discretion of SKRECC. In all cases the kill rates and guarantees mentioned below are applicable. Surfactants used must be consistent with the chosen mix to provide the required results and pre-approved by SKRECC

Stump treatment mixture: Garlon 4 Ultra, 20% Milestone, 1%, Stalker, 1%, Basal oil.

Foliar spray tank mix: Vastlan (Dow AgroSciences) (EPA # 52719-687), applied in accordance with all state and federal regulations, and in a manner to achieve the required kill rate as stated below.

The contractor may suggest other mixes, but any change requires the approval of SKRECC.

For all herbicide applications work, all unwanted woody species within the right-of-way area described in the specifications herein are to be treated with the herbicide and/or herbicide mixtures, and the contractor shall guarantee ninety percent (90%) coverage, control, and effective "kill" rate of the unwanted species. This active effective coverage, control, and "kill" rate shall be determined the following growing season by SKRECC appointee(s). If the contractor does not achieve this quantity and quality of coverage, control, and effective "kill" rate, then it shall reapply the herbicide and/or herbicide mixtures at no additional cost to SKRECC. This procedure will be repeated until the required percent coverage, control, and "kill" rate is achieved as determined by SKRECC's appointee(s).

8. Circuit bid prices shall be firm prices and will not be adjusted for any reason, including more or less mileage encountered by the contractor. Estimated mileages furnished by SKRECC are only rough estimates and it is the responsibility of the contractor to take this into account when bidding on circuits. The approximate mileage given for the substations to be cleared are for primary line miles and do not include secondary or service wire mileage. However, all secondary and service wires are to be cleared and included as a part of the contractor's circuit bid price. Bare secondary lines of less than 600 volts shall have a minimum trim clearance of ten (10') ft. Tree limbs around insulated secondary and service wires shall also be trimmed to provide a minimum clearance of

three foot (3') radius to prevent abrasions to the conductor insulation. Any dead trees within falling distances of a bare secondary or service conductor should be brought to the attention of SKRECC's Field Supervisor so it can be removed at his/her discretion.

9. Hourly bid prices shall be firm and not adjusted for any reason during the contract period.

10. Performance bond requirements shall be as defined in the modified RUS 201 contract document.

11. All forms of mechanical equipment (including aerial trimming equipment) will be allowed if the contractor complies with all requirements of the contract and meets all applicable safety and occupational requirements, including those of OSHA. However, SKRECC shall have the right to disallow certain equipment (including aerial trimming equipment) in residential area and other areas as the cooperative deems necessary. Areas of the system and equipment allowed within them will be on a case by case basis at the discretion of SKRECC.

12. SKRECC requires contractors to perform random drug testing of all employees – not just CDL drivers.

13. The Contractor will provide a General Foreman or a Lead Contact Person on all lump sum bids that will be the single point of contact for SKRECC's ROW Coordinator until the project is completed. There will be no charge to SKRECC for this service. Normal hourly crews will not require a general foreman on most occasions since daily crew placement will be handled by the SKRECC ROW Coordinator. If the ROW Coordinator requests additional help from a General Foreman, he/she will charge billable hours at the hourly rate agreed to in the final contract to the same account as the normal crews, subject to the ROW Coordinator signing off on the time sheets. The overtime rate agreed to in the contract and conditions for when overtime is paid (emergency/storm work, etc.) for the General Foreman shall be as described in the final contract for other contract workers. Any billable hourly work for a General

Foreman must be pre-approved and requested by SKRECC.

14. SKRECC has a strong interest in the safety of employees and the general public. This same interest is expected to be maintained by anyone that works as a contractor for this utility. SKRECC will require that ALL contractors follow rules that meet or exceed all of those set forth by the most current NESC (National Electric Safety Code), and all other applicable state and federal laws.

15. SKRECC reserves the right to stop the contractor's work immediately if SKRECC becomes aware that the contractor is in violation of any of the above mentioned safety requirements, and SKRECC reserves the right to terminate the contract due to safety concerns or other any other concerns at its sole discretion. SKRECC further reserves the right to inspect contractor work sites at its discretion.

16. The contractor is required to furnish SKRECC with all documentation pertaining to safety training and certification on a quarterly basis. This information will be mailed or delivered to SKRECC's designated employee by the first day of the month in each quarter. Contractor will also provide training records and qualifications of their employees prior to employees commencing work on SKRECC's system. SKRECC reserves the right to deny access and permission to work on SKRECC's system to any contractor employee due to insufficient training and or qualifications for work assignment. SKRECC reserves the right to deny access to and permission to work on SKRECC's system to any person that SKRECC deems to have an unsafe work history or substandard work procedures.

17. SKRECC will make a quarterly assessment of completed work. SKRECC reserves the right to require adjustments to manpower and equipment to crews at its sole discretion in order to meet the completion deadlines or to achieve other goals of SKRECC. Manpower and equipment adjustments are at the sole discretion of SKRECC.

18. SKRECC reserves the right at any time to determine that a contractor previously qualified is no longer qualified to perform the work or any part

of the work.

19. Contractor agrees to use Contractor's best efforts to perform the required tasks on SKRECC's right-of-ways located within the area served by SKRECC. Contractor must furnish all necessary equipment, qualified personnel, labor, and qualified supervision sufficient to properly and timely perform the required right-of-way tasks in those portions of the Area designated from time to time by SKRECC. Contractor is responsible for performing all maintenance and repairs on such equipment necessary to keep it in safe operating condition. Contractor shall provide any documentation requested by SKRECC including but not limited to employee training records and Contractor safety rules.

