

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

ELECTRONIC APPLICATION OF TAYLOR COUNTY	)	
RURAL ELECTRIC COOPERATIVE CORPORATION	)	CASE NO.
FOR A GENERAL ADJUSTMENT OF RATES	)	2023-00147

**RESPONSES TO COMMISSION STAFF'S THIRD REQUEST FOR INFORMATION  
TO TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION  
DATED AUGUST 2, 2023**

**Filed: August 11, 2023**

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE ELECTRONIC APPLICATION OF )  
TAYLOR COUNTY RURAL ELECTRIC ) Case No. 2023-000147  
COOPERATIVE CORPORATION FOR )  
A GENERAL ADJUSTMENT OF RATES )

VERIFICATION OF JEFFREY R. WILLIAMS

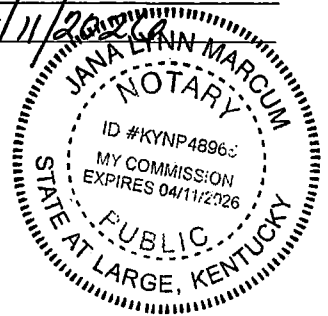
COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF TAYLOR )

Jeffrey R. Williams, Chief Executive Officer of Taylor County Rural Electric Cooperative Corporation, being duly sworn, states that he has supervised the preparation of certain responses to Commission Staff's Third Request for Information in the above referenced case on behalf of Taylor County Rural Electric Cooperative Corporation, and that the matters and things set forth therein are true and accurate to the best of his knowledge, information and belief, formed after reasonable inquiry.

Jeffrey R. Williams

The foregoing Verification was signed, acknowledged and sworn to before me this 7 day of August, 2023, by Jeffrey R. Williams.

Commission expiration: 04/11/2026



**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

**THE ELECTRONIC APPLICATION OF            )**  
**TAYLOR COUNTY RURAL ELECTRIC        )**           **Case No. 2023-000147**  
**COOPERATIVE CORPORATION FOR        )**  
**A GENERAL ADJUSTMENT OF RATES     )**

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**VERIFICATION OF PATSY WALTERS**

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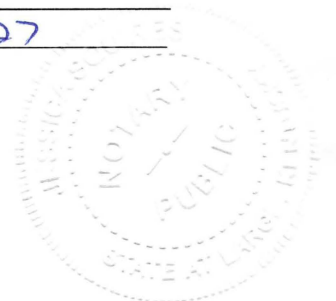
COMMONWEALTH OF KENTUCKY    )  
  )  
COUNTY OF TAYLOR                    )

Patsy Walters, Manager, Finance and Accounting of Taylor County Rural Electric Cooperative Corporation, being duly sworn, states that she has supervised the preparation of certain responses to Commission Staff's Third Request for Information in the above referenced case on behalf of Taylor County Rural Electric Cooperative Corporation, and that the matters and things set forth therein are true and accurate to the best of her knowledge, information and belief, formed after reasonable inquiry.

*Patsy Walters*  
Patsy Walters

The foregoing Verification was signed, acknowledged and sworn to before me this 4 day of August, 2023, by Patsy Walters.

*Jessie Spivey*  
Commission expiration: 5-20-27  
*623618*



COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

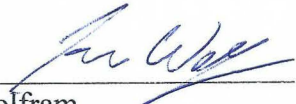
THE ELECTRONIC APPLICATION OF )  
TAYLOR COUNTY RURAL ELECTRIC )  
COOPERATIVE CORPORATION FOR )  
A GENERAL ADJUSTMENT OF RATES )

Case No. 2023-000147


VERIFICATION OF JOHN WOLFRAM

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

John Wolfram, Principal, Catalyst Consulting LLC, being duly sworn, states that he has supervised the preparation of certain responses to Commission Staff's Third Request for Information in the above referenced case on behalf of Taylor County Rural Electric Cooperative Corporation, and that the matters and things set forth therein are true and accurate to the best of his knowledge, information and belief, formed after reasonable inquiry.

  
John Wolfram

The foregoing Verification was signed, acknowledged and sworn to before me this 8<sup>th</sup> day of August, 2023, by John Wolfram.

  
Commission expiration: 10/25/2026

**DESTINY ANN HENSON**  
Notary Public - State at Large  
Kentucky  
My Commission Expires Oct. 25, 2026  
Notary ID KYNP61142

**DESTINY ANN HENSON**  
Notary Public - State at Large  
Kentucky  
My Commission Expires Oct  
Notary ID KYNP61142



**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**  
**PSC CASE NO. 2023-00147**  
**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 1**

**RESPONSIBLE PARTY:           John Wolfram**

**Request 1.**           Compare Taylor RECC's proposed residential monthly customer charge to the residential monthly customer charges currently charged by each electric utility subject to the Commission's jurisdiction.

**Response 1.**           Please see the response to the Attorney General's First Request Item 27b.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 2**

**RESPONSIBLE PARTY: Patsy Walters and John Wolfram**

**Request 2.** Refer to the Application, the Direct Testimony of John Wolfram (Wolfram Direct Testimony), Exhibit JW-2, Schedule 1.06. Provide the same adjustment using 2021 data.

**Response 2.** Exhibit JW-2, Schedule 1.06 is calculated using 2021 data.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 3**

**RESPONSIBLE PARTY: Patsy Walters**

**Request 3.** Refer to Application, Wolfram Direct Testimony, Exhibit JW-2, Schedule 1.09. Provide any test-year expenses for the Board of Directors that were for spouses or family of directors.

**Response 3.** Taylor County RECC provided family health insurance for one Director. The spouse's 2021 annual health insurance premium/HRA contribution was \$20,879.38. All director's health insurance was included in pro forma adjustments and was not included in adjusted test year expenses.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 4**

**RESPONSIBLE PARTY: Patsy Walters**

**Request 4.** Refer to Application, Wolfram Direct Testimony, Exhibit JW-2, Schedule 1.08. Provide all donations, advertising, and dues paid by Taylor RECC in the test year Excel spreadsheet format, with all formulas, columns, and rows unprotected and fully accessible.

**Response 4.** Please see attached. The attachment is an Excel spreadsheet, with all formulas, columns, and rows unprotected and fully accessible.



ATTACHMENTS  
ARE EXCEL  
SPREADSHEETS  
AND UPLOADED  
SEPARATELY

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/23**

**REQUEST 5**

**RESPONSIBLE PARTY:                 John Wolfram**

**Request 5.**                 Refer to the Application, Wolfram Direct Testimony Exhibit JW-5, pages 8-9. The unadjusted results of the Cost-of-Service Study (COSS) show that the Residential Farm & Home A have a Utility Operating Margin of (2,218,303). The adjusted results of the Residential Farm & Home A resulted in a Pro-Forma Utility Operating Margin of (4,720,813). Provide a justification for the pro-forma adjustment.

**Response 5.**                 The difference between the unadjusted margin of (\$2,218,303) and the adjusted margin of (\$4,720,813) is the application of the pro forma adjustments listed in Exhibit JW-2, page 2 (also listed in Wolfram Direct Testimony on page 10). In the COSS, the pro forma adjustments are allocated to the rate classes by various allocators (which vary based on the individual pro forma adjustments), as listed in the COSS in Exhibit JW-3, page 9 of 19. These include adjustments to revenue and expense. For all of the pro forma adjustments, the portions allocated to Residential Farm & Home Rate A collectively decrease margins. Justifications for each adjustment are provided in direct testimony.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 6**

**RESPONSIBLE PARTY:            John Wolfram**

**Request 6.**            Refer to the Application, Wolfram Direct Testimony, Exhibit JW-5, page 18.

          a.            The COSS showed that the cost-based customer charge should be revised to \$30.79. Explain why Taylor RECC selected a customer charge of \$16.84.

          b.            Explain whether Taylor RECC has considered implementing the customer charge in phases. If not, then explain why not.

          c.            Explain how using the zero-intercept method in the COSS resulted in a \$30.79 customer charge.

**Response 6a.**            The customer charge of \$16.84 eliminates approximately 1/3 of the gap between the current customer charge and the cost-based customer charge of \$30.79. See Wolfram Direct page 24.

**Response 6b.**            No Taylor County RECC did not. Please see the response to the Attorney General's Second Data Requests Item 18b.

**Response 6c.**            The zero-intercept method in the COSS did not "result" in a \$30.79 customer charge. Rather, the COSS in its entirety shows that the actual fixed monthly cost of

serving a residential member is \$30.79. The zero intercept method is used to split distribution-related demand costs between the customer-related portion and the demand-related portion and it does affect the customer charge, but it is not the only item that affects the customer charge. In the COSS, other factors also affect the determination of the customer charge, including costs for distribution plant, customer services, meters, lighting systems, meter reading, billing, and customer service, along with a share of return on investment. This is shown on Exhibit JW-5, page 14 of 19.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 7**

**RESPONSIBLE PARTIES: Patsy Walters and John Wolfram**

**Request 7.** Refer to the Application, Wolfram Direct Testimony, Exhibit JW-5, page 18.

a. Using a presumed revenue increase of \$6,125,858, provide a sample bill for the average energy use Residential Farm & Home customer using the \$16.84 customer charge and a resulting energy charge, include in the response the most recent line items that are typically included in the bill.

b. Using a presumed revenue increase of \$6,125,858, provide a sample bill for the average energy use Residential Farm & Home customer using the \$13.53 customer charge and a resulting energy charge. Include in the response the most recent line items that are typically included in the bill.

c. Using a presumed revenue increase of \$6,125,858, provide a sample bill for the average energy use Residential Farm & Home customer using \$20.15 customer charge and a resulting energy charge. Include in the response the most recent line items that are typically included in the bill.

