I. <u>GENERAL</u>

- A. This is a unit price contract with the Contractor furnishing all labor and connecting hardware including bolts, nuts and washers, and the Owner furnishing the remainder of the material. The successful Contractor will be required to perform all line construction requested by the Owner.
- B. There are two pricing sections within this line construction contract. One for the overhead and underground distribution line construction (Section N) and one for distribution line removal (Section I). All units within these sections must be completed. The Owner, in awarding this contract, will consider not only the price quoted in the Proposal, but also the Contractor's qualifications, experience and responsibility, and reserves the right to reject any or all bids for any reason.
- C. Work to be performed under this contract will be the construction of overhead and underground and removal of overhead distribution lines. There will be no multiplier applied to any unit prices for "hot work" performed. It is required that a representative of the Owner and the Contractor be present during the initial energization of new equipment installed as part of the Project.
- D. Each of the Contractor's crews must have sufficient skilled workers, supervisory personnel and equipment to perform efficiently and independently. All foremen and linemen must have extensive overhead power line construction experience. The Contractor will provide a list of personnel and their job classification prior to award of contract.
- E. Observation of the Project will be performed by personnel from the Owner and/or Engineer.
- F. All power line switching needed for the Contractor to perform this work will be done only by request from the Contractor to the Owner. The Contractor will work in advance with the Owner to schedule switching. The Contractor shall submit switching requests at least two days prior to the anticipated work. Switching requests shall include:
 - 1. The work to be done and the Contractor's plan of action,
 - 2. The Contractor's authorized representative under whose direction the work will be performed, the number of employees and their classifications,
 - 3. The time the work is to start and end,
 - 4. The safety precautions to be taken such as barricades, warning signs, protective grounds, and the type of equipment to be used in performing the work.
- G. The Contractor shall coordinate all required outages with the Owner. Outages should be kept to a minimum because of the residential and commercial nature of the loads supplied and will be allowed only when weather conditions allow.
- H. The Contractor shall be responsible for coordinating outages with residential and commercial customers. This includes, but is not limited to, communicating with the pertinent persons to inform them of the time and length of outage.

II. MAN-HOUR AND EQUIPMENT RATES

A. The Owner may require the Contractor to provide services associated with the Project which are not included in this Contract. This work will be categorized as job order labor charges. Therefore, the Contractor is required to provide man-hour and equipment hourly rates in the appropriate section of the bid. All job order labor, for each specific job, will be summarized on the appropriate form using the designated man-hour and equipment rates provided by the Contractor. Each job labor form is to be signed by the Contractor and the Owner. These rates may be evaluated in determining the successful bidder.

MAN-HOUR AND EQUIPMENT RATES

A man-hour and equipment unit consists of one regular hour of labor or one hour of equipment use.

Foreman]						
Lineman							
Equipment Operator							
Apprentice Lineman							
Laborer							
EQUIPMENT CHARGES:							
Equipment Per Hour							
Backhoe							
Boom Truck							
Bucket Truck							
Pickup							
	1						
	1						
	1						

MAN-HOUR CHARGES:

JOB ORDER REQUEST (EXAMPLE)

Project:	[Date:	W.O.#	
		DESCRIPTIC	DN	

Excavate, extract and relocate transformer vault (T2) after approval for initial location given by Acme superintendent.

Authorized by:

Job Inspector

DATE	EQUIPMENT & PERSONNEL	HOURS	RATE/HOUR	COST
9-13-xx	Foreman	3	\$25.00	\$75.00
	Operators	6	\$25.00	\$150.00
	Laborer	3	\$18.00	\$54.00
9-13-xx	Backhoe	3	\$18.00	\$54.00
	Boom Truck	3	\$16.00	\$48.00
	Pickup	1	\$6.00	\$6.00
TOTAL	\$387.00			

MAN-HOURS AND EQUIPMENT REQUIRED

III. MATERIAL AND CONSTRUCTION REQUIREMENTS

- A. The Contractor will work with the Owner to determine a material and equipment storage site near the Project.
- B. The Contractor shall not leave material or equipment along the project rights-of-way unless he receives permission in writing from the Owner.
- C. Contractor is responsible for ensuring that all materials needed on the site are provided in a timely and efficient manner.
- D. If Contractor does not have the necessary equipment available to ensure proper delivery of materials, Contractor shall be responsible for coordinating or contracting these services. The Owner will not be responsible for trucking/delivery services; and may temporarily shut the job down if the absence of these services is detrimental to the quality and progress of the project.
- E. All removed material will be transported by the Contractor to the Owner's warehouse or pole yard located at the City's offices. Excavation spoils, asphalt and concrete removed from the project shall become the Contractor's property and shall be disposed of in an acceptable manner approved by the Owner.
- F. The poles have been pre-drilled for the top assembly and treated at the factory per drilling guides supplied by the Engineer.

- G. The pre-drilled holes will accommodate the framing for nearly all installations. The pre-drilled holes shall be used whenever possible. Where new holes require field drilling, the Contractor shall treat each field drilling with a heavy application of preservative compound approved by the Engineer.
- H. All crossarms are factory drilled. If necessary, wood crossarms can be field drilled using either a steel or carbide tipped drill bit. Hole bushing kits consisting of interlocking plastic tubes designed to make the arms water-resistant and reduce wear and tear on the holes must be installed in each field drilled hole.