20. Contractor hereby acknowledges that it is an independent contractor for SKRECC and meets all necessary legal requirements to perform the tasks for which the Contractor places bids for at SKRECC. Contractor shall be free to determine and control its time, energy and skill to perform the work in accordance with the Agreement during Contractor's regular business hours, except that work shall not occur before 7:00 a.m., or after 6:00 p.m., or on Sundays, or legal holidays unless approved in advance by SKRECC.

21. Contractor acknowledges that SKRECC, in reliance upon the Agreement, is not withholding any taxes from sums paid to Contractor as compensation for services rendered under the Agreement. Additionally, Contractor acknowledges that SKRECC is not carrying workers compensation coverage or unemployment insurance coverage on Contractor or Contractor's employees due to the independent Contractor nature of the relationship. In the event Contractor should be adjudged not to be an independent Contractor, Contractor will indemnify SKRECC for any additional expenses resulting from such ruling.

22. Contractor agrees to perform all work to the complete satisfaction of SKRECC, in a workmanlike manner and of quality consistent with industry standard practices, and in accordance with all federal, state, municipal, county, and other local laws, ordinances, and regulations applicable to said work.

23. Contractor must investigate and use its good faith efforts to attempt to settle all valid complaints for damages caused by its work from equipment, employees, or otherwise. These complaints will be given immediate attention, and all efforts shall be made to effect a prompt settlement of valid complaints by the Contractor.

24. Contractor is to use diligence to not damage SKRECC's electric facilities or other facilities in discharging their duties. If there are damages caused by the contractor, to consumer or SKRECC facilities, the contractor may be invoiced for the damages or the outage.

25. Contractor agrees to see that all personnel are courteous, polite, and present a favorable image to the public. All representations made to the public will be truthful and honest to the best of Contractor's ability.

26. Contractor acknowledges that he/she does not represent SKRECC and has no authority to obligate SKRECC for any payment or benefit of any kind to any person.

27. Contractor agrees to defend, pay on behalf of, and hold harmless SKRECC and its directors, officer, agents, members and employees, from all claims, demands, causes of action, damages, costs, or liabilities, in law or in equity, of every kind and nature whatsoever, including but not limited to those brought by employees of Contractor or its subcontractors, and those brought as a result of any interruption, discontinuance, or interference with SKRECC's service to any of its customers, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this proposal by Contractor its directors, officers, agents, employees, and subcontractors. Contractor agrees to defend and pay all costs in defending these claims, demands, causes of action, damages, costs, or liabilities, including attorney's fees, and Contractor shall also reimburse SKRECC for any and all legal and other expenses incurred by SKRECC in connection therewith. Furthermore, Contractor agrees to maintain public liability and property damage insurance (including automobile public liability and property damage insurance) to cover the obligations

set forth above.

28. The Contractor's insurance policy must state that Contractor has contractual liability coverage and that SKRECC has been added as an additional insured and included as a certificate holder. Contractor and any subcontractor shall carry workers' compensation insurance as required by law. SKRECC shall receive a minimum thirty (30) day notice in the event of cancellation of insurance required by the agreement. Contractor shall furnish a certificate of insurance to SKRECC showing that the above obligations and requirements are provided for by a qualified insurance carrier, and showing SKRECC as an additional insured on such insurance annually prior to January 1 of the insured calendar year. It shall be the contractor's responsibility to provide SKRECC with a new proof prior to the expiration of the current proof.

29. The Agreement is for a period of time as defined within the contract executed by the parties. The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.

30. Contractor shall identify its equipment and employees as a contractor for SKRECC. Contractor will comply with any identification requirements which may be imposed by Public Service Commission regulations or other law, and also any reasonable requirements which may be imposed by SKRECC. Contractor's vehicles shall be identified with a company logo that is legible. Magnetic signs furnished by SKRECC (one set per vehicle) stating "Contractor for South KY RECC" or equivalent shall be displayed at all times when at a work site.

31. The contractor shall pay any penalties associated with violations cited by any governing authority (i.e. Public Service Commission, OSHA, etc.).

32. The Agreement shall be governed by the laws of the State of Kentucky. Any lawsuits related to the Agreement shall be brought in the Pulaski County, Kentucky state courts.

33. No amendment or variation of the terms or conditions of the Agreement shall be valid unless in writing and signed by the parties. The

Contract executed by the parties and attachments thereto constitutes the entire Agreement between the parties regarding the subject matter hereof, and all other prior written or oral communications of any nature whatsoever are hereby merged into and superseded by the Agreement. The parties acknowledge that there are no other oral or written understandings, arrangements and/or agreements between the parties relating to the subject matter of the Agreement.

34. A waiver of any of the terms and conditions of the Agreement shall not be construed as a general waiver by any party, and such party shall be free to reinstate any such term or condition, with or without notice to the other parties.

35. Any headings used as part of the Agreement are for the convenience of the parties and are not to be construed as part of the Agreement.

36. In the event that any portion of the Agreement may be held to be invalid or unenforceable for any reason, it is agreed that said invalidity or unenforceability shall not affect the other portions of the Agreement, and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable.

