

## CONTRACT FOR LINE CLEARANCE

This contract dated July 10, 2023 between FLEMING-MASON Energy Cooperative (to be referred to as FLEMING-MASON) and **ARBORWORKS INC** to be referred to as the CONTRACTOR) sets forth the agreement between parties for overhead line clearance.

This contract, and in all its provisions, applies to all work to be done by the CONTRACTOR for FLEMING-MASON from July 1, 2023 through December 31, 2024. Such work may include but not be limited to: tree trimming, tree removal, and clearance of rights-of-ways, using manual, mechanical or chemical methods, and disposal of trees and brush.

The CONTRACTOR shall perform the work specified in this contract according to the terms and conditions contained herein and in the Attachments to this Contract. Work shall be performed according to accepted arboricultural practices in compliance with applicable laws, codes, all regulatory requirements of governmental authorities and to the satisfaction of FLEMING-MASON. Any issues that may arise pertaining to performance of this contract shall be referred to FLEMING-MASON'S Operations Superintendent, or his representative.

The CONTRACTOR shall furnish all tools, equipment, materials and hire in its name as its employee's competent and skilled labor and supervision of every kind and sort necessary for the successful completion of the work. It is understood that at all times the CONTRACTOR shall be performing the work as an independent contractor and that nothing contained in this contract shall create a partnership or joint venture with FLEMING-MASON. The CONTRACTOR shall furnish competent supervision as required and may designate a supervisor as the CONTRACTOR'S representative in all matters relating to this contract and the work to be performed hereunder. The CONTRACTOR shall have full responsibility for the work and good conduct of their employees. Directions and instructions shall be given to such employees only by the CONTRACTOR and in no circumstances by FLEMING-MASON or its representative.

During the term of this contract, the CONTRACTOR agrees to support FLEMING-MASON in after-hours storm restoration upon request.

### The CONTRACTOR'S Supervision:

1. The CONTRACTOR'S supervision is responsible for supervising and training their crews to perform all work efficiently in accordance with this contract.
2. The CONTRACTOR'S supervisors shall:
  - a. Regularly check crews to assure that the work is being completed productively and in accordance with the Specifications Guide for Line Clearance and specifications contained herein;
  - b. Dispatch work to crews and inform FLEMING-MASON of their progress;
  - c. Check work orders given to the CONTRACTOR to cut right-of-way for completeness and accuracy and initial each work order before submitting them to FLEMING-MASON;
  - d. Update maps used to indicate work done and areas completed;
  - e. Instruct and train their crews in the proper implementation of FLEMING-MASON'S requirements as specified herein;
  - f. Assure that all equipment, tools, materials and supplies are available and in good working condition for use by crews;

- g. Provide cellular telephones for all supervisors in order to facilitate rapid, effective communication between FLEMING-MASON and the CONTRACTOR'S supervisor;
- h. Promptly investigate and resolve damage claims made by property owners to the full satisfaction of FLEMING-MASON and with due regard for the public relations concerns of FLEMING-MASON;
- i. Be able to certify that the CONTRACTOR complies with all federal, state, and local regulations bearing upon the conduct of the work as specified, including but not limited to, FLEMING-MASON'S safety rules, OSHA regulations, ANSI Z133 and A300 standards, and Kentucky Department of Transportation guidelines. Should any specifications stated herein conflict with a government regulation, the CONTRACTOR shall notify FLEMING-MASON;
- j. Respond to FLEMING-MASON'S designated representative and promptly resolve any problem that arises;
- k. Inspect all work completed by the CONTRACTOR prior to reporting any work complete, to insure all line clearance activities fully meet the terms, conditions and requirement of this contract and attached specifications, and promptly make corrections in their work as instructed FLEMING-MASON.

If the CONTRACTOR performs any work contrary to such law, ordinance, regulations and rules, the CONTRACTOR shall bear all costs, claims, fines, awards or judgments arising there from and shall indemnify and hold harmless FLEMING-MASON from all such costs, liens, fines, awards or judgments.

The CONTRACTOR, with the approval of FLEMING-MASON, may use FLEMING-MASON facilities as reporting locations for its crews, parking and storing equipment, vehicles or the parking of employees' vehicles.

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety programs in connection with the work and shall provide FLEMING-MASON a copy of their current written safety manual, describing their safety program, rules and requirements.

The CONTRACTOR shall furnish and use all protective equipment and devices necessary for the protection of all persons and property. This includes but is not limited to traffic cones, signs and flags, etc. All federal, state and local regulations shall be followed in this matter.

The CONTRACTOR shall provide workers that are fit for work. The CONTRACTOR is required to maintain a drug and alcohol prevention program, which supports their ability to meet this requirement.

This contract is not exclusive and FLEMING-MASON, at its sole discretion, may contract with others to perform such work as herein contemplated or may perform such work itself.

The CONTRACTOR shall be responsible for any work performed that does not meet the standards set forth in this contract and in Exhibit A. Any areas or trees that are skipped in the normal path of circuit cutting will be the responsibility of CONTRACTOR without invoicing FLEMING MASON time and material.

## Scope of Work

1. The CONTRACTOR shall provide manpower and equipment, as outlined in the *FME Pricing 2023-2024* document, for line clearance services and other vegetation work and in accordance with Exhibits A and D attached to this contract.
2. The CONTRACTOR shall notify FLEMING-MASON daily of the locations where work is being done that day, including crew assignments and absentee information.
3. The CONTRACTOR shall fill out work progress reports as requested by FLEMING-MASON and time sheets for record keeping purposes.
4. When working, all necessary precautions shall be taken to protect power lines. In case of a power line flash, damage or interruption caused by tree maintenance, FLEMING-MASON shall be contacted immediately.
5. Damaged electrical equipment observed while performing work shall be reported to FLEMING-MASON. Examples are broken crossarms, bad insulators, etc. Unsafe conditions observed by the CONTRACTOR shall also be reported such as low conductor clearance.

## Hourly Pricing

The CONTRACTOR shall provide labor and equipment as requested by FLEMING-MASON for new construction and for incidental maintenance work that may be associated with work, as determined by FLEMING-MASON.