**Response 7a.** Please see attached at page 3 of 5.

**Response 7b.** Please see attached at page 4 of 5.

**Response 7c.** Please see attached at page 5 of 5.

Base 16.84  
 Fuel Adj 0.00487  
 Sur Chg 15.36%  
 Sch Tax 3.0%

**TAYLOR COUNTY RURAL ELECTRIC  
 COOPERATIVE CORPORATION**

P.O. BOX 100  
 Campbellsville, KY 42719

A Touchstone Energy® Cooperative

Campbellsville 270-465-4101 Toll Free 1-800-931-4551  
 Office Hours 8:00 A.M.- 5:00 P.M. Eastern Time Monday thru Friday

ACCOUNT NUMBER	ACCOUNT NAME	RATE	CLASS	SERVICE ADDRESS	LOCATION NUMBER	METER #			
[REDACTED]	[REDACTED]	1	2	[REDACTED]	1234567890	55555			
FROM	SERVICE TO	NO. DAYS	READING TYPE	READING PREVIOUS	READING PRESENT	MULT	KWH USAGE	KW DEMAND	CHARGES
6-30-23	7-31-23	31	2	00000	01113	1	1113		121.97
0.00487 FUEL									5.42
ENVIRONMENTAL SURCHARGE 15.36%									19.57
SCHOOL TAX									4.41
TOTAL CURRENT BILL DUE									151.37
PREVIOUS AMOUNT DUE									.00
THANK YOU FOR YOUR PAYMENT									.00
TOTAL AMOUNT DUE									151.37
IF PAID AFTER DUE DATE ADD THIS AMOUNT FOR ESTIMATED PENALTY									7.35

A 5% penalty is added to all bills after the due date.

Previous Amount Due - The due date indicated on this statement is for the current month's bill only and does not apply to previous amounts due. Previous amounts due are past-due and may be subject to service disconnection.

**AMOUNT DUE NOW**

**\$ 151.37**

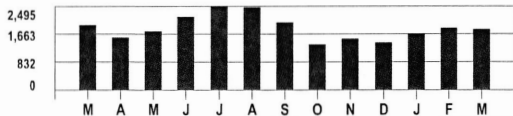
**DUE DATE** 8-31-23

**BILL IS DELINQUENT AFTER DUE DATE**

**AFTER DUE DATE PAY**

**\$ 158.72**

Your Electricity Use Over The Last 13 Months



ONLINE BILL PAYMENT IS NOW AVAILABLE. VISIT OUR WEBSITE AT  
[WWW.TCRECC.COM](http://WWW.TCRECC.COM)

**CLASS**

- 1 = Residential
- 2 = Residential
- 3 = Small Church
- 4 = Small Commercial
- 5 = Small School
- 6 = Large Power
- 7 = Large Power
- 8 = Large Power
- 9 = Street Lighting
- 12 = Residential Marketing
- 13 = C1 Large Industrial Contract Rate
- 14 = C2 Large Industrial Contract Rate
- 15 = C3 Large Industrial Contract Rate
- 16 = B1 Large Industrial Contract Rate
- 17 = B2 Large Industrial Contract Rate
- 18 = B3 Large Industrial Contract Rate

**RATE**

- 1. Residential
- 2. Small Commercial
- 3. Large Power
- 4. Primary Meter Lg Power
- 6 Street Lights
- 11. Residential Marketing

**READING TYPE**

- R Regular Meter Reading
- E Estimated Meter Reading

KEEP THIS PORTION FOR YOUR RECORDS - RETURN BOTTOM PORTION WITH PAYMENT

KY08230G

**Taylor Co. RECC**

P.O. BOX 100  
 Campbellsville, KY 42719-0100  
 ADDRESS SERVICE REQUESTED

BILLING DATE			METER NUMBER
8-3-23			55555
TELEPHONE NUMBER	BC	CYCLE	AFTER DUE DATE PAY
270-465-0000		100	158.72
ACCOUNT NUMBER	DUE DATE		AMOUNT DUE
[REDACTED]	8-31-23		151.37

AMOUNT PAID \$ \_\_\_\_\_

TAYLOR COUNTY RECC  
 PO BOX 100  
 CAMPBELLVILLE KY 42719-0100



Base 13.53

**TAYLOR COUNTY RURAL ELECTRIC  
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ACCOUNT NUMBER		ACCOUNT NAME				RATE	CLASS	SERVICE ADDRESS			LOCATION NUMBER	METER #
[REDACTED]		[REDACTED]				1	2	[REDACTED]			1234567890	55555
FROM	SERVICE TO	NO. DAYS	READING TYPE	READING PREVIOUS	READING PRESENT	MULT	KWH USAGE	KW DEMAND	CHARGES			
6-30-23	7-31-23	31	2	00000	01113	1	1113		118.66			
0.00487 FUEL									5.42			
ENVIRONMENTAL SURCHARGE 15.36%									19.06			
SCHOOL TAX									4.29			
TOTAL CURRENT BILL DUE									147.43			
PREVIOUS AMOUNT DUE									.00			
THANK YOU FOR YOUR PAYMENT									.00			
TOTAL AMOUNT DUE									147.43			
IF PAID AFTER DUE DATE ADD THIS AMOUNT FOR ESTIMATED PENALTY									7.16			

A 5% penalty is added to all bills after the due date.

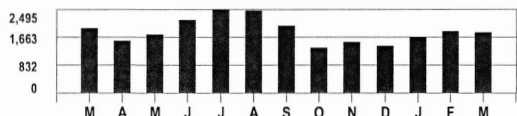
Previous Amount Due - The due date indicated on this statement is for the current month's bill only and does not apply to previous amounts due. Previous amounts due are past-due and may be subject to service disconnection.

**AMOUNT DUE NOW \$ 147.43**

**DUE DATE 8-31-23 BILL IS DELINQUENT AFTER DUE DATE**

**AFTER DUE DATE PAY \$ 154.59**

Your Electricity Use Over The Last 13 Months



ONLINE BILL PAYMENT IS NOW AVAILABLE. VISIT OUR WEBSITE AT [WWW.TCRECC.COM](http://WWW.TCRECC.COM)

**CLASS**

- 1 = Residential
- 2 = Residential
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- 4 = Small Commercial
- 5 = Small School
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- 9 = Street Lighting
- 12 = Residential Marketing
- 13 = C1 Large Industrial Contract Rate
- 14 = C2 Large Industrial Contract Rate
- 15 = C3 Large Industrial Contract Rate
- 16 = B1 Large Industrial Contract Rate
- 17 = B2 Large Industrial Contract Rate
- 18 = B3 Large Industrial Contract Rate

**RATE**

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- 3. Large Power
- 4. Primary Meter Lg Power
- 6. Street Lights
- 11. Residential Marketing

**READING TYPE**

- R Regular Meter Reading
- E Estimated Meter Reading

KEEP THIS PORTION FOR YOUR RECORDS - RETURN BOTTOM PORTION WITH PAYMENT

KY08230G

**Taylor Co. RECC**

P.O. BOX 100  
Campbellsville, KY 42719-0100  
ADDRESS SERVICE REQUESTED

BILLING DATE			METER NUMBER
8-3-23			55555
TELEPHONE NUMBER	BC	CYCLE	AFTER DUE DATE PAY
270-465-0000		100	154.59
ACCOUNT NUMBER	DUE DATE		AMOUNT DUE
[REDACTED]	8-31-23		147.43

AMOUNT PAID \$ \_\_\_\_\_

TAYLOR COUNTY RECC  
PO BOX 100  
CAMPBELLVILLE KY 42719-0100





**TAYLOR COUNTY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

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Campbellsville 270-465-4101 Toll Free 1-800-931-4551

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ACCOUNT NUMBER		ACCOUNT NAME				RATE	CLASS	SERVICE ADDRESS			LOCATION NUMBER	METER #
[REDACTED]		[REDACTED]				1	2	[REDACTED]			1234567890	55555
FROM	SERVICE TO	NO. DAYS	READING TYPE	READING PREVIOUS	READING PRESENT	MULT	KWH USAGE	KW DEMAND	CHARGES			
6-30-23	7-31-23	31	2	00000	01113	1	1113		125.28			
0.00487 FUEL									5.42			
ENVIRONMENTAL SURCHARGE 15.36%									20.08			
SCHOOL TAX									4.52			
TOTAL CURRENT BILL DUE									155.30			
PREVIOUS AMOUNT DUE									.00			
THANK YOU FOR YOUR PAYMENT									.00			
TOTAL AMOUNT DUE									155.30			
IF PAID AFTER DUE DATE ADD THIS AMOUNT FOR ESTIMATED PENALTY									7.54			

A 5% penalty is added to all bills after the due date.

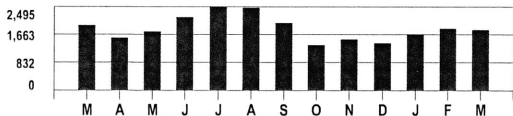
Previous Amount Due - The due date indicated on this statement is for the current month's bill only and does not apply to previous amounts due. Previous amounts due are past-due and may be subject to service disconnection.