37. If conflicting information or requirements is found in any of the contracting documents, the most stringent requirements for the contractor shall prevail unless SKRECC deems otherwise.

38. The rights of the parties under the Agreement are personal and not assignable.

39. Contractor agrees to pay SKRECC's reasonable expenses, including attorneys' fees and costs, incurred by SKRECC in enforcing the terms, conditions, and provisions of the Agreement.

40. SKRECC will furnish a ROW Coordinator to oversee all aspects of line clearing while contract crews are working on SKRECC's system. Any

and all questions that may arise should be brought before this designated person for resolution.

41. SKRECC will furnish systems maps to the contractor's ROW foreman or supervisor for the purpose of locating and recording all work done on SKRECC's system. After work has been completed in a particular area the maps shall be returned to SKRECC's ROW Coordinator.

42. Some crews will also have the opportunity to remove previously left yard trees and "off right-of-way" danger trees on an hourly basis. However, SKRECC shall have the final choice on whether or not to remove such trees. The contractor must contact SKRECC for a decision before commencing on clearing such trees.

43. Equipment must be maintained in good condition and with little or no oil leaks. SKRECC shall have the right to require that equipment which does not meet the approval of SKRECC be replaced. The decision of SKRECC shall be final.

44. Personnel must be "presentable" to the public. SKRECC shall have the final decision on any questions arising in this area of the contract.

45. Contractor shall perform 100% of the work directly without using subcontractors unless approval is granted by the SKRECC's ROW Coordinator.

46. The contractor must provide a written report to the SKRECC Field Supervisor for any OSHA reportable injury or violation, and any "near-miss" incident or accident must be promptly reported to the SKRECC Field Supervisor within one hour of occurrence.

47. Contract crews may be inspected by SKRECC's ROW coordinator or other SKRECC personnel on a routine basis.

48. SKRECC staff has the right to conduct site-visits of project areas on a routine basis.

49. Contractor invoicing for hourly work shall be submitted monthly (for previous month's work); and said invoice may be submitted electronically and paid electronically. Time sheets for hourly crews should be submitted weekly so invoicing can be paid in a timely manner. Payments from SKRECC will generally be made on or before the tenth of each month after receipt of invoice but payment of sections of circuit cutting will be paid after an inspection of the work has been made by a representative of SKRECC and all follow up work has been completed.

50. SKRECC requires the contractor to submit completed circuit bid work invoices in 25% increments.

51. SKRECC's ROW Coordinator will strive to provide answers to contractor questions and/or requests in a timely manner (usually within two or three business days). Any questions regarding acceptable methods of performing work shall be directed to SKRECC, and SKRECC will have the final determination on what is deemed acceptable.

52. Each crew shall have a cell phone furnished by the contractor or some other means of communication that SKRECC can use to contact them at all times. In the case of cell phones, the phone numbers shall be given to SKRECC's ROW Coordinator and said phone numbers kept current.

53. Each crew shall have tracking equipment installed on vehicles and SKRECC shall be given access to be able to see vehicle locations.

54. At least one contractor employee capable of speaking fluent English shall be on each job site at all times when the contractor is working.

55. Each crew must inform the ROW Coordinator or the SKRECC dispatcher of their location on the system each morning before beginning work and before departing at the end of each day.

56. Contractors may not park trucks on SKRECC property. Contractors may not park at substation property owned by East Kentucky Power

(EKP) without written permission from EKP.

57. SKRECC provided locks are installed on many "locked-gates"; contractor must not cut locks or chains unless permission is granted by the SKRECC ROW Coordinator.

58. Contractor will not perform or solicit any type of private tree trimming work on the customer's property while actively engaged in performing work for SKRECC under contract until all work on the circuit is completed.

59. Disposal of wood residue such as brush, wood, large sections of tree trunks, large limbs, wood chips and other such products produced or generated by working on SKRECC's system shall not obstruct roads, paths, or waterways. Disposal of said residue shall be the sole responsibility of the contractor and at approved locations. All disposal costs shall be included in the cost submitted on the SKRECC bid. When approved by property owners, logs and brush may be left or the chipped wood may be blown onto the property where the wood residue originated. This is the preferred scenario.

60. SKRECC has some lines within the Daniel Boone National Forest. Brush that is trimmed or cut in these areas shall be mulched down flat or mowed to less than two feet high. Windrows or brush are not allowed because of the concern of hot spots in case of fire. Also, if the ground is disturbed because of equipment being hung or other ground disturbance actions it shall be seeded and strawed to prevent erosion.

61. No trash (i.e. lunch sacks, cans, containers, etc.) or other non-wood residue shall be deposited and disposed of with chips collected from tree trimming operations. Crews are also required to leave their work area as clean as when they arrived with all trash disposed of properly.

62. Power outages caused by workers dropping limbs or trees on to energized lines are unacceptable and precautions shall be taken to make sure this does not happen. In the unlikely event that it does happen, SKRECC has the right to bill the contractor for the cost of repairs and

service restoration and any personal injury or property damage.

63. Contractors shall make available its crews for emergency work as determined by SKRECC, day or night, weekends, holidays, or during any natural or man-made disasters. The contractor shall furnish SKRECC the name and telephone number of the person to contact for emergency crews.