## Labor Pricing

FLEMING-MASON shall pay for labor, overheads, insurances and taxes at the straight time per hour price or overtime per hour price shown below during the term of this contract and any extensions thereof. Rates listed in the *FME Pricing 2023-2024* are fully loaded and shall be the total compensation due the CONTRACTOR for labor.

The manpower job classifications and rates are listed for purposes of uniformity in pricing. The following position descriptions are provided for each position to establish the minimum experience and qualifications expected from a tree trimmer by FLEMING-MASON. The CONTRACTOR may attach additional position descriptions that meet or exceed these requirements.

<u>Classification</u>	<u>Position Description</u>
<u>Trimmer A</u>	<u>An experienced trimmer that meets the requirements of a fully qualified line clearance tree trimmer under the OSHA 1910.269 AND ANSI Z133 standards, including the more difficult aspects of tree trimming and removal involving ropes, rigging, climbing and routine trimming operations.</u>
<u>Trimmer B</u>	<u>A line clearance trimmer trainee with one to two years experience, that is capable of learning the more difficult aspects of line clearance tree trimming, and continuing to develop into a fully qualified line clearance tree trimmer.</u>

## **Equipment Pricing**

The CONTRACTOR shall furnish the following equipment in good, serviceable condition, reasonably free of excessive breakdowns as determined by FLEMING-MASON, at listed rates per hour. FLEMING-MASON reserves the right to solely and at its discretion require the CONTRACTOR to provide equipment that is no more than 5 years old and in good operating condition for T&M work when FLEMING-MASON feels that equipment breakdowns are adversely affecting crew production and performance. The listed rates shall not include operator(s) but shall include all costs for repairs, maintenance, operation, overheads and profit and shall be the sole compensation payable by FLEMING-MASON to the CONTRACTOR for use of said equipment. All tree-trimming trucks shall be properly equipped to handle any tree trimming or removal encountered. All equipment shall meet approval of FLEMING-MASON before being permitted to work on FLEMING-MASON property. In addition, the following conditions shall apply:

Crew and equipment hours shall not be invoiced for the time equipment is inoperative due to maintenance or equipment failure, as appropriate, (e.g., when the crew or part of the crew can complete productive line clearance while the equipment is being repaired, the productive individuals may continue to be billed). FLEMING-MASON will not be invoiced for the mobilization or transportation of equipment from circuit to circuit if such equipment move are required.

FLEMING-MASON holds the right to not be responsible for equipment downtime and will not be invoiced during such times. Equipment that is not in use and does not have an operator will not be invoiced during such times unless it has a set daily rate as opposed to hourly rate. Both parties are in agreement that other vegetation trimming methods are probable to be used during this contract ie. Helicopter trimming. Such work by another contractor could potentially force equipment such as the Sky Trim to be parked or not utilized at times during the contract. Arbor Works agrees that equipment will not be invoice for time and material during that time period of nonoperation. Equipment invoiced at a daily rate must be used and in operation that day in order to be invoiced the daily rate.

**Note:** Trucks shall be equipped with hand and power tools to productively, safely and effectively perform the work. These tools include power saws for each worker and hydraulic tools

(including hydraulic pole saws) on bucket trucks. Dump boxes on trucks will have capacities of at least 8-10 yards.

All equipment prices are firm for the duration of the agreement.

### **Material Pricing**

Materials requested by FLEMING-MASON and supplied by CONTRACTOR shall be invoiced at cost.

### **AWARD**

If at any time during the contract FLEMING-MASON determines that the CONTRACTOR'S performance is substandard FLEMING-MASON may cancel the remaining mileage and hourly work and award the remaining work to another contractor.

If FLEMING-MASON is satisfied with the CONTRACTOR'S work quality and performance under the terms of this Contract, a multi-year extension may be considered. The time and material (hourly), firm prices above may be the basis for establishing long-term, mutually agreeable pricing that could be used to extend this Contract **beyond Dec. 31, 2024**. The terms of such an extension would be negotiated prior to **Dec. 31, 2024**.

## Insurance and Workers Compensation

1.	Workers Compensation	Statutory	
2.	Employers Liability	Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each employee
3.	Commercial Liability including	General Aggregate Products-Completed, Operations Aggregate Personal and Advertising Each Occurrence Fire Damage Medical Expense	\$2,000,000  \$2,000,000 \$1,000,000 \$1,000,000 \$ 100,000 \$ 10,000
4.	Automobile Liability	Combined Single Limit	\$1,000,000 per accident
5.	Umbrella Liability	Each Occurrence and Aggregate	\$4,000,000

Upon execution of the contract, the CONTRACTOR shall provide certificate(s) to FLEMING-MASON indicating that the required insurance has been placed with insurers acceptable to FLEMING-MASON and that at least 30 days prior written notice will be given to FLEMING-MASON of cancellation or material change in coverage.

The CONTRACTOR shall maintain the required insurance in full force during the life of this contract and any extensions thereof.

The CONTRACTOR'S Commercial General Liability and Umbrella Liability insurance policies shall be written on an "occurrence" basis.

The CONTRACTOR'S Commercial General Liability shall:

- Name FLEMING-MASON as additional insured with copies of enabling endorsements accompanying the certificates.
- Provide for a separate aggregate limit of liability exclusively for this contract.

## Assignment and Subcontracting

The CONTRACTOR shall not assign its obligations to perform the services or any part thereof and FLEMING-MASON shall not be obligated to accept a tender of performance by any assignee, unless FLEMING-MASON shall have previously expressly consented in writing to such assignment.

The CONTRACTOR shall not, without prior written consent of FLEMING-MASON, subcontract any of its obligations under the Contract. In the event, FLEMING-MASON consents to the subcontracting of any portion of the services, (1) such consent shall not relieve the CONTRACTOR of its obligations under the contract with respect to such services, and (2) the CONTRACTOR agrees to bring the provisions of the contract to the attention of and to bind every subcontractor by the provisions of the contract as far as applicable to that portion of the services to be performed by the subcontractor.



## Hold Harmless

The CONTRACTOR will indemnify, hold harmless and defend FLEMING-MASON from and against any and all liability for loss, damage or expense which FLEMING-MASON, their personnel, or the general public may suffer, or for which FLEMING-MASON may be held liable by reason of any injury (including death) or damage to any property arising out of the CONTRACTOR's performance of work under this contract, except to the extent the liability arises from the negligence or willful misconduct of Fleming-Mason Energy.