**AMOUNT DUE NOW** \$ 155.30

**DUE DATE** 8-31-23 **BILL IS DELINQUENT AFTER DUE DATE**

**AFTER DUE DATE PAY** \$ 162.84

Your Electricity Use Over The Last 13 Months



ONLINE BILL PAYMENT IS NOW AVAILABLE. VISIT OUR WEBSITE AT [WWW.TCRECC.COM](http://WWW.TCRECC.COM)

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- 16 = B1 Large Industrial Contract Rate
- 17 = B2 Large Industrial Contract Rate
- 18 = B3 Large Industrial Contract Rate

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- 6. Street Lights
- 11. Residential Marketing

**READING TYPE**

- R Regular Meter Reading
- E Estimated Meter Reading

KEEP THIS PORTION FOR YOUR RECORDS - RETURN BOTTOM PORTION WITH PAYMENT

KY08230G

**Taylor Co. RECC**

P.O. BOX 100  
Campbellsville, KY 42719-0100  
ADDRESS SERVICE REQUESTED

BILLING DATE			METER NUMBER
8-3-23			55555
TELEPHONE NUMBER	BC	CYCLE	AFTER DUE DATE PAY
270-465-0000		100	162.84
ACCOUNT NUMBER	DUE DATE		AMOUNT DUE
[REDACTED]	8-31-23		155.30

AMOUNT PAID \$ \_\_\_\_\_

TAYLOR COUNTY RECC  
PO BOX 100  
CAMPBELLVILLE KY 42719-0100



**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 8**

**RESPONSIBLE PARTY:            John Wolfram**

**Request 8.**            Refer to Application, Wolfram Direct Testimony, Exhibit JW-8, page 2. Explain whether a 90.71 percent customer related classification for underground conductors and devices is considered average. If not, why not.

**Response 8.**            For underground conductors, it is not uncommon for the zero intercept study to return a high percentage value for customer-related classification. In theory this is because much of the cost of underground service is related to actually placing the conductor underground, regardless of its size, which makes more of the cost size-invariant (and therefore customer-related, not demand-related).

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**  
**PSC CASE NO. 2023-00147**  
**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 9**

**RESPONSIBLE PARTY:            John Wolfram**

**Request 9.**            Refer to the Application, Wolfram Direct Testimony, Exhibit JW-8, page 3. Explain why the total number of units is equal to *The Electric Utility Cost Allocation Manual* published by the National Association of Regulatory Utility Commissioners (NARUC CAM) instead of the actual quantity of line transformers.

**Response 9.**            In Exhibit JW-8, page 3, the total number of units is not limited; only the number of units used to assess the customer-related portion of costs is limited. According to the NARUC CAM, in the zero intercept analysis of line transformers, only single-phase transformers up to 50 kVA should be included in the customer component. Thus in the analysis on page 3, only the transformers up to 50 kVA are used to determine the customer related costs, and those costs are then compared to the total cost of the sample to determine the ratio of customer-related and demand-related costs.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 10**

**RESPONSIBLE PARTY: Patsy Walters and John Wolfram**

**Request 10.** Provide the depreciation rates used by Taylor RECC for each year from 2012 through 2023. If the depreciation rate was different from the depreciation rate authorized in Case No. 2012-00023 provide an explanation of why Taylor RECC is using an unauthorized depreciation rate.

**Response 10.** Please see attached for the depreciation rates used by Taylor County RECC for each of the years from 2012 through 2023. For the requested explanation please see Taylor County RECC's response to the Attorney General's First Request Item 53 that was previously provided.



**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 7/05/2023**

**REQUEST 11**

**RESPONSIBLE PARTY: Patsy Walters**

**Request 11.** Refer to Taylor RECCs 'response to Commission Staff's First Request for Information, Item 52, Response\_52\_Nonrecurring\_charges\_2\_(1).xlsx, Combined Data tab, cell I15. Provide a cost justification for the (\$3,170.33) meter reading charge.

**Response 11.** In 2017, Taylor County RECC had to recalculate a member's bill due to a bankruptcy notice received. The amount billed was coded with a charge code 11 in error.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 7/05/2023**

**REQUEST 12**

**RESPONSIBLE PARTY: Jeff Williams**

**Request 12.** Refer to Taylor RECC's response to Commission Staff's Second Request for Information (Staff's Second Request), Item 1(c). The response stated the request for proposals (RFP) for vegetation management was submitted confidentially, it was not filed, only the bids were provided. Proved the RFP.

**Response 12.** Please see attached. The email that was sent to the potential bidders is page 2 of 18. The email stated that three documents were attached to the email. The first one, the Right-of-Way contract is attached at pages 3 through 13 of 18. The second attachment referenced in the email is an Excel spreadsheet and is being uploaded separately and the third attachment referenced in the email is the pre-qualifications which is attached as pages 14 through 18 of 18.

From: [REDACTED] >  
Sent: Tuesday, November 1, 2022 3:08 PM  
To: [REDACTED]  
Subject: BIDS accepted for 2023 vegetation management

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.  
Taylor County RECC in Campbellsville, Kentucky is accepting bids for right-of-way maintenance for 2023. Enclosed you will find:

1. ROW clearing contract
2. Bid Form with Circuits to be cut
3. Pre-Qualification Document

TCRECC invites you to bid on each circuit OR bid an hourly garaff crew with a skid steer by 3:00 on December 15. Please place bid in SEALED envelope marked "2023 TCRECC ROW BID ENCLOSED" attention Lynn Marcum.

If you require an electronic circuit map please contact Tommy Curry or Lynn Marcum (both copied on this email).

In summary:

- Bid each circuit listed in total dollars (all-in bid)
- Bid hourly 2-man crews (using garaff and skid steer) by providing per hour cost
- If you would like to make bids with a fuel adjustment, please add a 3rd bid with a fuel adjustment proposal (e.g. if diesel is below \$X.XX normal price, if above an upcharge of \$x.XX per hour)

Thank you and feel free to reach out to Lynn or Tommy with any questions.

Jeff Williams  
CEO – Taylor County RECC  
270-860-9339

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# RIGHT-OF-WAY CLEARING CONTRACT

## CONTRACTOR'S PROPOSAL

(Proposal shall be submitted in ink or typewritten)

### ARTICLE 1 - GENERAL

**Section 1. Offer to Clear.** The undersigned (hereinafter called the "Contractor") hereby proposes to furnish all materials, equipment, machinery, tools, labor, transportation and other means required to trim and/or removes trees interfering with the Owner's electric transmission and distribution lines, to cut brush and undergrowth on Owner's right-of-way, and dispose of the debris resulting from such work as specified by the Owner, its agents or employees to the satisfaction of the property owner, bearing the RUS Designation Kentucky 20 McCracken in strict accordance with the Specifications and Drawings therefor, attached hereto and made a part hereof for the prices hereinafter stated.

**Section 2. Description of Project.** The Project will consist of approximately 468 miles of right-of-way clearing that may be split between Contractors. The Project is located in Counties in central Kentucky in Taylor County RECC's service area, largely consisting of Green, Taylor, Casey and Adair Counties.

**Section 3. Description of Contract.** The Description of Units, Specifications, Drawings and Plans attached hereto and made a part hereof, together with the Proposal and Acceptance constitute the Contract. The Plans consisting of maps and plan and profile sheets if transmission clearing is included, showing the miles of right-of-way units that are to be cleared, along with other special drawings are identified as follows:

Attachment 1 — Supplemental Conditions and Specific Requirements

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**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 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 agrees to secure all permits and licenses necessary for the performance of the work to be performed hereunder and to pay all charges and fees required for such permits and licenses.

**Section 6. Taxes.** The unit prices for Right-of-Way Clearing Units 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 11 – WORK

#### Section 1. Time and Manner of Work.

- (a) The Contractor agrees to commence work no later than January 1, 2023 (hereinafter called the "Commencement Date ") or such 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 thirty (30) calendar days after date of acceptance of this Proposal. The Contractor further agrees to prosecute diligently and to complete clearing in strict accordance with the Specifications and Drawings by December 15<sup>th</sup> of each year.
- (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 therefor 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 right-of-way clearance shall be as set forth below, the numbers or names being the designations of extensions or areas (hereinafter called the "Sections") corresponding to the numbers or names shown on the maps attached hereto, or if no Sections are set forth below, the sequence of trimming shall be as determined by the Contractor subject to the approval of 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 therefor 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 therefor to the Owner prior to the commencement of work in connection with such change or addition.
- (e) The Contractor shall not perform any work hereunder on Sundays, holidays observed by the Owner, or between the hours of 6 PM and 7 AM without the express written approval of the Owner. The time for completion specified in subsection (a) of this Section I shall not be affected in any way by inclusion of this subsection or by the Owner's consent or lack of consent to work any of these restricted periods.

**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.

### **Section 3. Supervision and Inspection.**

- (a) The Contractor shall cause the work on the Project to receive constant supervision by a competent general foreman or supervisor (hereinafter called the "Superintendent ") who shall 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 workers as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent 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) The Owner may suspend the work wholly or in part for such period or periods as the Owner 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 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 111 - PAYMENT

### Section 1. Payments to Contractor.

- (a) The Owner shall make partial payment to the Contractor for work accomplished and audited during the preceding calendar month on the basis of a statement of completed work furnished and certified to by the Contractor and 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. Only ninety percent (90%) of each such statement approved during the clearing of a given circuit shall be paid by the Owner to the Contractor prior to completion of all work for that circuit. Upon completion of the clearing of a circuit, the Contractor shall prepare a final statement and the Owner agrees to pay the remaining ten percent (10%) of the charges upon inspection of total completion.

#### Removal Payments

- (b) Within the first fifteen (15) days of each calendar month, The Owner shall make partial payment to the Contractor for removals accomplished and audited during the preceding calendar month on the basis of a statement of completed work furnished and certified to by the Contractor and 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.
- (c) The Contractor shall be paid on a lump sum basis in accordance with the prices quoted herein as amended by approved Contract Amendments, if any.
- (d) 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.