64. SKRECC Retains the Right to Reject Any or All Proposals Submitted in Response to this contract.

65. On multiphase lines, SKRECC's current requirement is 45 feet total width. This is the equivalent of 22.5 feet clearance on each side of the centerline. On single phase lines, SKRECC's current requirement is 30 feet total width. This is the equivalent of 15 feet on each side of the centerline. These distances are ground to sky unless permission to do otherwise is granted by SKRECC. Common sense would dictate that not all of SKRECC's existing lines can be cut to this exact specification, and in some circumstances, it will only be possible to clear the ROW back to the original corridor, which may be less than the current requirements. In any instance where large trees would need to be removed in order to meet SKRECC's current ROW specifications, SKRECC will pay the contractor hourly wages for the extra clearing work. Any questionable situation such as this must be directed to SKRECC's ROW Coordinator or his/her designee before work proceeds.

66. All limbs overhanging the primary line right of way corridors shall be removed by the contractor unless SKRECC gives permission in specific instances to reduce this requirement. The contractor must take this into consideration when bidding on SKRECC right of way work and adjust bid prices accordingly. The contractor may occasionally suggest reducing this requirement in specific instances, but SKRECC shall have the final decision on each situation.

67. All woody stem vegetation will be cut as close to the ground as practicable, but not to exceed three inches (3") above ground line. The cuts shall be made parallel with the ground.

68. If permission from the landowner is granted to remove a previously left yard tree which poses a threat to the power lines, SKRECC may choose to pay the contractor (or another contractor) hourly wages to remove the tree. Permission from SKRECC to remove the tree must be granted in each instance. All trees and woody brush located within the confines of what is considered to be the yard of homes or businesses will require that all brush be chipped or removed unless specific instructions are obtained from the land owner to leave the brush/wood onsite. In certain instances chips may be blown directly on the ground if permission can be obtained from the landowner. All yard tree removals shall be accompanied by written permission from the land owner and authorized by SKRECC before they can be removed on an hourly basis. All trees removed shall be cut flush with the ground line. SKRECC promotes the safe and economic removal of such trees within their ROW corridor in lieu of cycle trimming of said trees. This procedure promotes both the long-term reduction in clearing expenditures and the increase in expected system reliability.

69. Logs or debris shall not be placed below the high water mark of streams, springs, creeks and rivers or other bodies of water. Pastures and cultivated fields must be cleaned up unless permission to leave debris is granted by the landowner.

70. Poles and guy wires shall be clean of all brush, trees, and vines debris ten feet (10') around them.

71. Due to concern for livestock safety, any wild cherry tree cuttings must be removed from livestock areas.

72. When cutting back to a lateral it shall be 1/3 the size of the main limb.

73. No stump treatment will be used on federal or state owned lands.

74. Dead, dying, and/or danger trees outside of the ROW corridor will be considered for removal via hourly pricing. All trees in this category must be reviewed and approved by SKRECC before the tree or trees are

trimmed / removed.

75. The logs and brush that result from the integrated vegetation management operations should be handled in a manner consistent with adjoining land use, terrain, aesthetics, and fire risk. Logs may be recoverable for firewood or timber products and are often best left for the property owner. Brush can be loped evenly thru-out the unmaintained areas landscape and left lying in place or piled/windrowed along right-of-way edges if required by landowners. A wire zone consisting of a five foot (5') path under lines/phases needs to be cleared of all debris. This includes any overhang within three feet of the edges (on both sides) of the 5 ft path.

76. Wherever practical and permissible, dead or defective trees, trees that have been severely disfigured from past improper trimming techniques, and fast-growing trees located so as to be a potential hazard to SKRECC's primary overhead distribution system facilities shall be removed.

77. SKRECC's right-of-way easements allow for the maintenance of right-of-ways areas included within the easements; however, the contractor shall be required to use good judgment and take reasonable care when entering upon such areas. In all cases, respect for the property owner and other stakeholders shall be considered paramount by the contractor. In sensitive areas such as yards, subdivisions, highly maintained areas, posted lands, and similar circumstances, the contractor shall make a good faith effort (when reasonably possible) to inform property owners and/or other stakeholders of the contractor's presence and the general scope of the contractor's work before proceeding. Any situations in which a property owner or other stakeholder takes issue with the contractor's right to enter the property or complete the work shall be reported to SKRECC immediately in order to help facilitate a resolution. All gates, fences and consumer property are to be left in the same condition as found.

78. Severability/Partial Invalidity: The invalidation of any provision, or any portion of a provision, of this Agreement by any entity with proper

jurisdiction and authority does not invalidate the remaining provisions, or the remaining portion of a provision, of this Agreement.

79. Non-Waiver of Default: Failure of SKRECC to treat this Agreement as terminated by failure of the Contractor to comply with, or as a result of, a breach by the Contractor of any term or condition herein, shall not constitute a waiver of SKRECC'S right to this Agreement as terminated in the event of any subsequent failure to comply, or breach by the Contractor, and such right of termination by SKRECC shall be deemed a continuing one. Further acceptance of services by SKRECC shall not be deemed a waiver of Contractor's breach of any obligation hereunder or SKRECC's right to terminate this Agreement because of such breach. In the event SKRECC waives the breach of any covenant or condition or of Contractor's failure to comply with any terms hereof, the same shall not constitute a waiver of any other failure to comply or breach known at the time of such waiver. SKRECC'S right to declare default as set forth in this Agreement shall be deemed a continuing one. The waiver by SKRECC of any breach of a covenant or condition by the Contractor shall not constitute a waiver of any other breach of any other covenant or condition hereof.