IV. ENVIRONMENTAL QUALITY PROTECTION

- A. Environmental Requirements: Comply with all applicable Federal, State and local environmental laws, orders and regulations.
- B. Landscape Preservation: Except where clearing is required for permanent works, approved construction roads and excavation operations, all trees, native shrubbery and vegetation shall be preserved and shall be protected from damage by the Contractor's construction operations and equipment. All destruction, scarring, damage and defacing of the landscape resulting from the Contractor's operations shall be repaired by the Contractor as directed by the Owner.
- C. Disposal of Waste Materials:
 - 1. Waste Material: Waste materials include trees, refuse, garbage, sanitary wastes, industrial wastes, oil and other petroleum products, material packaging, empty cable reels, and all other materials resulting from demolition and construction operations.
 - 2. Burning and Burying of Waste Materials: Burning or burying of waste materials or materials resulting from clearing operations on the right-of-way will not be permitted.
 - 3. Disposal:
 - a. General: Haul waste materials to an approved, licensed, or permitted disposal facility. Make all arrangements with private parties and local officials pertinent to locations and regulations of dumping.
 - b. Hazardous Debris: The Contractor is not responsible for removal of pre-existing hazardous material from the right of way. The Contractor is responsible for handling and disposal of such hazardous materials resulting from his own construction activities. The Contractor is responsible for informing the Owner of any pre-existing hazardous materials encountered during construction activities. The Owner is not aware of any preexisting hazardous materials at the job site at this time.
 - 4. Waste Packaging and Transportation: All necessary waste packaging, transportation and transportation documentation shall be done in accordance with applicable Department of Transportation regulations.
 - 5. Controlled and Regulated Materials: Controlled and regulated materials and their containers shall be disposed of in strict accordance with the manufacturer's label instructions and applicable laws and regulations.

V. <u>SAFETY AND HEALTH</u>

- A. General: Conduct a safety and health program and take all reasonable precautions to protect the safety and health of employees and members of the public and to prevent damage to public and private property. Do not allow any employee, whether directly employed or employed through subcontract or on-site supply contract, to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety.
- B. Conflict in Requirements: If there is a conflict between the requirements of these specifications and applicable Federal, State or local safety, health, or industrial regulations or codes, the more stringent

requirements shall prevail.

- C. OSHA Compliance: Comply with the latest effective OSHA standards 29 CFR 1910 and 29 CFR 1926. All OSHA standards shall apply whether referenced here or not.
- D. Contractor's Safety and Health Program: The Contractor shall maintain a safety and health program including, but not limited to, the following:
 - 1. Designation of the on-site superintendent to act on behalf of the Contractor and who will oversee all work. Include the superintendent's resume of qualifications and experience in the type of work to be performed and all safety and hazard recognition training.
 - 2. Statement of company safety and health policy encompassing compliance with applicable Federal, State, and local safety standards and the safety and health requirements of these standards. Company policy and procedures for enforcing safety and health regulations. Copy of the current certificate of compliance with industrial compensation insurance statutes.
 - 3. Provision for the first aid and medical care of injured employees as required by OSHA 1926.
 - 4. Provision for instruction of employees in the recognition of and avoidance of unsafe conditions using methods such as new employee orientation and weekly "tool box" meetings.
 - 5. Health and sanitation facilities, including requirements in OSHA 1926.
 - 6. Provisions for the use and furnishings of personal protective equipment.
 - 7. Procedures for protecting the public.
- E. Joint Owner and Contractor Safety Meetings:
 - 1. Commencement of Construction: Prior to beginning on-site construction, a preconstruction safety meeting will be conducted with the Contractor's supervisory personnel and the Owner for review of the Contractor's safety and health program.
 - 2. Failure to Comply: Failure to implement, monitor and enforce the safety and health program and the requirements of these specifications may result in the Owner's directed removal of the job superintendent or may result in suspension of all or part of the work. Owner's failure to order discontinuance of the Contractor's operations shall not relieve the Contractor of responsibility for the safety and health of personnel and property.
- F. Accident Records and Reporting: Maintain and furnish accurate records and reports to the Owner. Verbal notifications are required immediately and written reports are required within 48 hours on all jobrelated deaths, occupational diseases, traumatic injuries to employees or the public, and property damage caused by an accident as follows:
 - 1. Job-Related Injuries/Illnesses: Job-related injuries/illnesses to Contractor employees shall be reported to the Owner.
 - 2. Public Injury: Injuries to the public arising out of this Contract shall be reported to the Owner.
 - 3. Equipment and Motor Vehicle Accidents: Work site equipment and motor vehicle accidents, regardless of extent of injury or cost, shall be reported to the Owner.
 - 4. Property Damage: Property damage or loss in excess of \$1,000 resulting from any accident shall be reported to the Owner. Public property damage, regardless of cost, shall be reported to the Owner. When requested by the Owner, Contractor shall participate in any investigation of accidents or incidents.
- G. Public Safety:
 - 1. Roads: Roads subject to interference by the work shall be kept open without unreasonable delays or suitable detours shall be provided and maintained. Protection of the public shall be

provided as required by OSHA 1926, and by the public agency having law enforcement jurisdiction for the roadway.

- 2. Contractor must have a complete set of signs for use by each crew as required by the "Manual on Uniform Traffic Control Devices for Streets and Highways." Flagmen are required at the contractors expense.
- H. Employee Requirements:
 - 1. General: Employees shall be physically qualified to perform their assigned duties. Employees shall not work while their ability or alertness is impaired because of fatigue, illness, medications, drugs or alcohol, or any other reason that may expose them or others to injury.
 - 2. The public image of the Owner is of paramount importance. The Contractor and his workmen will conduct themselves and their operations in a professional, workmanship like manner while working on the Owner's facilities.

VI. PERMITS AND EASEMENTS

- A. All permits and easements shall be acquired by the Owner.
- B. The Managers and/or Operators of all utilities (overhead or underground), highways, railroads, telephone and privately-owned facilities such as oil and gas lines, shall be contacted by the Contractor prior to making a crossing of their facilities.
- C. All questions relative to easements and/or right-of-way will be referred to and addressed by the Owner.