**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.

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 twenty (20) feet on both sides of the center line of the poles 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 Contractor for access to the route of the Project lines from public roads to carry on the work.
- (f) 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. Such indemnification specifically includes, but is not limited to, any fines, penalties, sanctions, or judgments imposed by any local government, regulatory agency, or court against Owner and Owner's directors, officers, and employees for any act or omission or conduct of Contractor, its subcontractors, employees, suppliers, representatives, and assigns, including the costs of defending any such proceeding (including reasonable attorney's fees). 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. No payments made by the owner pursuant to this provision shall be deemed payments of a "volunteer".
- (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, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.
- (g) Any and all excess 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.

- (h) 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.
- (i) The Contractor shall submit to the Owner weekly reports in of all accidents, giving such data as may be prescribed by the Owner.

**Section 2. Insurance.** Contractor shall take out and maintain throughout period of this Agreement the following minimum amounts of insurance:

- (a) Contractor agrees to provide Worker's Compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor under this Agreement.
- (b) Contractor agrees to provide employer's liability insurance, as required by law, covering all their employees who perform any of the obligations of the contractor, engineer, and architect under the Contract. If any employer or employee is not subject to workers ' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers ' compensation laws.
- (c) Public liability insurance covering all operations under the Contract shall have limits for bodily injury or death of not less than \$2 million each occurrence, limits for property damage of not less than \$2 million each occurrence, and \$5 million aggregate for accidents during the policy period. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- (d) Automobile liability insurance on all motor vehicles used in connection with the Contract, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$3 million each occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections (b) and (c) of this Section. In any such event, the additional premium, or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Contractor shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than thirty (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.** Where the right-of-way clearance of a Section as hereinbefore defined in Article II, Section 1 (c) shall have been completed by the Contractor, the Owner agrees, after final inspection and having found the work acceptable and release of final payment for work performed on a circuit, to accept delivery of possession and control of such Section. 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 (f) 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 performance of any of the terms of this Proposal, Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the Surety, if any, 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. In such event the Owner may take possession of and utilize, in completing the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor or any of its subcontractors, which may be situated at the site of the Project. 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 **One Thousand Dollars (\$1,000)** 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; if the amount due and to become due from the Owner to the Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.

**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 "Completion of Clearing" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof except the Contractor's obligations in respect of furnishing (1) the "Certificate of Contractor and Indemnity Agreement " and (2) the Final Inventory both referred to in Article III, Section 1 hereof.
- (b) 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. 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 regulation issued pursuant thereto, and 18 U.S.C. 286, 287, 1001, as amended, the Contractor understand that the obligations of the parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the premises.

### Section 3. Equal Opportunity Provisions.

- (a) Contractor's Representations.

The Contractor represents that:

It has \_\_\_ does not have \_\_\_, 100 or more employees, and if it has, that it has \_\_\_, has not \_\_\_, furnished the Equal Employment Opportunity—Employer's Information Report EEO-I, 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:

- (1) 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; lay off 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 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.
- (3) 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 workers representative 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 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.
- (5) 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.
- (6) 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
- (7) 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 Nonsegregated 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 \$1 000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

**Section 4. 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 Project other than permission to clear from landowners.

**Section 5. 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 6. 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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Secretary

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 Contractor, \_\_\_\_\_ for the following:

Total Distribution Clearing: \$ \_\_\_\_\_

\_\_\_\_\_  
CEO – TCRECC

ATTEST: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

ATTACHMENT 1  
SUPPLEMENTAL CONDITIONS  
AND  
SPECIFIC REQUIREMENTS

**I. SPECIFIC REQUIREMENTS**

1. Right-of-way clearing standards:
  - a. Right-of-Way shall be a minimum of forty (40) feet wide for two and three phase lines and thirty (30) feet wide for single phase lines.
  - b. Effective tree clearance for line reliability is dependent on the type of tree, its growth rate and habit.
  - c. All trees, shrubs, brush, vines, etc. shall be cut “earth-to-sky” and cleaned up that are located under or within minimum clearance outlined above. Debris resulting from the clearing operation shall be chipped and left on the right-of-way, where permissible, and in such a manner as not to obstruct roads, ditches, drains, etc.
  - d. All yard trees to be cut will be signified by a red dot of paint on the trunk. A yard tree is defined as a tree located in a residential lawn that is regularly mowed. These trees shall be cut and cleaned up even if said tree(s) are located further than twenty (20) feet from existing overhead primary lines. No overhang within the 40’ or 30’ specification will be accepted as completed.
  - e. Dwarf trees and shrubbery in a residential lawn will be left alone as long as they are located a minimum of ten (10) feet below the neutral and TCRECC crews can safely work on the facilities.
  - f. Any growth located within a fencerow shall be cut and removed to the height of the fencerow.
  - g. Any and all trees removed or topped in a fencerow with a three inch (3”) or larger diameter stump shall be treated with a dyed chemical.
2. Shaping or rounding-over trees beyond what is described in ANSI (AMERICAN NATIONAL STANDARDS INSTITUTE) A300 to achieve the desired conductor/vegetation clearance shall not be performed.

**II. SUPPLEMENTAL CONDITIONS**

1. The Contractor shall prepare and forward to the Owner a written weekly report outlining work performed the previous week, miles trimmed, and trees removed, problems encountered and resolved, time lost due to inclement weather, issues requiring the Owner's input and/or assistance, etc. Any event upon which the Contractor intends to rely on for an extension of time and/or change order to the Contract shall be clearly and completely described in the first report issued after said event occurs. Failure to notify the Owner of such an event within ten (10) calendar days of its occurrence will negate any possibility of it being used to support a change to the Contract.
2. Contractor agrees that complaints of any nature received through the Cooperative or directly from property owners, agents, or public authorities shall receive immediate attention and that all efforts shall be made for a prompt adjustment. All complaints, and any action taken by the Contractor in connection

with such complaints, shall be reported to the Cooperative in writing.

3. Contractor agrees that its personnel attire and equipment shall be clearly marked with company logo. The Contractor shall maintain its tools and equipment in good working order and with as neat an appearance as possible considering the work being performed.
4. Contractor agrees to install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the general public or damage to the property and personnel of the Cooperative or the general public.
5. The qualifications and experience of all individuals that will be working within fifteen (15) feet of energized primary facilities shall be submitted to the Owner before they perform any work under this Contract.
6. All trees and brush removed in right-of-way cutting shall be cut flush as possible with ground lines. Logs shall be disposed of as designated on the right-of-way form or as designated in the Easement or Specifications. If upon request, logs may be cut to length, stacked neatly, and left on the right-of-way for the landowner.
7. The Contractor agrees to call the Cooperative immediately on all customer refusals. The Cooperative agrees to resolve these refusals within thirty (30) days of receipt from the Contractor. In the event that the refusal is not resolved within thirty (30) days, the Cooperative agrees to release the Contractor from responsibility for work associated with said refusal. Clearing and cutting in areas where refusals are related to land or weather conditions, such as crop lands or wet conditions, shall remain the responsibility of the Contractor.
8. The Cooperative agrees to provide circuit diagrams, which have been divided or broken into phases, outlining the flow of work. The Contractor agrees to complete all manual work on each phase before advancing to the next phase. It is agreed that machine work can advance once all machine work in a phase is completed.
10. The Contractor agrees to cut all circuitry, including disconnected lines and overhead guy poles, unless otherwise agreed to by the Cooperative.
11. Trimming or clearing associated with secondaries or services beyond the above stated distances is not included.
12. It is understood by and between the parties that the electric circuits of the Cooperative are to continue in normal operation during this work, and that Contractor is to provide and use all protective equipment necessary for the protection of Contractor's employees and to guard against interfering with the normal operation of said circuits.
13. The Contractor agrees to report all visually identifiable danger trees, which within reasonable judgement, threaten the operation of the Cooperative's circuitry and which are located outside of the 40' specification to the Cooperative's right-of-way foreman. A danger tree is defined as any tree that is off the right-of-way that, due to decay, leaning toward the line, or is exhibiting other abnormal characteristics, could fall and come into contact with supply lines.

## BIDDER'S QUALIFICATION DOCUMENT

### Financial Analysis

#### BIDDER'S QUALIFICATIONS

##### Financial Analysis

*To be submitted in accordance with the provisions set forth in "Notice and Instructions to Bidders" contained in the bidding documents for the project.*

The undersigned Bidder makes the following representations relating to its proposal to provide overhead  
distribution line construction services

for (Business name, address and Rural Electrification Administration designation) Taylor County RECC  
625 W Main Campbellsville 42718

1. The Bidder maintains a permanent place of business at

\_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_

2. The Bidder possesses adequate financial resources as indicated by the following abbreviated statement:

Financial condition at close of business \_\_\_\_\_ , 20 \_\_\_\_\_ :

**ASSETS:**

(a) Cash in bank and on hand	\$	
(b) Receivable – notes, open accounts and interest	\$	
(c) Stocks and Bonds	\$	
(d) Real Estate, Furniture & Fixtures, Materials	\$	
(e) Equipment	\$	
(f) Other Assets (name) _____	\$	
<b>TOTAL ASSETS</b>	<b>\$</b>	

**LIABILITIES:**

(a) Payable – notes, open accounts and interest	\$	
(b) Real Estate encumbrances	\$	
(c) Other encumbrances (name) _____	\$	
(d) Reserves	\$	
(e) Capital Stock paid up (all Classes)	\$	
(f) Surplus – net worth	\$	
<b>TOTAL LIABILITIES</b>	<b>\$</b>	

In addition to the foregoing, a complete and detailed financial statement will be furnished if required.

3. The following judgments are outstanding against the Bidder:

	<i>Judgment Creditors</i>	<i>Where Docketed and Date</i>	<i>Amount</i>
(a)			\$ _____
(b)			\$ _____
	<b>TOTAL JUDGEMENTS</b>		<b>\$ _____</b>

**BIDDER'S QUALIFICATION DOCUMENT**

4. The Bidder will make available for use in connection with the proposed construction the following construction plant and equipment:

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5. The Bidder has had the following experience on other similar work:

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6. If awarded the contract for the construction of the Project, the Bidder will employ the construction superintendents and supervisors listed hereunder for work throughout the course of the construction of the Project.