EXHIBIT C

Contractor Acceptance of Terms and Intent to Bid



850 Center Way
Norcross, GA 30071

(770) 453-1410
pdengineers.com

EXHIBIT C: Contractor's Acceptance of Requirements and Intent to Bid

The undersigned hereby certifies that the company indicated below:

- Desires to bid on all or part of South Kentucky RECC's Right-of Way contracting work to be completed by **November 30th of the year specified for completion (2022 or 2023).**
- Meets all requirements of and is willing to accept all terms and conditions as specified by:
 - RUS right of way contracting requirements
 - Exhibit A: Bid Instructions and Other Requirements
 - Exhibit B: South Kentucky RECC's Right-of-Way Specifications and Additional Contract Specifications
 - The South Kentucky RECC contract and applicable attachments

[Handwritten Signature]

Signature

7/23/21

Date Signed

Robert Williams

Printed Name

Kendall

Name of Company

CEO

Title of Officer

[Handwritten Signature]

Ruth Perri

Notary Public

NOTARY PUBLIC

Gwinnett County, GEORGIA

2/20/2022

My Commission Expires:

My Comm. Expires 02/20/2022

EXHIBIT D

**Contractor's Certificate of Non-Segregated Facilities (Equal Opportunity
Employment Certification)**

**Exhibit D ~ Contractor's "Employer's Equal Opportunity Declaration" For
South Kentucky RECC Contracting**

A. Section 1 - Contractor Representations

a. Contractor represents that:

It has () , does not have () 100 or more employees, and if it has,

It has () , has not () furnished the Equal Employment Opportunity - Employers Information.

Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

Contractor agrees that it shall obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement signed by the subcontractor showing that the proposed subcontractor has filed a current report on Standard Form 100.

Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract shall amount to more than \$10,000, contractor shall file such report, as required by law, and notify **South Kentucky RECC** in writing of such filing prior to **South Kentucky RECC's** acceptance of this Proposal.

b. Equal Opportunity Clause. During the performance of this contract, contractor agrees as follows:

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their 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 recruiting 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 Equal Opportunity Clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor shall send to each labor union or representative or workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall 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.
5. The contractor shall furnish all information and reports required by Executive Order of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its 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.
6. In the event of the contractor's non-compliance with the Equal Opportunity Clause of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further 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 Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The contractor shall include his Equal Opportunity clause in every subcontract or purchase order unless exempted by the rule, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor and Vendor. The contractor shall take such action with respect to any subcontractor or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for non-compliance provided however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or Vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- c. **Certificate of Non-segregated Facilities.** The contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it shall not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it shall not maintain or provide for its employees any segregated facilities at any of its establishments, and that it shall not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating

areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time period) it shall obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it shall retain such certification in it's files.

Extension to Successors and Assigns

Each and all of the covenants and agreements contained in the contract effected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto.

W A Kendall Jr
(Contractor)

W A Walker
(President)

PO Box 831

Lawrenceville GA 30046
(Address)

Attest: [Signature]

Date of Proposal 7/23/21

This proposal shall be signed with the full name of the contractor. If the contractor is a partnership, the proposal shall be signed in the partnership name by a partner. If the contractor is a corporation, the proposal shall be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the secretary of the corporation.

EXHIBIT E

Debarment Certification

Exhibit E ~ South Kentucky RECC
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

WA Kendall + Co
Organization Name PR/Award or Project Name
Robert Williams CEO
Name and Title
[Signature] 7/28/21
Signature Date

EXHIBIT F

Certification for Contracts, Grants, Loans and Cooperative Agreements

Exhibit F – South Kentucky RECC

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

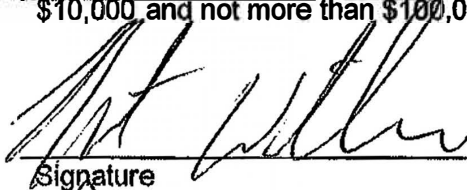
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 7/23/21
Signature Date

Robert Williams, CEO
Name and Title

W A Kendall + Co.
Company Name

EXHIBIT G

Contractor Pre Bid Questionnaire

Exhibit G ~ South KY RECC (SKRECC) Pre-Bid Questionnaire and Data Request For Right of Way Contracting (Page 1 of 4)

Please complete the following survey by entering the required information in the blue shaded areas.

Please provide the following using OSHA 300 Logs, etc. as required:

	2018	2019	2020
List your firm's interstate Experience Modification Rate (EMR).	0.89	0.82	0.8300
List your firm's OSHA Recordable Rate	2.79	1.80	1.6
List your firm's DART Rate	2.09	1.80	1.2
List your firm's Lost Time Rate	0.89	1.08	0
Number of Lost Workday Cases:	8	12	0
Number of Restricted Workday Cases:	13	8	11
Number of cases with medical attention only:	7	0	5
Number of fatalities:	0	0	0
Number of hours worked (do not include non work paid hrs)	2,002,340	2,216,296	2,300,000
Number of times your organization has been cited by OSHA in last 3 yrs:	0	0	0

Please answer the following questions with "Yes" or "No."