## Changes in the Contract

Any changes to this contract or the work described herein must be agreed upon in writing by both parties.

## Termination with Cause

If either party breaches any provision of the Contract (including, without limitation, the failure by the CONTRACTOR to adhere to the performance standards set forth in the Contract), the other party may give notice of such breach to the defaulting party in writing. If the breach is not cured within thirty (30) days of delivery of such notice, the defaulting party shall be in default hereunder and the non-defaulting may elect to terminate the Contract, or to continue the Contract subject to receiving adequate assurances of performance from the defaulting party. FLEMING-MASON shall have the right to stop the work immediately with cause. In the event FLEMING-MASON terminates the Contract pursuant to this subsection, FLEMING-MASON shall not be required to make any payments to the CONTRACTOR with respect to Services that have not been performed as of the date of termination. If the sum of all previous deposits and payments under the Contract with respect to the Services so terminated exceeds the amount owed to the CONTRACTOR with respect to services that have been performed as of the date of termination, the excess shall be immediately refunded to FLEMING-MASON.

## Termination without Cause

FLEMING-MASON may at any time on thirty (30) business days' notice to the CONTRACTOR terminate the Contract for FLEMING-MASON'S convenience. Any compensation payable to the CONTRACTOR through the effective date of early termination shall be prorated, and FLEMING-MASON shall not be required to make any payments to the CONTRACTOR with respect to Services that have not been performed as of the date of early termination. If the sum of all previous deposits and payments under the Contract with respect to the Services so terminated exceeds the amount owed to the CONTRACTOR, the excess shall be immediately refunded to FLEMING-MASON. The CONTRACTOR likewise shall have the right to terminate the contract upon ninety (90) days written notice being received by FLEMING-MASON.

## Payment

The CONTRACTOR shall complete the work activities as systematically and uniformly as practicable, so as to facilitate preliminary field review and approval, and interim monthly invoicing for a mutually agreeable percentage of the completed work. All interim invoice

approvals are subject to final audit approval at the completion of the entire project, and final payment shall not be authorized until all outstanding issues and concerns have been corrected to the full satisfaction of FLEMING-MASON. FLEMING-MASON shall withhold the last payment due the CONTRACTOR on the project until all work is completed and all substandard work discovered either in intermediate inspections or final inspection is corrected to the satisfaction of FLEMING-MASON.

Invoices for approved work shall be paid thirty (30) days after receipt thereof. Invoices that are submitted for incomplete work may be held without penalty to FLEMING-MASON or returned to the CONTRACTOR for future re-submittal when all work is completed to specification.

Invoices for T&M work shall be submitted on a weekly basis, by crew, for all billable labor and equipment hours and at the rates quoted in the Pricing section. The invoice shall be submitted within two (2) weeks of the week ending date and shall be supported by copy of the crew's time sheet for that week and showing all labor, equipment, locations and work completed.

This document and all attachments hereto constitute the entire agreement between the parties, their successors and assigns, and no modification hereto shall be binding upon the parties unless in writing and signed by both parties. This contract is construed under the laws of the State of Kentucky.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 10<sup>th</sup> day of July, 2023

ArborWorks, LLC

CONTRACTOR NAME

By: [Signature] (SEAL)

Signed, sealed and delivered in the presence of:

Witness

*See attached Certificate*

Notary Public

FLEMING-MASON ENERGY COOPERATIVE

By: [Signature] (SEAL)

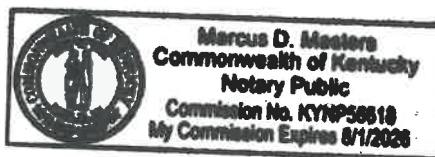
Signed, sealed and delivered in the presence of:

Melissa Jockett

Witness

[Signature]

Notary Public





## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

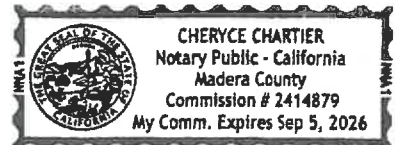
State of California  
County of Madera )

On 07-10-2023 before me, Cheryce Chartier, Notary Public  
(insert name and title of the officer)

personally appeared Kelli N. McCarty  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Cheryce Chartier (Seal)

# 2023-2024 Pay Roll Rates

2023 Job Classification	Billing Rate Per Hour Up To 40 Hrs./Week	Billing Rate Per Hour Over 40 Hrs./Week
Crew Leader A	[Redacted]	[Redacted]
Trimmer A	[Redacted]	[Redacted]
Trimmer B	[Redacted]	[Redacted]
Groundman A	[Redacted]	[Redacted]
Groundman B	[Redacted]	[Redacted]
Tractor Operator	[Redacted]	[Redacted]
Mechanical Side Trimmer Operator	[Redacted]	[Redacted]
Log Loader Operator	[Redacted]	[Redacted]

**Supervision**

All costs associated with the Contractor's first line of supervision for time and material work shall be incorporated into the hourly rates for the crew. Fleming Mason Energy will not be invoiced separately for the General Foreman or equivalent, or their pick-up truck, cell phone, or other equipment associated with supervision and management of the crews.