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*Attached hereto are signed statements of the qualifications of said superintendents and supervisors, including specific experience in supervision of construction of the type of facilities included in the plans and specifications.*

7. The Bidder now has the following bonded jobs under contract:

_____	\$	_____
_____	\$	_____
_____	\$	_____

8. The Bidder possesses Contractor's License No. \_\_\_\_\_ for the State of \_\_\_\_\_ in which the Project is located, and said license expires on \_\_\_\_\_, 20 \_\_\_\_\_.

**BIDDER'S QUALIFICATION DOCUMENT**

**Contractor Safety Questionnaire  
(Please attach additional sheets if needed)**

1. List your company's Interstate Experience Modification Rate (EMR) for the three most recent years and attaches written verification from your Insurance Company.

<u><b>Year:</b></u>	<u><b>EMR:</b></u>
_____	_____
_____	_____
_____	_____

2. Please use your last three year's OSHA No. 300 log to fill in the number of injuries and illnesses:

Number of lost workday (days away) cases:	Yr: _____ # _____
	Yr: _____ # _____
	Yr: _____ # _____

Number of restricted workday cases:	Yr: _____ # _____
	Yr: _____ # _____
	Yr: _____ # _____

Number of cases with medical treatment only:	Yr: _____ # _____
	Yr: _____ # _____
	Yr: _____ # _____

Number of fatalities:	Yr: _____ # _____
	Yr: _____ # _____
	Yr: _____ # _____

3. Employee hours worked the last three years. (Do not include any non-work time, even though paid).

Yr: _____
Yr: _____
Yr: _____

4. List any/all fatalities in each of the past 3 years with explanation of cause.

5. List all contact injuries in each of the past 3 years with explanation of cause.

## BIDDER'S QUALIFICATION DOCUMENT

6. Has your company been cited or received notice of violation by Federal or State agencies for violation of safety or environmental requirements in the past five (5) years? If so, please explain.
  
7. Please provide your Company's OSHA citation history for the past five (5) years. Include the following information for each citation:
  - a. Location
  - b. Date
  - c. Type Inspection
  - d. Standard Cited
  - e. Violation Type
  - f. Current Status
  
8. Are crew visits held for the purpose of safety inspections and onsite training? If so, by whom (name and title) and how often?
  
9. Please attach your company's CSA evaluation results and your SAFER company snapshot. Please include your USDOT # with these reports.
  
10. Please describe your apprentice program for newly hired employees?
  
11. Do you have a training program for promoted foremen and operators? If so, please describe.
  
12. Please describe your pre-work job briefing process

## **BIDDER'S QUALIFICATION DOCUMENT**

13. Does your company have a substance abuse program? If so, please describe.
  
14. What insurance company are you represented by and what is their AM Best rating?
  
15. What is your company's general liability coverage limits?
  
16. What is your company's auto liability limits?
  
17. What is your company's professional liability limits?
  
18. Do you have a written safety program? Please attach a copy if so.



ATTACHMENTS  
ARE EXCEL  
SPREADSHEETS  
AND UPLOADED  
SEPARATELY

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 13**

**RESPONSIBLE PARTY: Jeff Williams**

**Request 13.** Refer to Taylor RECC's response to Staff's Second Request, Item 1(c).

Provide the executed contracts for the selected vegetation management contractors.

**Response 13.** Please see attached.

# RIGHT-OF-WAY CLEARING CONTRACT CONTRACTOR'S PROPOSAL

(Proposal shall be submitted in ink or typewritten)

## ARTICLE 1 - GENERAL

**Section 1. Offer to Clear.** The undersigned (hereinafter called the "Contractor") hereby proposes to furnish all materials, equipment, machinery, tools, labor, transportation and other means required to trim and/or remove trees interfering with the Owner's electric transmission and distribution lines, to cut brush and undergrowth on Owner's right-of-way, and dispose of the debris resulting from such work as specified by the Owner; its agents or employees to the satisfaction of the property owner, bearing the RUS Designation Kentucky 20 McCracken in strict accordance with the Specifications and Drawings therefor, attached hereto and made a part hereof for the prices hereinafter stated.

**Section 2. Description of Project.** The Project will consist of up to approximately 370 miles of right-of-way clearing shown below (Other circuits not shown here may be cut by other contractors). The Project is located in Counties in central Kentucky in Taylor County RECC's service area, largely consisting of Green, Taylor, Casey and Adair Counties.

Substation	Circuit	Miles	Amount
Mile Lane	Hwy 210	51.08	\$ 264,350
Mile Lane	Forest Hills/toward town	14.11	\$ 47,630
East Campbellsville	Spurlington	74.07	\$ 256,703
Contown	Bethel Ridge	44.11	\$ 246,143
Contown	Contown	16.99	\$ 113,417
McKinney Corner	Pierce	76.34	\$ 467,411
Columbia	Glens Fork	93.01	\$ 566,139
TOTAL		369.71	\$ 1,961,792

**Section 3. Description of Contract.** The Description of Units, Specifications, Drawings and Plans attached hereto and made a part hereof, together with the Proposal and Acceptance constitute the Contract. The Plans consisting of maps and plan and profile sheets if transmission clearing is included, showing the miles of right-of-way units that are to be cleared, along with other special drawings are identified as follows:

Attachment 1 — Supplemental Conditions and Specific Requirements

**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 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 agrees to secure all permits and licenses necessary for the performance of the work to be performed hereunder and to pay all charges and fees required for such permits and licenses.

**Section 6. Taxes.** The unit prices for Right-of-Way Clearing Units 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 11 – WORK

### Section 1. Time and Manner of Work.

- (a) The Contractor agrees to commence work no later than January 1, 2023 (hereinafter called the "Commencement Date ") or such 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 thirty (30) calendar days after date of acceptance of this Proposal. The Contractor further agrees to prosecute diligently and to complete clearing in strict accordance with the Specifications and Drawings by December 15<sup>th</sup> of each year.
- (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 therefor 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 right-of-way clearance shall be as set forth below, the numbers or names being the designations of extensions or areas (hereinafter called the "Sections") corresponding to the numbers or names shown on the maps attached hereto, or if no Sections are set forth below, the sequence of trimming shall be as determined by the Contractor subject to the approval of 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 therefor 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 therefor to the Owner prior to the commencement of work in connection with such change or addition.
- (e) The Contractor shall not perform any work hereunder on Sundays, holidays observed by the Owner, or between the hours of 6 PM and 7 AM without the express written approval of the Owner. The time for completion specified in subsection (a) of this Section I shall not be affected in any way by inclusion of this subsection or by the Owner's consent or lack of consent to work any of these restricted periods.

**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.

### Section 3. Supervision and Inspection.

- (a) The Contractor shall cause the work on the Project to receive constant supervision by a competent general foreman or supervisor (hereinafter called the "Superintendent ") who shall 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 workers as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent 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) The Owner may suspend the work wholly or in part for such period or periods as the Owner 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 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 111 - PAYMENT

### Section 1. Payments to Contractor.

- (a) The Owner shall make partial payment to the Contractor for work accomplished and audited during the preceding calendar month on the basis of a statement of completed work furnished and certified to by the Contractor and 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. Only ninety percent (90%) of each such statement approved during the clearing of a given circuit shall be paid by the Owner to the Contractor prior to completion of all work for that circuit. Upon completion of the clearing of a circuit, the Contractor shall prepare a final statement and the Owner agrees to pay the remaining ten percent (10%) of the charges upon inspection of total completion.

#### Removal Payments

- (b) Within the first fifteen (15) days of each calendar month, The Owner shall make partial payment to the Contractor for removals accomplished and audited during the preceding calendar month on the basis of a statement of completed work furnished and certified to by the Contractor and 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.
- (c) The Contractor shall be paid on a lump sum basis in accordance with the prices quoted herein as amended by approved Contract Amendments, if any.
- (d) 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.

**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.

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 twenty (20) feet on both sides of the center line of the poles 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 Contractor for access to the route of the Project lines from public roads to carry on the work.
- (f) 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. Such indemnification specifically includes, but is not limited to, any fines, penalties, sanctions, or judgments imposed by any local government, regulatory agency, or court against Owner and Owner's directors, officers, and employees for any act or omission or conduct of Contractor, its subcontractors, employees, suppliers, representatives, and assigns, including the costs of defending any such proceeding (including reasonable attorney's fees). 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. No payments made by the owner pursuant to this provision shall be deemed payments of a "volunteer".

- (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, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.
- (g) Any and all excess 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.
- (h) 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.
- (i) The Contractor shall submit to the Owner weekly reports in of all accidents, giving such data as may be prescribed by the Owner.

**Section 2. Insurance.** Contractor shall take out and maintain throughout period of this Agreement the following minimum amounts of insurance:

- (a) Contractor agrees to provide Worker's Compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor under this Agreement.
- (b) Contractor agrees to provide employer's liability insurance, as required by law, covering all their employees who perform any of the obligations of the contractor, engineer, and architect under the Contract. If any employer or employee is not subject to workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.
- (c) Public liability insurance covering all operations under the Contract shall have limits for bodily injury or death of not less than \$2 million each occurrence, limits for property damage of not less than \$2 million each occurrence, and \$5 million aggregate for accidents during the policy period. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- (d) Automobile liability insurance on all motor vehicles used in connection with the Contract, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$3 million each occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections (b) and (c) of this Section. In any such event, the additional premium, or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Contractor shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than thirty (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.** Where the right-of-way clearance of a Section as hereinbefore defined in Article II, Section 1 (c) shall have been completed by the Contractor, the Owner agrees, after final inspection and having found the work acceptable and release of final payment for work performed on a circuit, to accept delivery of possession and control of such Section. 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 (f) 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 performance of any of the terms of this Proposal, Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the Surety, if any, 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. In such event the Owner may take possession of and utilize, in completing the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor or any of its subcontractors, which may be situated at the site of the Project. 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 One Thousand Dollars (\$1,000) 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; if the amount due and to become due from the Owner to the Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.