	Yes or No
Do you have a written safety program?	Yes
Do you have a written drug testing policy that covers all employees (not just CDL)?	Yes
Are all employees subject to drug tests based on reasonable suspicion?	Yes
Are all employees subject to random drug tests?	Yes
Does your company do drug screening and background checks on new hires?	Yes
Do you conduct site safety inspections at least monthly?	Yes
Do you require foremen to hold tailgate sessions daily and at each work site?	Yes
Do you require foremen to conduct daily safety inspections at work sites?	Yes
Do you have a designated and competent person assigned to safety management for the company?	Yes
Do you have a safety orientation for all new hires?	Yes
Does your safety orientation for new hires include fall protection?	Yes
Does your safety orientation for new hires include safe ladder use?	Yes
Does your safety orientation for new hires include fire protection?	Yes
Does your safety orientation for new hires include first aid, MSDS and CPR?	Yes
Does your safety orientation for new hires include energized equipment approach distances?	Yes
Do you have an existing workforce capable of meeting SKRECC's work requirements?	Yes
Do you commit to handling all complaints in a professional and timely manner?	Yes
Are your personnel licensed for use of chemicals and herbicides commonly used in ROW maintenance?	Yes
Do all of your workers meet OSHA requirements for the jobs which they are assigned?	Yes
Do your foremen have advanced or additional safety training?	Yes
Will you comply with all federal, state, and local laws/ordinances/etc applicable to this project?	Yes
Will you name SKRECC as additional insured on your insurance policy as required by RUS?	Yes
Will you provide SKRECC with a monthly safety report if requested?	Yes
Do you agree not to use subcontractors without first getting the permission of SKRECC?	Yes

Exhibit G Continued (Page 2 of 4)

Please enter the number of years that your company has been in business under its current name:

60

Please list below Key Personnel who are responsible and accountable for safety at your company:

David Allen, Matt Irvin, Junior Muse, and Robert Williams

Has your company been free of critical injury for the last year to date?

Note: Critical injury used here includes fatalities, dismemberment, or permanent total disability.

Please comment below:

Yes

In the space below please elaborate on your capabilities to furnish the manpower and equipment for fulfilling the requirements of SKRECC as described in the Pre-Bid Documents. Please also discuss your ability to perform the work and have it completed on time.

We are established in the area (South Kentucky RECC has been a client of Kendall for years). We understand the vegetation management needs of the region in regards to both the type of equipment and the labor pool). We will be able to furnish the manpower and equipment. We have a large fleet of equipment and meet the needs of this contract.

Are you presently or in the preceding 36 months have you been in legal proceedings with any electric utility at which you are or have provided electric contracting services. If yes, please explain below: Note: We are talking about legal proceedings with companies you work/contract for. Do not include information on lawsuits with utility customers or the general public.

None

Exhibit G Continued (Page 3 of 4)

In the space below please provide the name and address of you insurance company, along with the telephone number, name of the contact person, and other appropriate contact information.

Grenwich Insurance Company and XL Sepecialty. Please contact our insurance broker: MR. Bill Helander; Marsh/JLT Specialty. 2929 Allen Parkway, Suite 2500 Houston, TX 77019. william.helander@marsh.com 713-775-3229

To the best of your knowledge, does any officer, employee, or consultant of SKRECC have any financial interest or conflict of interest in your company? If the answer is "No" then simply type "No" in the box below. If the answer is "Yes" type "Yes" in the box below, and describe the conflict or possible conflict.

No

In the space below, please list any additional information or clarifications that you would like to provide.

Exhibit G Continued (Page 4 of 4)

In the space below please list three Electric cooperatives that you company is presently working for, and provide telephone numbers and contact person names:

Jackson Energy; Eric Glovier 606-864-4911
Inter County RECC; David Phelps 859-936-7814
Blue Grass Energy; Aaron Duncan 859-885-2122

In the space below, please provide the name, title, and contact information of the person completing this survey. Please also provide the same information for the contact person concerning this project if it is a different person. Please also provide the date that you completed this survey.

Robert Williams; President; rwilliams@wakendall.com; 770-963-6017
David Fiebelkorn; Director, Sales and Marketing; dfiebelkorn@wakendall.com; 770-963-6017

If you have any questions regarding this survey, please contact Steve Conover of Patterson and Dewar Engineers at sconover@pdengineers.com.

EXHIBIT H

Bid Invitation and Additional Bidding Instructions



Exhibit H ~ Invitation and Additional Bidding Instructions:

South Kentucky RECC: Right of Way Bidding for 2022 and 2023 work

You are invited to submit bids for upcoming distribution Right-of-Way (ROW) contracts per the attached for South Kentucky RECC (SKRECC). Bids must be submitted to Patterson & Dewar Engineers no later than **3:00 PM (Eastern), August 31, 2021.**

An informational meeting is being held on **July 30, 2021,** via Zoom **starting at 10:00 AM Eastern time.** Contractor participation at this meeting is **mandatory and failure to participate will disqualify the bidder. Bids must not be submitted until after this meeting. Please do not submit bids before this meeting.**

SKRECC reserves the right to reject any or all bids.

Please submit your proposal to Patterson & Dewar **via e-mail** by sending to the following e-mail address. **Please note that e-mail is the only means by which proposals are being accepted:**

sconover@pdengineers.com

All questions regarding the specifics of the attached should be addressed to the Consultant, Patterson & Dewar.

