



REQUEST FOR PROPOSAL

FOR AN

ELECTRIC UTILITY RIGHT-OF-WAY CLEARING AND

MAINTENANCE SERVICE

FOR

VARIOUS ECG PARTICIPANTS

IN GEORGIA

ELECTRIC CITIES OF GEORGIA, INC.
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DIVISION I
REQUEST FOR PROPOSALS

TO: Organizations providing Electric Utility Right-Of-Way Clearing and Maintenance Service
FROM: Electric Cities of Georgia (ECG)
DATE: October 7th, 2021
SUBJECT: Request for Proposals

Electric Cities of Georgia (ECG) is requesting proposals from contractors who regularly engage in Right-of-Way Clearing and Maintenance services for use by the Electric Municipal Members in Georgia. This service for the Members, is to be coordinated by ECG, and ECG will select the most technically qualified and most economically acceptable organization for recommendation to the Members for a contract to provide this service on an annual basis and as assigned by the Member.

As of the date of this Request for Proposals, twenty-one (21) members are interested in participating in the Right-of-Way Clearing and Maintenance program. Any contract for work resulting from this request for proposal will be between the recommended Contractor and each of the participating Members. The Specifications and Contract Documents describe in detail the requirements of the Contractor and participating Members for implementation and completion of the Electric Utility Right-Of-Way Clearing and Maintenance Services.

You are invited to submit your proposal to supply these services to:

Aggregated Services of Electric Cities of Georgia,
1470 Riveredge Parkway, Atlanta, Georgia 30328;
Attention: Shannon Compton

on or before 5:00 PM on November 9th, 2021. If any questions arise, or if additional information is needed for the preparation of your proposal, please call me at (770) 689-8984.

Sincerely,

Shannon Compton
Aggregated Services
Electric Cities of Georgia

ARTICLE I
SCOPE OF WORK

The following information is provided to assist service providers (“Contractors”) responding to this request for proposal (“RFP”) Contractor in understanding the scope of the hereinafter defined Services needed by the customers of Electric Cities of Georgia, Inc. (“ECG”) participating in ECG’s program respecting the Services (“Participating Members”), which are listed in Division VI hereto . The Contractor shall provide all labor, material, equipment, supplies, and supervision to complete the Work as assigned by the applicable Participating Member (the “Owner.” This RFP and all Divisions hereof, including the Specifications with all addenda, are made a part of the hereinafter defined Contract. No provision of this Contract shall be interpreted to prevent the Owner from using the Services of other contractors.

ARTICLE II
QUALIFICATIONS OF CONTRACTORS

To demonstrate qualifications to perform the Work, each Contractor must be prepared to submit within five (5) days of the request by ECG, written evidence such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Proposal must contain evidence of Contractor’s qualification to do business in the state of Georgia, as applicable, or covenant to obtain such qualification prior to recommendation to a Participating Member for use of the service.

ARTICLE III
INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to ECG in writing. Replies will be issued by Addenda, mailed or delivered, to all parties recorded by ECG as having received the Proposal Documents. Questions received less than five (5) days prior to the date for review of Proposals will not be answered. Only questions by formal written Addenda shall be binding. Oral and other interpretations or clarification shall be without legal effect.

ARTICLE IV
ECG CONTRACT TERM

The resulting ECG Contract shall be for a period of three years from the effective date of Award of Contract and shall be in effect until December 31, 2024, unless earlier terminated (the “Term”).

ARTICLE V
SUBMISSION OF PROPOSALS

Proposals shall be submitted at the time and place indicated in the Request for Proposals and shall be included in an opaque sealed envelope, marked with the Project title, and the name and address of the Contractor on the outside of the envelope. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face thereof.

ARTICLE VI
MODIFICATION AND WITHDRAWAL OF PROPOSALS

Section 1.

Proposals may be modified or withdrawn by appropriate document duly executed (in a manner that the Proposal may be executed) and delivered to the place where Proposals are to be submitted at any time prior to the evaluation of Proposals.

Section 2.

If, within twenty-four (24) hours after Proposals are submitted, any Contractor files a duly signed written notice with ECG, and promptly thereafter demonstrates to the satisfaction of ECG that there was a material and substantial mistake in the preparation of his Proposal, that Contractor may withdraw his Proposal. Thereafter, that Contractor shall be disqualified from further Proposals on the Work.