**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 "Completion of Clearing" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof except the Contractor's obligations in respect of furnishing (1) the "Certificate of Contractor and Indemnity Agreement " and (2) the Final Inventory both referred to in Article III, Section 1 hereof.



- (b) 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. 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 regulation issued pursuant thereto, and 18 U.S.C. 286, 287, 1001, as amended, the Contractor understand that the obligations of the parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the premises.

**Section 3. Equal Opportunity Provisions.**

- (a) Contractor's Representations.

The Contractor represents that:

It has  does not have \_\_\_\_, 100 or more employees, and if it has, that it has  has not \_\_\_\_, furnished the Equal Employment Opportunity—Employer's 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:

- (1) 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; lay off 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 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.
- (3) 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 workers representative 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 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.
- (5) 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.

- (6) 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
  - (7) 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 Nonsegregated 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 \$1 000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

**Section 4. 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 Project other than permission to clear from landowners.

**Section 5. 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 6. 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 + Co, LLC  
Contractor

By: [Signature]  
President

PO Box 831  
Address

Lawrenceville, GA 30046

1/13/2023  
Date

ATTEST:  
[Signature]  
Secretary

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 Contractor, W.A. Kendall & Co., LLC for the following:

Total Distribution Clearing: \$ 1,961,792

[Signature]  
CEO - TCRECC

ATTEST: [Signature]  
Secretary

02/03/2023  
Date

ATTACHMENT 1  
SUPPLEMENTAL CONDITIONS  
AND  
SPECIFIC REQUIREMENTS

**I. SPECIFIC REQUIREMENTS**

1. Right-of-way clearing standards:

- a. Right-of-Way shall be a minimum of forty (40) feet wide for two and three phase lines and thirty (30) feet wide for single phase lines.
- b. Effective tree clearance for line reliability is dependent on the type of tree, its growth rate and habit.
- c. All trees, shrubs, brush, vines, etc. shall be cut "earth-to-sky" and cleaned up that are located under or within minimum clearance outlined above. Debris resulting from the clearing operation shall be chipped and left on the right-of-way, where permissible, and in such a manner as not to obstruct roads, ditches, drains, etc.
- d. ~~All yard trees to be cut will be signified by a red dot of paint on the trunk. A yard tree is defined as a tree located in a residential lawn that is regularly mowed. These trees shall be cut and cleaned up even if said tree(s) are located further than twenty (20) feet from existing overhead primary lines. No overhang within the 40' or 30' specification will be accepted as completed. Yard trees, defined as a tree located in a residential lawn that is regularly mowed, will be removed on an hourly or unit basis.~~
- e. Dwarf trees and shrubbery in a residential lawn will be left alone as long as they are located a minimum of ten (10) feet below the neutral and TCRECC crews can safely work on the facilities.
- f. Any growth located within a fencerow shall be cut and removed to the height of the fencerow.
- g. Any and all trees removed or topped in a fencerow with a three inch (3") or larger diameter stump shall be treated with a dyed chemical.

*JW*  
*TCRECC*  
*2-2-23*  
*1/13/23*

2. Shaping or rounding-over trees beyond what is described in ANSI (AMERICAN NATIONAL

STANDARDS INSTITUTE) A300 to achieve the desired conductor/vegetation clearance shall not be performed.

## II. SUPPLEMENTAL CONDITIONS

1. The Contractor shall prepare and forward to the Owner a written weekly report outlining work performed the previous week, miles trimmed, and trees removed, problems encountered and resolved, time lost due to inclement weather, issues requiring the Owner's input and/or assistance, etc. Any event upon which the Contractor intends to rely on for an extension of time and/or change order to the Contract shall be clearly and completely described in the first report issued after said event occurs. Failure to notify the Owner of such an event within ten (10) calendar days of its occurrence will negate any possibility of it being used to support a change to the Contract.
2. Contractor agrees that complaints of any nature received through the Cooperative or directly from property owners, agents, or public authorities shall receive immediate attention and that all efforts shall be made for a prompt adjustment. All complaints, and any action taken by the Contractor in connection with such complaints, shall be reported to the Cooperative in writing.
3. Contractor agrees that its personnel attire and equipment shall be clearly marked with company logo. The Contractor shall maintain its tools and equipment in good working order and with as neat an appearance as possible considering the work being performed.
4. Contractor agrees to install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the general public or damage to the property and personnel of the Cooperative or the general public.
5. The qualifications and experience of all individuals that will be working within fifteen (15) feet of energized primary facilities shall be submitted to the Owner before they perform any work under this Contract.
6. All trees and brush removed in right-of-way cutting shall be cut flush as possible with ground lines. Logs shall be disposed of as designated on the right-of-way form or as designated in the Easement or Specifications. If upon request, logs may be cut to length, stacked neatly, and left on the right-of-way for the landowner.
7. The Contractor agrees to call the Cooperative immediately on all customer refusals. The Cooperative agrees to resolve these refusals within thirty (30) days of receipt from the Contractor. In the event that the refusal is not resolved within thirty (30) days, the Cooperative agrees to release the Contractor from responsibility for work associated with said refusal. Clearing and cutting in areas where refusals are related to land or weather conditions, such as crop lands or wet conditions, shall remain the responsibility of the Contractor.
8. The Cooperative agrees to provide circuit diagrams, which have been divided or broken into phases, outlining the flow of work. The Contractor agrees to complete all manual work on each phase before advancing to the next phase. It is agreed that machine work can advance once all machine work in a phase is completed.
10. The Contractor agrees to cut all circuitry, including disconnected lines and overhead guy poles, unless otherwise agreed to by the Cooperative.
11. Trimming or clearing associated with secondaries or services beyond the above stated distances is not included.
12. It is understood by and between the parties that the electric circuits of the Cooperative are to continue

in normal operation during this work, and that Contractor is to provide and use all protective equipment necessary for the protection of Contractor's employees and to guard against interfering with the normal operation of said circuits.

- 13. The Contractor agrees to report all visually identifiable danger trees, which within reasonable judgement, threaten the operation of the Cooperative's circuitry and which are located outside of the 40' specification to the Cooperative's right-of-way foreman. A danger tree is defined as any tree that is off the right-of-way that, due to decay, leaning toward the line, or is exhibiting other abnormal characteristics, could fall and come into contact with supply lines.

# RIGHT-OF-WAY CLEARING CONTRACT CONTRACTOR'S PROPOSAL

(Proposal shall be submitted in ink or typewritten)

## ARTICLE 1 - GENERAL

**Section 1. Offer to Clear.** The undersigned (hereinafter called the "Contractor") hereby proposes to furnish all materials, equipment, machinery, tools, labor, transportation and other means required to trim and/or removes trees interfering with the Owner's electric transmission and distribution lines, to cut brush and undergrowth on Owner's right-of-way, and dispose of the debris resulting from such work as specified by the Owner, its agents or employees to the satisfaction of the property owner, bearing the RUS Designation Kentucky 20 McCracken in strict accordance with the Specifications and Drawings therefor, attached hereto and made a part hereof for the prices hereinafter stated.

**Section 2. Description of Project.** The Project will consist of up to approximately 248 miles of right-of-way clearing shown below (Other circuits not shown here may be cut by other contractors). The Project is located in Counties in central Kentucky in Taylor County RECC's service area, largely consisting of Green, Taylor, Casey and Adair Counties.

Substation	Circuit	Miles	Amount
Green River Plaza	Walmart	10.14	\$ 48,386
East Campbellsville	South Campbellsville	8.59	\$ 54,548
McKinney Corner	Exie	109.48	\$ 711,695
West Columbia	Breeding	119.27	\$ 827,591
<b>TOTAL</b>		<b>247.48</b>	<b>1,642,220</b>

**Section 3. Description of Contract.** The Description of Units, Specifications, Drawings and Plans attached hereto and made a part hereof, together with the Proposal and Acceptance constitute the Contract. The Plans consisting of maps and plan and profile sheets if transmission clearing is included, showing the miles of right-of-way units that are to be cleared, along with other special drawings are identified as follows:

Attachment 1 — Supplemental Conditions and Specific Requirements

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**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 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 agrees to secure all permits and licenses necessary for the performance of the work to be performed hereunder and to pay all charges and fees required for such permits and licenses.

**Section 6. Taxes.** The unit prices for Right-of-Way Clearing Units 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 11 – WORK

**Section 1. Time and Manner of Work.**

- (a) The Contractor agrees to commence work no later than January 1, 2023 (hereinafter called the "Commencement Date ") or such 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 thirty (30) calendar days after date of acceptance of this Proposal. The Contractor further agrees to prosecute diligently and to complete clearing in strict accordance with the Specifications and Drawings by December 15<sup>th</sup> of each year.
- (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 therefor 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 right-of-way clearance shall be as set forth below, the numbers or names being the designations of extensions or areas (hereinafter called the "Sections") corresponding to the numbers or names shown on the maps attached hereto, or if no Sections are set forth below, the sequence of trimming shall be as determined by the Contractor subject to the approval of 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 therefor 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 therefor to the Owner prior to the commencement of work in connection with such change or addition.
- (e) The Contractor shall not perform any work hereunder on Sundays, holidays observed by the Owner, or between the hours of 6 PM and 7 AM without the express written approval of the Owner. The time for completion specified in subsection (a) of this Section I shall not be affected in any way by inclusion of this subsection or by the Owner's consent or lack of consent to work any of these restricted periods.