Consultant: Steve Conover
Patterson & Dewar Engineers, Inc.
75 Holt Rd
Jamestown, KY 42629

Telephone (606) 872-3501
sconover@pdengineers.com

GENERAL BID INSTRUCTIONS & BACKGROUND

The following must be returned to P&D via e-mail per the instructions given above:

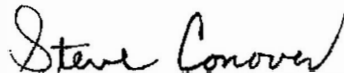
- **Exhibit I (Microsoft Excel® Workbook ~ (SKRECC Bid Sheet for 2022 and 2023 Work) ~ Enter your bid values into the yellow highlighted areas within the Workbook. Please note that there are two**

Worksheets within the Workbook that the contractor should complete. The different Worksheets can be accessed by clicking the **different tabs at the bottom of the Workbook.** Remember to save the Workbook after you enter your information.

- **In addition to the hourly rates required in the workbook, please also send a PDF copy of your complete standard hourly prices** that will be applicable to this contract. Please also be very specific regarding overtime and holiday rates and terms.
- **Bidders are required to also submit** a MS Word document that gives a thorough description of the manpower and equipment that they plan to use for each of the circuits if they are awarded the work. If the manpower and equipment is to be exactly the same for all circuits, this should be stated. If the manpower and equipment will vary from circuit to circuit, please list it for each individual circuit. Note: This information is being requested for planning purposes by SKRECC.

SKRECC will inform the successful bidder/s sometime after the bids are evaluated. Afterwards, SKRECC will prepare the necessary contract/s with attachments and make arrangements with the successful bidder/s for signing the contracts. This is expected to take place within a few days after the bids are received.

Sincerely,



Steve Conover
75 Holt Rd.
Jamestown, KY 42629

sconover@pdengineers.com

Attachments

GENERAL AGREEMENT

This agreement made and entered into this 1st day of January 2021, is between **SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION**, hereafter referred to as the **COOPERATIVE**, and **W. A. KENDALL AND COMPANY, INC.**, hereafter referred to as the **CONTRACTOR**.

1. **AREA** or **AREAS** – **COOPERATIVE** System by Office Service Areas. The **COOPERATIVE** service area served by South Kentucky R.E.C.C.
2. **CONTRACTOR** will furnish and maintain during the term of this agreement minimum insurance of General Liability 5,000,000; Automobile Liability \$500,000; Workers Compensation and Employer's Liability, as required by law; and Umbrella Catastrophe Liability of \$5,000,000. **COOPERATIVE** to be named as additional insured on insurance certificate. The **CONTRACTOR** is responsible to see that any changes or updates in insurance coverage, that would affect coverage, are reported immediately to **COOPERATIVE**.
3. **CONTRACTOR** must furnish all equipment, personnel, and supervision to perform task of trimming and clearing of right-of-way in **AREA** during the year. This work is to be scheduled for approximately 45 weeks during the year. Work before 7:00 a.m., after 5:00 p.m., or on Saturdays, Sundays, or legal holidays shall be approved by the **COOPERATIVE** before being performed.
4. **CONTRACTOR** is responsible for providing all necessary equipment and performing all maintenance and repairs on such equipment.
5. **CONTRACTOR** must obtain consent or permission for the necessary work from the property owners or public authorities having ownership or control over each tree to be trimmed or removed. Otherwise, such required work is to be reported to **COOPERATIVE'S** Right-of-way Team.
6. **CONTRACTOR** must use care to obtain permission to enter upon property owner's land and to enter and leave gates, fences, etc, as found.
7. **CONTRACTOR** must investigate and attempt to settle all valid complaints for damages caused by his work from equipment, employees, or otherwise. These will be done with immediate attention, and all efforts shall be made to effect a prompt adjustment.

8. All brush, trees cut, etc., must be chipped or “wind rowed” along the edges of the right-of-way or in such other routine manner. Stumps of trees cut should be treated with an approved mixture. It is estimated that 30% of the brush and wood will have to be handled and removed from the location cut.
9. **CONTRACTOR** agrees to perform all work to the complete satisfaction of **COOPERATIVE** and in accordance with all federal, state, municipal, county, and other local laws, ordinances, and regulations applicable to said work. All work shall be performed in accordance with such of the following as may be applicable:
 - a) All tree trimming shall be done so as to obtain maximum clearance with due regard to current and future tree health and symmetry, and in conformity with permissions obtained. **All dangerous overhanging limbs shall be removed.**
 - b) All tree limbs shall be flush cut with tree if at all possible.
 - c) All trees and brush removed in right-of-way cutting shall be cut to within three inches of the ground line.
 - d) Bush hogging is a separate work from this contract. Right-of-way is to be left “wind rowed” so bush hogging is not hindered.
10. **CONTRACTOR** agrees to see that he and his personnel are courteous, polite, and present a favorable image to the public.
11. **CONTRACTOR** does not represent **COOPERATIVE** and has no authority to obligate **COOPERATIVE** for any payment or benefit of any kind to any person.
12. **CONTRACTOR** is to follow industry accepted safety rules as to, but not limited to, equipment guards and protection to ensure safety to the general public and **CONTRACTOR’S** and **COOPERATIVE’S** personnel.
13. **CONTRACTOR** is to use diligence to not damage the **COOPERATIVE’S** electric facilities or other facilities in discharging their duties.
14. **CONTRACTOR** agrees to indemnify and hold harmless **COOPERATIVE** and it’s Directors, Officers, Agents, and Employees from all Claims of whatsoever nature or kind, including those brought by employees of **CONTRACTOR** or subcontractors, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this contract by **CONTRACTOR**, its’ employees, agents, and subcontractors. **CONTRACTOR** agrees to defend and pay all costs in defending these claims, including attorney fees.
CONTRACTOR agrees to pay any and all penalties or fines charged against the **COOPERATIVE** deriving from any act, or failure to act in connection of the work performance.