# 2023-2024 Equipment Rates

2023

Equipment	Billing Rate/hr.
Trim Lift w/ dump box, 52 - 55 ft, w/ saws	\$ [REDACTED]
Flat bed lift, 52 - 55 ft, w/ saws	\$ [REDACTED]
Trim Lift w/ dump box, 70 ft +, w/ saws	\$ [REDACTED]
Skidder bucket, 52 - 55 ft, w/ saws	\$ [REDACTED]
Disc chipper	\$ [REDACTED]
Drum Chipper w/ Winch	\$ [REDACTED]
Split dump, min 12 cu yd dump, w/ saws	\$ [REDACTED]
Split dump, min 12 cu yd dump, w/o saws	\$ [REDACTED]
Side Trimming Equipment	\$ [REDACTED]
Tractor w/ brush hog mower	\$ [REDACTED]
Tractor w/ Brown Brush monitor	\$ [REDACTED]
Pickup 2x4 w/o saws	\$ [REDACTED]
Pickup 4x4 w/o saws	\$ [REDACTED]
Pickup 4x4, w/ saws for R/W crew	\$ [REDACTED]
Log Loader	\$ [REDACTED]
Stump Grinder	\$ [REDACTED]
ATV with Trailer	\$ [REDACTED]
Mechanical ROW Mower 100-150 HP	\$ [REDACTED]
Service Truck with Trailer	\$ [REDACTED]
Mechanical Mower 85-125 HP	\$ [REDACTED]
Mechanical ROW Mower 300 HP	\$ [REDACTED]
Track Bucket 55'	\$ [REDACTED]
Bucket Truck 60' with Floatation tires, 4x4	\$ [REDACTED]
Bucket Truck 70' with Floatation tires, 4x4	\$ [REDACTED]
Split Dump, Super crew cab 4x4, w/saws	\$ [REDACTED]
Back Yard Side Trimming Equipment	\$ [REDACTED]

**Note: Disc Chipper to be charged at a flat rate of [REDACTED] per day.**

# Exhibit A ~ Fleming Mason Energy (FME) Right-of Way Contract

## SPECIFICATIONS GUIDE FOR LINE CLEARANCE

### Clearance Standards

1. The CONTRACTOR shall remove all brush and trees over three (3) feet tall from right-of-ways, whether the R/W is adjacent to highways or in off-road areas.
2. The CONTRACTOR shall ground cut and side trim all re-growth so as to re-establish the full width of the right-of-way out to the easement limits and/or old clearing line, whichever is greater. It shall also include the removal of all trees up to 6.0 inches in diameter at breast height (dbh) in rural or non-residential areas, and small trees less than 4.0 inches dbh in developed, residential or yard areas that would not be considered planted or landscape trees (e.g. natural seedlings or "volunteers" that have grown in the R/W since last maintenance).
3. Those trees and brush that are found within the right-of-way that are equal to or less than these diameters requirements may be removed without written permission under the terms of FLEMING-MASON easements.
4. The CONTRACTOR should always clear the right-of-way of all trees or brush over three (3) feet high. The right-of-way is defined as 20 feet on either side of the pole or center line of the right-of-way easement.
5. Mechanical side trimming (e.g., Jarraff work or similar methods) is only permitted in rural, non-residential locations. All other trimming shall be done following strict ANSI A300 guidelines, including proper collar cuts and direction pruning using trim lifts, skidder buckets, or manual crews. All slash and debris shall be then cleaned up and disposed of by either follow-up mowing and/or chipping as may be appropriate for each site.
6. The CONTRACTOR shall only prune trees directly involved with the FME'S overhead lines, as defined by this specification. Pruning trees for privately owned lines is not permitted.
7. The CONTRACTOR shall not prune trees solely for street lighting.
8. All low growing desirable species, if present, may be left unless:
  - a. they create clearance problems,
  - b. mechanical, non-selective equipment (e.g. mowing) is used, or
  - c. they block access to the rights-of-way or prevent facilities maintenance.
9. Ingested wilting foliage of wild cherry is poisonous to livestock. The CONTRACTOR shall remove all wild cherry foliage from fields where livestock graze.
10. The CONTRACTOR shall cut, as near to ground level as possible, all vines growing on poles, guy wires, and other FME facilities.
11. Dead trees that endanger lines shall be topped or removed within the right-of-way.

## **Debris Disposal**

The CONTRACTOR shall pre-notify all property owners to explain the tree trimming and line clearance requirements and to establish mutually agreeable methods of tree, limb and brush disposal. It is acceptable to FME for line clearance debris to remain on site, provided the disposal method is communicated to and understood by the property owner, including work completed under Time and Material.

Notwithstanding this requirement, the CONTRACTOR shall insure:

1. All debris disposals from trimming, tree removal or brush clearing shall be according to Federal, State and Local regulations.
2. All hangers shall be pulled to remove them from trees, including all work completed by trim lift, manual and mechanical trimming (Jarraff or equivalent/similar) crews.
3. All tree, limb and brush disposal that remains along the R/W with property owner approval shall be neatly piled along the edge of the R/W so as to ensure the R/W is readily accessible for emergency patrols.
4. When limbs, wood and debris must be removed from the site, it shall be removed the same day it was cut unless the Landowner approves otherwise. When the site cannot be cleaned up the same day due to equipment breakdown or other unforeseen problems, the CONTRACTOR tell the Landowner when cleanup will be complete.
5. No limbs, wood or debris shall be left on or immediately adjacent to a public right-of-way, fences, or in or near running water or in or near natural drainage ditches.

## **Notification**

2. Unless otherwise directed, the CONTRACTOR shall pre-notify property owners for tree pruning, tree removal and brush maintenance and disposal when performing line clearance activities on circuits listed in the *FME Pricing 2023-2026* document. This pre-notification shall clearly communicate the prescribed trimming and brush disposal techniques that will be implemented. When the cut brush and debris must be cleaned up, all trimming debris shall be removed before the end of work in residential areas, and within one week in undeveloped areas. When cut brush and trimming debris will remain after trimming, the CONTRACTOR shall clearly communicate to the property owner the condition in which the slash will be left. When site cleanup becomes delayed due to equipment problems, the CONTRACTOR shall clearly communicate the condition to the property owner, together with an expected time for final cleanup and resolution.
3. When notifying landowners of impending line clearance and tree pruning activities, the CONTRACTOR shall promote sound arboricultural standards, including "natural pruning" techniques as defined by this specification and the ANSI Z133 and A300 standards.
4. The CONTRACTOR shall be responsible for pre-notification for tree removals for yard trees and off R/W trees on rural circuits, when requested by FME.

## **Public Relations**

1. All work shall be done, and all complaints resolved by the CONTRACTOR to the satisfaction of FME with due regard for the public relations concerns of FME.
2. The CONTRACTOR agrees that complaints of any nature that are received from a property owner, FME, or agents or public authorities shall receive immediate attention and all efforts shall be made for a prompt resolution. All complaints, and any action taken by the CONTRACTOR in connection with such complaints, shall promptly be reported to FME.
3. When the Contractor fails to respond to valid customer concerns and complaints in a timely manner, FME may resolve the complaint to the full satisfaction of FME. All costs associated with the resolution of such complaints, shall be deducted from the next CONTRACTOR'S invoice.
4. The CONTRACTOR'S employees shall conduct themselves in a manner that promotes customer service. Customer service is of utmost importance to FME. Any CONTRACTOR'S employee who cannot meet this requirement shall be removed from FME's system. Unresolved customer service issues shall be an event of default and shall be grounds for termination of this contract.