**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.

**Section 3. Supervision and Inspection.**

- (a) The Contractor shall cause the work on the Project to receive constant supervision by a competent general foreman or supervisor (hereinafter called the "Superintendent ") who shall 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 workers as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent 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) The Owner may suspend the work wholly or in part for such period or periods as the Owner 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 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 111 - PAYMENT

### Section 1. Payments to Contractor.

- (a) The Owner shall make partial payment to the Contractor for work accomplished and audited during the preceding calendar month on the basis of a statement of completed work furnished and certified to by the Contractor and 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. Only ninety percent (90%) of each such statement approved during the clearing of a given circuit shall be paid by the Owner to the Contractor prior to completion of all work for that circuit. Upon completion of the clearing of a circuit, the Contractor shall prepare a final statement and the Owner agrees to pay the remaining ten percent (10%) of the charges upon inspection of total completion.

#### Removal Payments

- (b) Within the first fifteen (15) days of each calendar month, The Owner shall make partial payment to the Contractor for removals accomplished and audited during the preceding calendar month on the basis of a statement of completed work furnished and certified to by the Contractor and 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.
- (c) The Contractor shall be paid on a lump sum basis in accordance with the prices quoted herein as amended by approved Contract Amendments, if any.
- (d) 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.

**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.

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 twenty (20) feet on both sides of the center line of the poles 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 Contractor for access to the route of the Project lines from public roads to carry on the work.
- (f) 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 to the proportionate extent caused by the materials or equipment supplied, or services performed by Contractor, its subcontractors, and suppliers of any tier. Such indemnification specifically includes, but is not limited to, any fines, penalties, sanctions, or judgments imposed by any local government, regulatory agency, or court against Owner and Owner's directors, officers, and employees for any act or omission or conduct of Contractor, its subcontractors, employees, suppliers, representatives, and assigns, including the costs of defending any such proceeding (including reasonable attorney's fees). 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. No payments made by the owner pursuant to this provision shall be deemed payments of a "volunteer".

- (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, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.
- (g) Any and all excess 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.
- (h) 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.
- (i) The Contractor shall submit to the Owner weekly reports in of all accidents, giving such data as may be prescribed by the Owner.

**Section 2. Insurance.** Contractor shall take out and maintain throughout period of this Agreement the following minimum amounts of insurance:

- (a) Contractor agrees to provide Worker's Compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor under this Agreement.
- (b) Contractor agrees to provide employer's liability insurance, as required by law, covering all their employees who perform any of the obligations of the contractor; engineer, and architect under the Contract. If any employer or employee is not subject to workers ' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers ' compensation laws.
- (c) Public liability insurance covering all operations under the Contract shall have limits for bodily injury or death of not less than \$2 million each occurrence, limits for property damage of not less than \$2 million each occurrence, and \$5 million aggregate for accidents during the policy period. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- (d) Automobile liability insurance on all motor vehicles used in connection with the Contract, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$3 million each occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections (b) and (c) of this Section. In any such event, the additional premium, or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Contractor shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than thirty (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.** Where the right-of-way clearance of a Section as hereinbefore defined in Article II, Section 1 (c) shall have been completed by the Contractor, the Owner agrees,

after final inspection and having found the work acceptable and release of final payment for work performed on a circuit, to accept delivery of possession and control of such Section. 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 (f) 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 performance of any of the terms of this Proposal, Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the Surety, if any, 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. In such event the Owner may take possession of and utilize, in completing the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor or any of its subcontractors, which may be situated at the site of the Project. 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 **One Thousand Dollars (\$1,000)** 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; if the amount due and to become due from the Owner to the Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.

**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 "Completion of Clearing" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof except the Contractor's obligations in respect of furnishing (1) the "Certificate of Contractor and Indemnity Agreement " and (2) the Final Inventory both referred to in Article III, Section 1 hereof.
- (b) 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. 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 regulation issued pursuant thereto, and 18 U.S.C. 286, 287, 1001, as amended, the Contractor understand that the obligations of the parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the premises.

**Section 3. 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—Employer's Information Report EEO-I, 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:

- (1) 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; lay off 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 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.
- (3) 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 workers representative 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 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.
- (5) 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.
- (6) 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

- (7) 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 Nonsegregated 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 \$1 000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

**Section 4. 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 Project other than permission to clear from landowners.

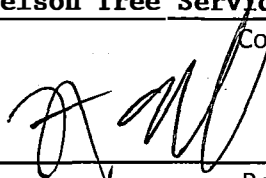
**Section 5. Non-assignment of Contract.** The Contractor shall not assign the Contract effected by an acceptance of this Proposal or any part thereof or enter into any contract with any person, firm or corporation for the performance of the Contractor's obligations thereunder, or any part thereof, without the approval in writing of the Owner.

**Section 6. 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.

**Nelson Tree Service, LLC**

Contractor

By:



President

**Timothy S. Powell**

**3300 Office Park Drive**

Address

**Dayton, OH 45439**

January 19, 2023

Date

ATTEST:

Jo Ann Swank  
Asst. Secretary



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 Contractor, Nelson Tree Service, LLC for the following:

Total Distribution Clearing: \$ 1,042,200

[Signature]

CEO - TCRECC

ATTEST:

Lynn Marcum  
Secretary

02/03/2023  
Date





ATTACHMENT 1  
SUPPLEMENTAL CONDITIONS  
AND  
SPECIFIC REQUIREMENTS

**I. SPECIFIC REQUIREMENTS**

1. Right-of-way clearing standards:
  - a. Right-of-Way shall be a minimum of forty (40) feet wide for two and three phase lines and thirty (30) feet wide for single phase lines.
  - b. Effective tree clearance for line reliability is dependent on the type of tree, its growth rate and habit.
  - c. All trees, shrubs, brush, vines, etc. shall be cut “earth-to-sky” and cleaned up that are located under or within minimum clearance outlined above. Debris resulting from the clearing operation shall be chipped and left on the right-of-way, where permissible, and in such a manner as not to obstruct roads, ditches, drains, etc.
  - d. ~~All yard trees to be cut will be signified by a red dot of paint on the trunk. A yard tree is defined as a tree located in a residential lawn that is regularly mowed. These trees shall be cut and cleaned up even if said tree(s) are located further than twenty (20) feet from existing overhead primary lines. No overhang within the 40’ or 30’ specification will be accepted as completed.~~
  - e. Dwarf trees and shrubbery in a residential lawn will be left alone as long as they are located a minimum of ten (10) feet below the neutral and TCRECC crews can safely work on the facilities.
  - f. Any growth located within a fencerow shall be cut and removed to the height of the fencerow.
  - g. Any and all trees removed or topped in a fencerow with a three inch (3”) or larger diameter stump shall be treated with a dyed chemical.
2. Shaping or rounding-over trees beyond what is described in ANSI (AMERICAN NATIONAL STANDARDS INSTITUTE) A300 to achieve the desired conductor/vegetation clearance shall not be performed.

**II. SUPPLEMENTAL CONDITIONS**

1. The Contractor shall prepare and forward to the Owner a written weekly report outlining work performed the previous week, miles trimmed, and trees removed, problems encountered and resolved, time lost due to inclement weather, issues requiring the Owner's input and/or assistance, etc. Any event upon which the Contractor intends to rely on for an extension of time and/or change order to the Contract shall be clearly and completely described in the first report issued after said event occurs. Failure to notify the Owner of such an event within ten (10) calendar days of its occurrence will negate any possibility of it being used to support a change to the Contract.
2. Contractor agrees that complaints of any nature received through the Cooperative or directly from property owners, agents, or public authorities shall receive immediate attention and that all efforts shall be made for a prompt adjustment. All complaints, and any action taken by the Contractor in connection with such complaints, shall be reported to the Cooperative in writing.
3. Contractor agrees that its personnel attire and equipment shall be clearly marked with company logo. The Contractor shall maintain its tools and equipment in good working order and with as neat an appearance as possible considering the work being performed.
4. Contractor agrees to install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the general public or damage to the property and personnel of the Cooperative or the general public.
5. The qualifications and experience of all individuals that will be working within fifteen (15) feet of energized primary facilities shall be submitted to the Owner before they perform any work under this Contract.
6. All trees and brush removed in right-of-way cutting shall be cut flush as possible with ground lines. Logs shall be disposed of as designated on the right-of-way form or as designated in the Easement or Specifications. If upon request, logs may be cut to length, stacked neatly, and left on the right-of-way for the landowner.
7. The Contractor agrees to call the Cooperative immediately on all customer refusals. The Cooperative agrees to resolve these refusals within thirty (30) days of receipt from the Contractor. In the event that the refusal is not resolved within thirty (30) days, the Cooperative agrees to release the Contractor from responsibility for work associated with said refusal. Clearing and cutting in areas where refusals are related to land or weather conditions, such as crop lands or wet conditions, shall remain the responsibility of the Contractor.
8. The Cooperative agrees to provide circuit diagrams, which have been divided or broken into phases, outlining the flow of work. The Contractor agrees to complete all manual work on each phase before advancing to the next phase. It is agreed that machine work can advance once all machine work in a phase is completed.
10. The Contractor agrees to cut all circuitry, including disconnected lines and overhead guy poles, unless otherwise agreed to by the Cooperative.
11. Trimming or clearing associated with secondaries or services beyond the above stated distances is not included.
12. It is understood by and between the parties that the electric circuits of the Cooperative are to continue in normal operation during this work, and that Contractor is to provide and use all protective equipment necessary for the protection of Contractor's employees and to guard against interfering with the normal operation of said circuits.
13. The Contractor agrees to report all visually identifiable danger trees, which within reasonable

judgement, threaten the operation of the Cooperative's circuitry and which are located outside of the 40' specification to the Cooperative's right-of-way foreman. A danger tree is defined as any tree that is off the right-of-way that, due to decay, leaning toward the line, or is exhibiting other abnormal characteristics, could fall and come into contact with supply lines.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 14**

**RESPONSIBLE PARTY:**                 **Jeff Williams**

**Request 14.**                 Refer to Taylor RECCs response to Staff's Second Request, Item 1(c).

Provide a description and a map of the 11 circuits included in the RFP.