15. **CONTRACTOR** agrees to furnish weekly to **COOPERATIVE**, or its representative, daily time sheets showing the nature, amount, and location of work performed, together with the number of man-hours and equipment hours involved, and the number of trees trimmed and removed.
16. A) **CONTRACTOR** agrees to submit to **COOPERATIVE** weekly invoices.

B) **COOPERATIVE** agrees to pay for the work provided herein to be done. Invoices received by **COOPERATIVE** shall be paid as soon as it has had a reasonable opportunity to satisfy itself that the work covered by such invoices has been performed in accordance with the terms of this agreement. Normally two weeks of invoices will be paid together within the ten (10) days of the second week's invoice receipt.
17. This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns. But **CONTRACTOR** shall not assign any of its rights or duties under this agreement, or subcontract the whole or part of the work to be performed hereunder, without first having obtained the written consent of **COOPERATIVE** to such assignment or subcontract.
18. This contract is for a period from January 1, 2021 through January 31, 2023.
19. Should **CONTRACTOR** fail to carry out the work in a reasonably expected industry manner or to comply with any of the provisions of this agreement, **COOPERATIVE** may terminate this agreement upon thirty-(30) day's written notice to **CONTRACTOR**.
20. **GOVERNING LAW:** This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Kentucky.
21. **CONTRACTOR** shall pay all penalties associated with violations cited by any governing authority (Public Service Commission, OSHA, etc.).
22. **CONTRACTOR** shall have a Safety program in place and will produce documentation of Safety meetings, audits, or other necessary documents upon request.
23. **ASSIGNMENT:** This Agreement and the rights, duties, and obligations hereunder, shall not be assignable by Contractor without the prior written consent of Cooperative.

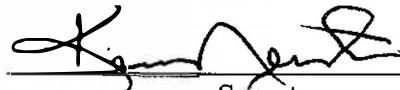
24. ENTIRE AGREEMENT: This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.

This Agreement contains all the terms, conditions, and promises of the parties hereto. No modifications or waiver of this Agreement, or any provision thereof, shall be valid or binding, unless in writing and executed by both parties hereto. No waiver by either party or any breach of any term or provision of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other term or provision.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized the day and year first above written.

SOUTH KENTUCKY R.E.C.C.

Witness:



Secretary

BY:



Chief Executive Officer

DATE: 11/4/20

W. A. KENDALL AND COMPANY, INC.

Witness:



BY:



DATE: 11/12/20

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Non-procurement List (Tel. # 202-783-3238).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred ineligible for voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant’s responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (Pages 4722 – 4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>W.A. KENDALL AND COMPANY, INC.</u>	<u>RIGHT-OF-WAY TRIMMING/CLEARING</u>
Organization's Name	Pr/Award # or Project Name
<hr/>	
<u>Robert Williams, Pres</u>	
Name and Title of Authorized Representative	
<hr/>	
<u>[Signature]</u>	<u>11/12/00</u>
Signature	Date

**CERTIFICATION FOR CONTRACTORS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his/her knowledge and belief, that;

1. No Federal Appropriated Funds have been paid or will be paid, by or on behalf of this undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal Appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its' instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and Cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

W.A. KENDALL AND COMPANY, INC. 2021 RIGHT-OF-WAY CLEARING/TRIMMING

Organization Name

Robert Williams

NAME OF AUTHORIZED OFFICIAL

SIGNATURE

DATE

k: Right-of-Way WA Kendall 21.tc

11/12/20

BOARD RESOLUTION

WHEREAS, South Kentucky Rural Electric Cooperative Corporation has an existing contract with W. A. Kendall Company for right of way line clearance and tree trimming and;

WHEREAS, W.A. Kendall and Company has submitted a low bid and;

WHEREAS, W. A. Kendall Company has agreed to continue with current pricing until the end of 2020 and;

WHEREAS, such bid was for a period of two years, beginning January 1, 2021 through January 31, 2023 therefore;

BE IT RESOLVED, that South Kentucky Rural Electric Cooperative Corporation accepts a two-year contract with W. A. Kendall and Company, Inc. at the following prices:

Current Year (2020)

**3 Men Bucket Crew & Bucket Truck with Chipper
2 Man Jarraff Crew & EQUIPMENT**

\$ [REDACTED]

Year 1 (2021)

**3 Men Bucket Crew & Bucket Truck with Chipper
2 Man Jarraff Crew & EQUIPMENT**

\$ [REDACTED]
\$ [REDACTED]

Year 2 (2022)

**3 Men Bucket Crew & Bucket Truck with Chipper
2 Man Jarraff Crew & Equipment**

\$ [REDACTED]
\$ [REDACTED]

I, Greg Beard, Secretary of South Kentucky Rural Electric Cooperative Corporation, do hereby certify that the above is a true and correct excerpt from the minutes of the Board of Directors Meeting of the Cooperative, held on the 15th day October 2020 at which meeting a quorum was present.


Greg Beard, Secretary

10/15/20
Date