## **Scheduling**

1. FME and the CONTRACTOR shall mutually establish a starting date and work schedule for all work. The schedule for Circuit Work shall consist of establishing quarterly milestones and dates to assure on-time completion of the project. Unless FME and the CONTRACTOR mutually agree otherwise **in writing**, approximately one quarter of the job shall be completed by each milestone date. Completed work shall be no more than 10% behind the scheduled mileposts unless approved by FME. Contractor shall try to stay on the quarterly schedule to the extent of their fullest capabilities. All work shall be fully complete to specification by the year-end completion date. The quarterly milestone ending dates shall be March 31, June 30, September 30 and December 31 respectively.
2. The CONTRACTOR shall complete trimming and clearing progressively, from a starting point or points designated by FME with no skips unless approved by FME. The CONTRACTOR shall promptly notify FME of any work site or property owner where the CONTRACTOR is unable to achieve full specification clearance for any reason, before tree pruning or removal activities are begun at that location, in an effort to provide FME an opportunity to resolve known customer concerns before trimming and clearing.

## **Appearance**

The appearance of the CONTRACTOR'S equipment and employees shall be neat. FME shall be the sole judge in this matter. The CONTRACTOR'S employees shall wear shirts or jackets with names or logos stating the name of the CONTRACTOR. FME reserves the right to require the contractor to make changes to meet the requirements of FME.

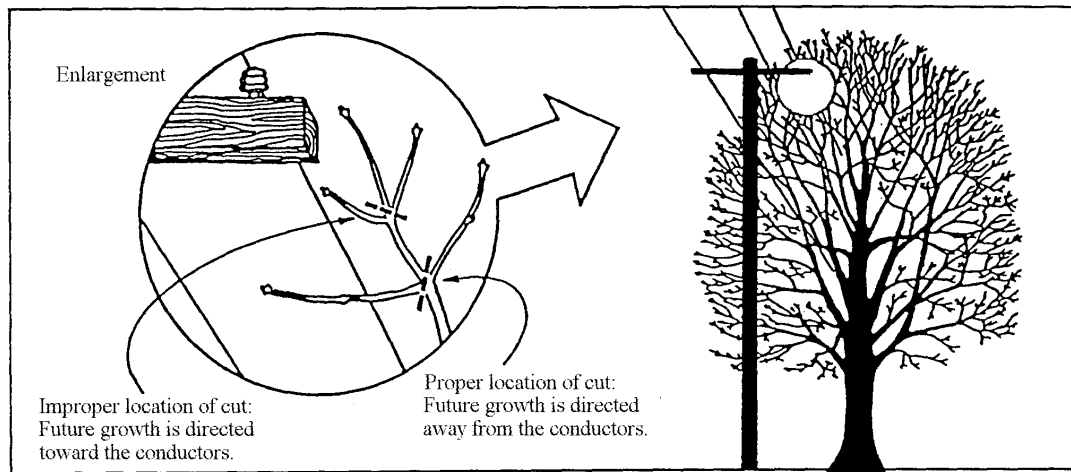
## **Permits**

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



### **Circuit Operation**

The CONTRACTOR agrees to secure from FME information as to the nature of the circuits involved before work is commenced. It is understood by and between the parties that the electric circuits of FME are to continue in normal operation during this work. The CONTRACTOR shall take all necessary precautions to guard against interfering with the normal operation of said circuits. In the event the CONTRACTOR'S employees cause an outage to occur, they shall immediately cease trimming activities to secure the worked area and ensure worker and public safety and shall immediately notify FME.



## Natural Pruning (to direct growth away from wires)

Natural pruning is a method by which branches are cut at a suitable parent limb back toward the center of the tree. The cut should be made as close as possible to the branch collar at the branch base, however the branch collar should not be injured or removed. Every branch has a branch bark ridge that separates the branch from the main stem. The cut should be made on the outer side of the ridge. If the cut is made on the inner side of the branch bark ridge, a “larger” wound will result that may inhibit the trees ability to naturally compartmentalize the wound, increasing wound closure time and the risk of entry for microorganisms. This method of pruning is sometimes called “drop-crotch pruning”, “directional pruning” or “lateral pruning.” Large branches should be removed to laterals at least one-third the diameter of the branch being removed. Natural pruning is especially adapted to the topping of large trees where a great deal of wood must be removed.

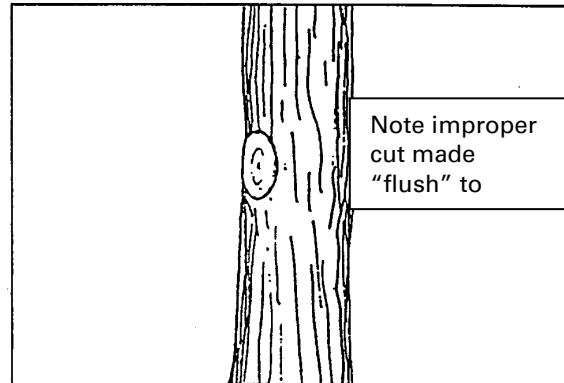
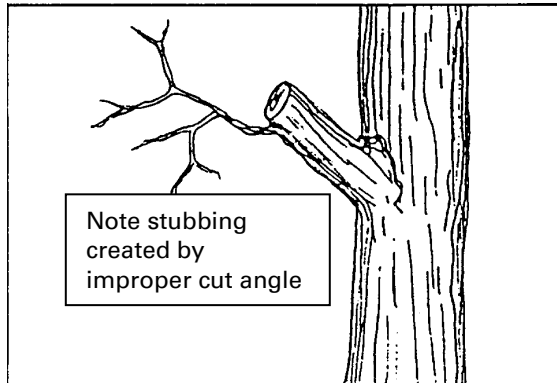
In natural pruning, almost all cuts are made with a saw, and very little pole pruning work is required. This results in a natural looking tree when finished, even if a large amount of wood has been removed. However, a hydraulic or manual pole pruner is required to prune those smaller laterals that cannot be properly pruned using the pole saw and each crew shall be equipped with the necessary hydraulic pruners for lift crews and manual pruners for climbing crews.