**Response 14.**                 The circuit maps are being provided under seal pursuant a Motion for Confidential Treatment. The circuit mileage is shown in the chart below. The circuits had to be broken out into separate maps. One map of all of the circuits could not be provided in pdf format. Google Earth had to be used and could not be uploaded or provided in that format. The legend for the maps is as follows: Black = 3phase, red = single A phase, blue = single B phase, green = single C phase, and gold =2 phases AB. The thicker lines indicate Under Ground Primary.

2023 Circuit Bids			
Substation	Circuit	Circuit Description	Miles
Green River Plaza	3	Walmart	10.14
Mile Lane	4	Hwy 210	51.08
Mile Lane	5	Forest Hills/toward town	14.11
East Campbellsville	1	Spurlington	74.07
East Campbellsville	5	South Campbellsville	8.59
Contown	1	Bethel Ridge	44.11
Contown	3	Contown	16.99
McKinney Comer	1	Pierce	76.34
McKinney Comer	2	Exie	109.48
West Columbia	2	Breeding	119.27
Columbia	2	Glens Fork	93.01
<b>Total Miles</b>			<b>617.19</b>

ATTACHMENT  
FILED UNDER SEAL  
PURSUANT TO A  
MOTION FOR  
CONFIDENTIAL  
TREATMENT

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 15**

**RESPONSIBLE PARTY:            Jeff Williams**

**Request 15.**            Refer to Taylor RECC's response to Staff's Second Request, Item 1(d). The response stated a vegetation management plan was provided as a separate attachment; it was not provided. Provide the vegetation management plan.

**Response 15**            The vegetation management plan was attached to Staff's Second Request, Item 1(d) at pages 14 through 16 of 16. The response inadvertently stated an Excel spreadsheet was being provided as well. Taylor County is also attaching the vegetation management plan to this response at pages 2 through 4.

**TAYLOR COUNTY RECC**  
**PO BOX 100**  
**CAMPBELLSVILLE, KY 42719**

**1-800-931-4551**

**RIGHT OF WAY MAINTENANCE**  
**2023**

## **I. IDENTIFY THE RIGHT-OF-WAY CLEARING CYCLE**

- A. Trimming and clearing
  - 1. Five-year rotation – All Circuits primary line – circuits bid each year
  - 2. Contractor crews trim circuits – work orders and service tickets for hot spot and new service
  - 3. Notify customers by Website, Facebook, Radio and door hangers
- B. Width of Right-of-Ways
  - 1. 30' right-of-way clearance for single phase and 40' for three-phase lines.
- C. Right-of-Way Spraying/Herbicide Application
  - 1. Fiver-year rotation
  - 2. Notify consumers by Kentucky Living Magazine
  - 3. Contact consumers before spraying

## **II. IDENTIFY THE RELIABILITY CRITERIA AND RELIABILITY REPORTS USED TO DEVELOP THE VEGETATION MANAGEMENT PLAN AND THOSE REGULARLY REVIEWED AS PART OF THE MONITORING OF PLAN EFFECTIVENESS**

- A. Review outage reports and related statistics on a timely basis to determine causes
- B. Meter Readers, Line Inspectors, Servicemen or any field employee is to document and report any area that needs attention

## **III. EXPLAIN HOW A UTILITY DETERMINES WHEN TO PERFORM MAINTENANCE**

- A. Maintenance is performed on a yearly basis
- B. Trimming/Clearing Right-of-Ways and Herbicide Application/Spraying are part of each year's budget



**IV. EXPLAIN HOW THE EFFECTIVENESS OF THE PLAN IS EVALUATED**

- A. Trimming/Clearing and Herbicide Application/Spraying is to be monitored by Taylor County RECC personnel making sure certain areas are completed and the work done properly
- B. Outage reports are to be evaluated
- C. Maintain system maps, color coded, showing the areas that are trimmed/sprayed on an annual basis

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**  
**PSC CASE NO. 2023-00147**  
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**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**  
**REQUEST 16**

**RESPONSIBLE PARTY:**           **Jeff Williams**

**Request 16.**           Refer to Taylor RECC's response to Staff's Second Request, Item 3. Provide the reasoning Taylor RECC entered into a contract with Local Union No. 89, General Drivers, Warehousemen and Helpers, Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Teamsters) for a 5 percent increase in wages and benefits instead of 2.5 percent contractually negotiated increase for wages and benefits.

**Response 16.**           Please refer to AG 1-28d and AG 1-28e which discuss the changes that occurred with our union employees. A 5% increase was offered and accepted as an overall amendment, which saw the company offer healthcare to all employees, while saving the cooperative a considerable amount of money per employee and also helped to get employee contribution of 12% by 2024.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**  
**PSC CASE NO. 2023-00147**  
**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**  
**REQUEST 17**

**RESPONSIBLE PARTY:**           **Jeff Williams**

**Request 17.**           Refer to Taylor RECC's response to Staff's Second Request, Item 4(a).

- a.       Provide the Customer Average Interruption Frequency for 2016-2022.
- b.       Confirm that outage minutes are Customer Minutes of Interruption. If this cannot be confirmed, explain.

**Response 17a.**       Below is Taylor County RECC's Customer Average Interruption Frequency for 2016-2022.

	<b>Customer Average</b>
<b>Year</b>	<b>Interruption Frequency</b>
2016	0.020
2017	0.018
2018	0.016
2019	0.021
2020	0.020
2021	0.020
2022	0.021

**Response 17b.**       Confirmed.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/02/2023**

**REQUEST 18**

**RESPONSIBLE PARTY: Patsy Walters**

**Request 18.** Refer to Taylor RECC's response to Staff's Second Request, Item 5. Provide a timeline for the preparation of the rate case between the February 9, 2022 approval and the June 6, 2023 filing.

**Response 18.** Please see the timeline overview below. The preparation of the rate case was deferred during the CEO transition period and resumed shortly after Mr. Williams assumed the CEO duties.

**Taylor County RECC Rate Case Preparation Timeline**  
**Feb 2022 – June 2023**

1. February 8, 2022 Board Meeting:  
Board approves retention of Catalyst Consulting LLC to perform a cost of service study (COSS) and rate study.  
CEO Barry Myers informs the Board of his intent to retire effective July 15, 2022.
2. February 9, 2022  
Ms. Walters contacted The Prime Group LLC to conduct a Depreciation Study.
3. March 16, 2022:  
Taylor County RECC and Catalyst discuss details of the COSS via phone conference.
4. April 2022  
The Prime Group LLC completes 2022 Depreciation Study.

5. May 17, 2022 Board Meeting  
Board approves the hiring of Mr. Williams as CEO.
6. June 19, 2022  
Mr. Williams begins to spend time with Mr. Myers at Taylor County RECC.
7. July 15, 2022  
Mr. Myers retires; Mr. Williams officially assumes the role of CEO.
8. July, Aug, Sep 2022  
Mr. Williams addresses initiatives with the Board regarding employee benefits, union contracts, and right-of-way vendor contracts.
9. September 28, 2022  
Mr. Williams informs Catalyst to resume work on COSS and rates in mid-October.
10. January 2023  
Catalyst completes unadjusted COSS.
11. February 20, 2023  
Catalyst presents unadjusted COSS results to Board of Directors.
12. March 2023  
Catalyst incorporates pro forma adjustments into models and designs rates.
13. April 20, 2023  
Board approves proposed rates.
14. May 1, 2023  
Taylor County RECC files Notice of Intent to file rate case with Commission.
15. June 1, 2023  
Taylor County RECC provides public notice of proposed rate revisions and files application with Commission.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 19**

**RESPONSIBLE PARTIES: Jeff Williams and Patsy Walters**

**Request 19.** Refer to Taylor RECC's response to Staff's Second Request, Item 17.

State when the changes to the Board of Director's compensation and benefits were made.

**Response 19.** The changes to the Board of Director's compensation and benefits were made effective in January 2023.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 20**

**RESPONSIBLE PARTY: Patsy Walters**

**Request 20.** Refer to Taylor RECC's response to Staff's Second Request, Item 19. Confirm that the total costs are based on 2021 rates. If this cannot be confirmed, explain the basis and provide the total cost based on 2021 rates.

**Response 20.** Taylor County RECC confirms that the total costs are based on 2021 rates.

**TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**

**PSC CASE NO. 2023-00147**

**RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 8/2/2023**

**REQUEST 21**

**RESPONSIBLE PARTY: Patsy Walters**

**Request 21.** Provide a description of the capital projects and infrastructure improvements Taylor RECC intends to undertake in the next five years. Include any cost estimates and supporting calculations.

**Response 21.** Please refer to Commission's First Data Request No. 5 – Taylor County RECC 2023-2026 Construction Work Plan, page 21 through 25 listing a summary of cost estimates and cost estimate breakdown. While this is a 4-year construction work plan, Taylor County expects to have a year carryover due to unforeseen circumstances.