Natural pruning is also directional pruning, since it tends to guide the growth of the tree away from the wires. Stubbing or pole-clip clearance, on the other hand, tends to promote rapid sucker growth right back into the conductors. It is important to remember that natural pruning does work, and that two or three pruning cycles done in this manner will bring about an ideal situation for both the utility and the tree owner. Most shade trees lend themselves easily to this type of pruning.

Natural pruning techniques should be used for top pruning, side pruning, under pruning, and combinations as described on the following pages.

## Natural Pruning Details

### Improper Trimming Techniques

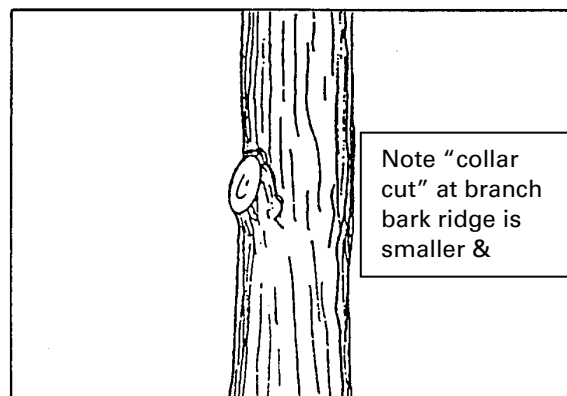
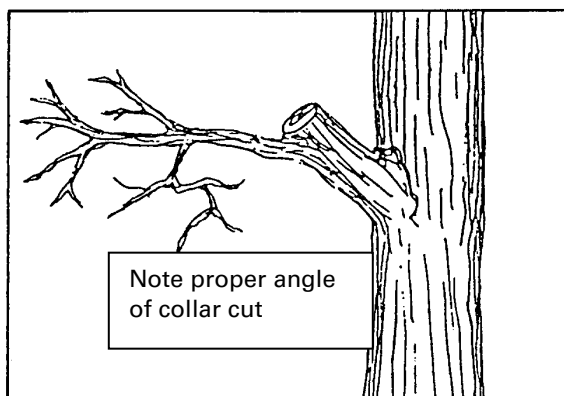


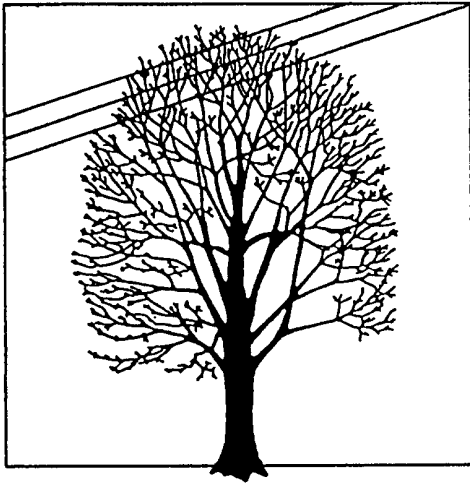
Details of improper trimming and proper natural pruning techniques are shown here. The branch at left above was cut back to a lateral that is too small. Branches should be cut back to a lateral that is at least one-third the size of the branch being removed as shown at left below. If a proper lateral is not available, the branch should be cut back to the trunk. Note that the remaining limb should be trimmed in a manner that meets the minimum clearance requirements while "training" it to grow away from the conductors. When limbs growing toward the conductors cannot be pruned to meet these requirements, they should be removed back to the trunk of the tree.

The cut shown at right above is an improper flush cut where the branch collar was removed. The cut at right below shows the proper method to remove the branch at the trunk, leaving the branch collar but not a stub.

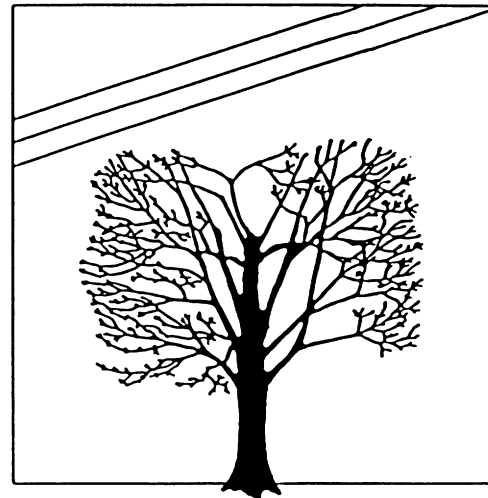
The CONTRACTOR shall remove all past stubbing, correctly pruning these limbs back to a lateral one third the size of the parent limb, or removing them back to the trunk of the tree, to promote proper callus formation. Removal back to the trunk will be the preferred method when it would create a "cleaner" appearance and minimize future re-growth and pruning.

### Proper Pruning Techniques





**Before Top Pruning**



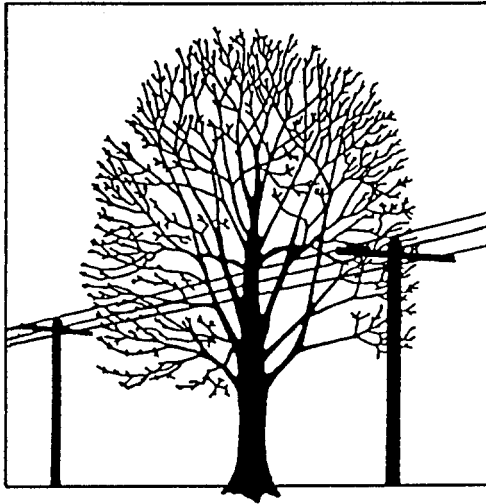
**After Top Pruning**

## **1. TOP PRUNING**

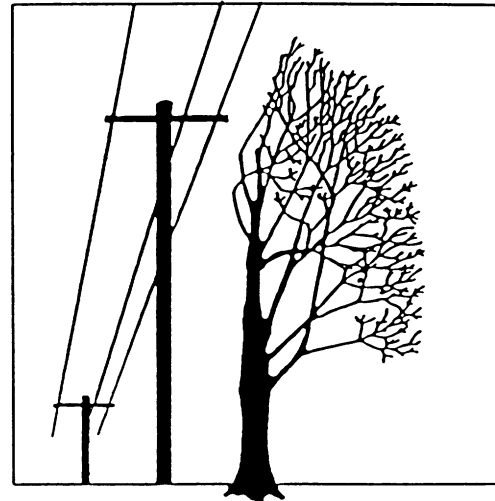
Top pruning involves cutting back large portions of the upper crown of the tree. Top pruning is often required where a tree is located directly beneath a line. The main leader or leaders are cut back to a suitable lateral. (The lateral should be at least one-third the diameter of the limb being removed.) While most cuts should be made with a saw; a hydraulic or manual pole pruner is still required to properly prune the small lateral limbs that cannot be properly pruned using a pole saw.

For the sake of appearance and to limit the amount of regrowth, it is best not to remove more than one-fourth of the crown when top pruning. In certain species, removal of too much of the crown may result in death of the tree.

Top pruning is generally required to address the situation where a tall growing tree has been planted or grown underneath the lines. Top pruning should NOT be used on those trees that are located partially under the line, where part of the tree could be trained to grow away from and/or beside the line, unless specifically required by the property owner and approved by FME. Side pruning is discussed below.



**Before Side Pruning**



**After Side Pruning  
Rural – R/W areas**

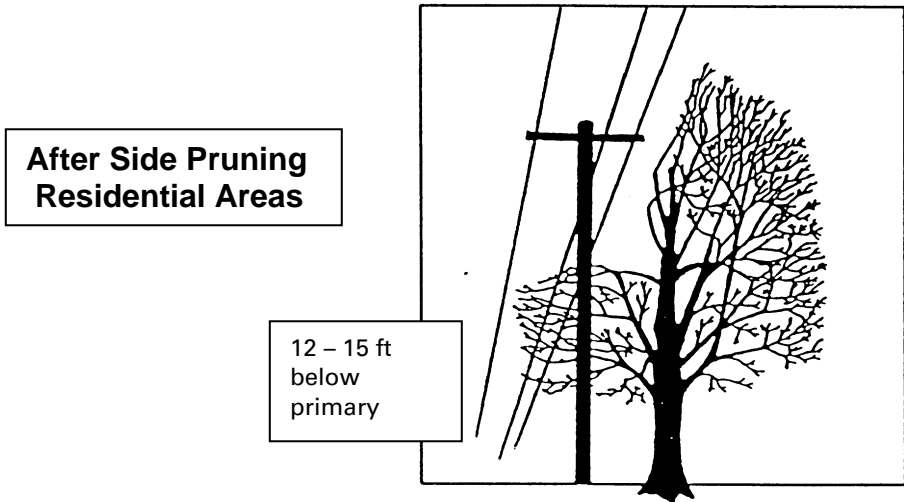
## **2. SIDE PRUNING IN NON-RESIDENTIAL R/W AREAS**

In non-residential or rural right-of-way situations side pruning consists of cutting back or removing the side branches that are threatening the conductors from ground to sky. Side pruning is required where trees are growing adjacent to utility lines. Limbs should be removed at a lateral branch or the main trunk wherever possible to minimize future re-growth. All branches beneath the conductors should be removed to prevent them from growing up into the lines. Avoid unsightly notches in the tree, if possible.

## **3. SIDE PRUNING IN RESIDENTIAL AREAS**

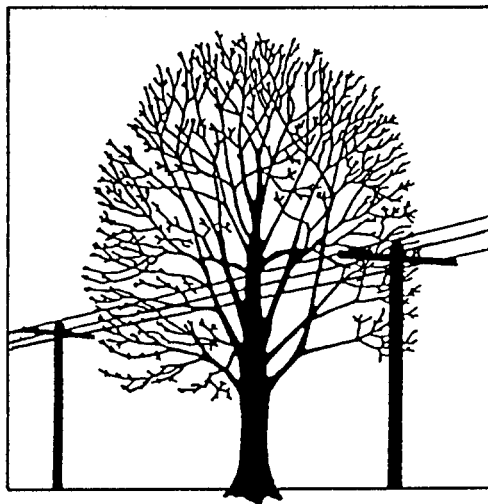
In residential situations, where the tree to be pruned is part of a lawn or landscape setting it is often necessary to leave a “shelf” of branches below the phone cable level, or at least 12 – 15 feet below the primary level. While this is NOT a preferred pruning method, it is commonly required in residential areas in order to maintain as much of the natural appearance, screening and shade value of the tree as possible. Trees that would require excessive pruning or create serious visual impacts for the property owner should be candidates for removal.

When shelf pruning is performed the remaining branches shall be pruned so as to train them to grow in a horizontal direction, or down and away from the conductors. Branches growing up, toward the overhead conductors should be removed or pruned to laterals growing away from the wires.

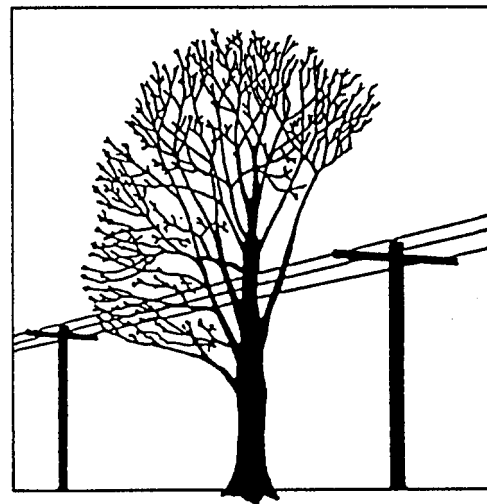


#### 4. UNDER PRUNING

Under pruning involves removing the lower limbs of the tree to allow wires to pass below the tree crown. All cuts should be made as close as possible to the branch bark ridge at the branch collar, to avoid leaving unsightly stubs. The natural shape of the tree is retained in this type of pruning, and the tree can continue its normal growth. Where overhangs will be allowed to remain, the CONTRACTOR shall visually inspect the remaining overhang to identify dead, decayed, cracked, split or weak conditions that may exist at the time of pruning and could damage the facilities if they broke out the tree and fell on the lines. Hazardous conditions shall be promptly reported to FME, and summarized in a weekly report.



Before Under Pruning



After Under Pruning

Before Under Pruning



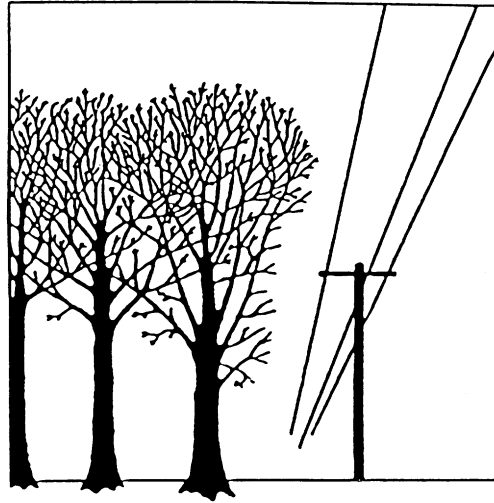
## 5. COMBINATIONS

It may be necessary to combine several pruning types in order to achieve a good-looking job and to obtain adequate clearances.

## Improper Trimming Methods

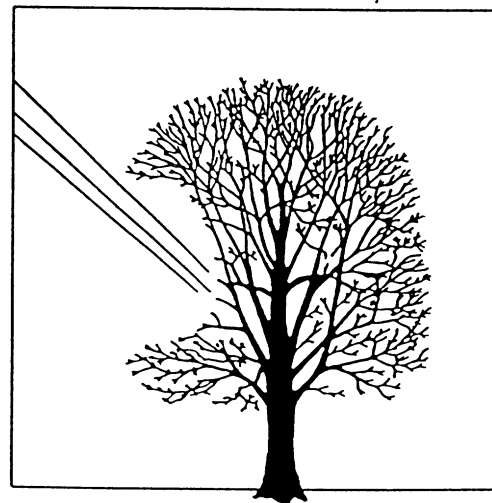
### 6. SIDE TRIM STUBBING

This is done by stubbing off portions of limbs along the side of the tree to obtain clearance. Cutting off portions of limbs (leaving stubs) to obtain clearance creates many fast-growing suckers that become a serious line clearance problem. Corrective pruning will be required to eliminate and repair past stubbing practices when they are encountered.



### 7. "SHAPING" AROUND LINES

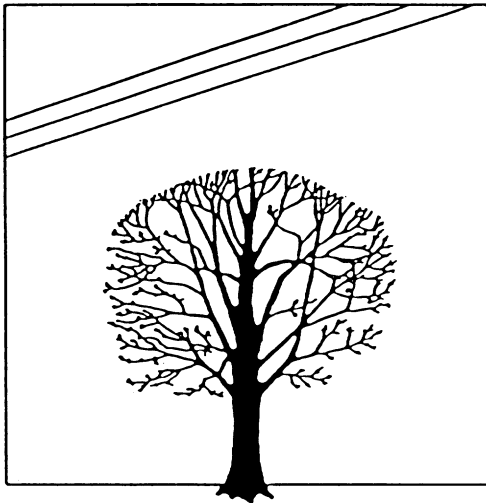
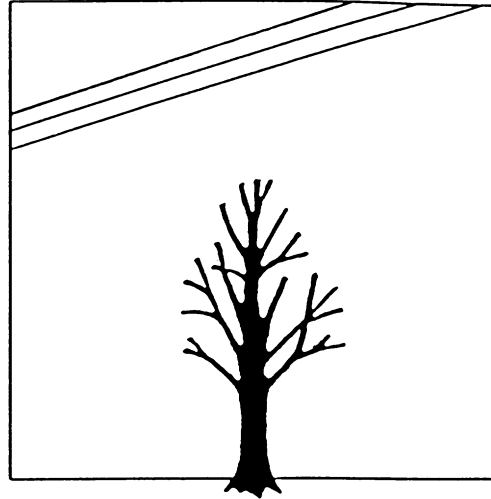
"Shaping" is done by trimming limbs in an arc to obtain clearance. This unsightly method of trimming leaves branches above the conductors that could bend or break, causing outages. Shaping also creates many fast-growing suckers.



## 8. POLLARDING

This is done by stubbing off major limbs to greatly reduce the size of the tree crown. The result is not only unsightly, but promotes a multitude of fast-growing suckers that sprout from the stubs. The combination of stubbing and re-sprouting leads to weak limb attachments, disease and decay, which then lead to a serious reliability and line clearance problem.

Pollarding is unacceptable.



## 9. ROUNDING OVER

Rounding over (or shearing) is done by making many small cuts so that the treetop is sheared in a uniform line. This creates an unhealthy tree condition and results in rapid regrowth of suckers directly toward the electric conductors.

When a round over is done using a pole saw, the trimmer usually leaves numerous stubs, rather than following drop crotch and directional pruning principles. This stubbing commonly leads to decay, disease and rapid re-growth. This condition is unacceptable, except when mandated by customer requirements, and even then should be a last resort.

When a round over must be done, it shall be completed using the proper hydraulic or manual pruning tools, following the proper collar cut procedures. Stubbing is unacceptable. FME shall be notified before a round over is performed.

## Exhibit F ~ Contractor's "Employer's Equal Opportunity Declaration"

### A. Section 1 - Contractor Representations

- a. Contractor represents that:

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

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

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

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

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

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

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following:

Employment upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of

compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

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

Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

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

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

**Extension to Successors and Assigns**

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

ArborWorks, LLC  
\_\_\_\_\_  
(Contractor)

Clint Stephens *John C Stephens*  
\_\_\_\_\_  
(President)

\_\_\_\_\_  
318 Erin Dr, #7      Knoxville, TN 37919  
\_\_\_\_\_  
(Address)

Attest: \_\_\_\_\_

Date of Proposal July 5, 2023

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



# Exhibit H – Fleming Mason Energy

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

*John C Stephens*  
Signature

07/05/2023

Date

Clint Stephens VP of Operations - SE Region

Name and Title