ARTICLE VII
AWARD OF CONTRACT

Section 1.

ECG reserves the right to reject any and all Proposals, to waive any and all informalities and to negotiate contract terms with any potential Contractor, and the right to disregard all nonconforming, non-responsive or conditional Proposals. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

Section 2.

In evaluating Proposals, ECG shall consider the qualifications of the Contractors, whether or not the Proposals comply with the prescribed requirements, and required alternatives of Division V, and unit prices as requested in the proposal forms. It is the Purchaser's intent to accept alternatives (if any are accepted) in the order in which they are listed in the Cost of System Components but ECG may accept them in any order or combination.

Section 3.

ECG may consider the qualifications and experience of Subcontractors and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of Work may also be considered by ECG.

Section 4.

ECG may conduct such investigation as deemed necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Contractors, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the satisfaction of ECG within the prescribed time. The Contractor will assist ECG in obtaining information needed by ECG to satisfy the investigation.

Section 5.

ECG reserves the right to reject the Proposal of any Contractor who does not pass any such evaluation to the satisfaction of ECG.

Section 6.

If the ECG Contract is to be awarded, it shall be awarded to the Contractor with the lowest cost whose evaluation by ECG indicated to ECG that the award shall be in the best interest of the Project.

Section 7.

If the ECG Contract is to be awarded, ECG shall give the successful Contractor a Notice of Award within sixty (60) days after the date of the Proposal Date.

Section 8.

Delivery of the Proposal by the Contractor shall constitute an offer and delivery of a Notice of Award shall constitute acceptance effecting a contract between ECG and the Contractor for the Term whereby:

- (a) ECG agrees to notify the Participating Members that the Contractor is recommended by ECG for selection by the Participating Members as their contractors for a three year term for the Services in accordance with all of the terms set forth in this RFP; provided, however, that ECG may recommend any other party and facilitate agreements between any Participating Member and any other party respecting the Services, if such Participating Member has provided written notice to ECG that it refused or otherwise rejects Contractor as its contractor for the Services; and
- (b) Contractor agrees:
 - (i) to negotiate in good faith, execute and deliver an Agreement in accordance with the terms hereof with any Participating Member that notifies ECG or Contractor of its selection of Contractor to perform the Services and desire to enter into such an Agreement, which agreement may be evidenced by execution and delivery of a Notice of Selection With Modifications form by such Participating Member and Contractor in substantially the form attached hereto as Attachment A, and
 - (ii) if a Participating Member desires to select the Contractor to provide Services to it in accordance herewith with no such negotiation, i.e., on the terms set forth herein with no modifications, then such Agreement shall be effective immediately upon delivery of a completed and executed Notice of Selection form by such Participating Member in substantially the form attached hereto as Attachment B.

ARTICLE VIII

NON-COMPETE AND NON-SOLICITATION AGREEMENT

Contractor, its employees, officers, directors and Subcontractors (the "Affected Parties") understands and agrees that the relationship between ECG and each of its Participating Members constitutes a valuable asset of ECG and may not be converted to Affected Parties' own use. Affected Parties hereby agrees that during the Term and for the twelve (12) months following the termination of this Agreement, Affected Parties will not, directly or indirectly, on Affected Parties' own behalf or as a Principal or Representative of any other Person, solicit, divert, take away or attempt to solicit, divert or take away a Participating Member for the

purpose of providing or selling Services to any such Participating Member. Affected Parties hereby agree that during the Term and for the twelve (12) months following the termination of this ECG Contract, Affected Parties will not, directly or indirectly, engage in, sell or otherwise provide Services to Participating Member, except with the written consent of ECG or as permitted by a RFP process through ECG, whether on its own behalf or as a Principal or Representative of any other Person; provided, however, that the provisions of the ECG Contract shall not be deemed to prohibit the ownership by Affected Parties of not more than five percent (5%) of any class of securities of any corporation having a class of securities registered pursuant to the Securities Exchange Act of 1934, as amended. Contractor agrees that this non-compete provision will not adversely affect the livelihood of Contractor or any of its employees, officers, directors or Subcontractors.

No party hereto shall, during the term of this ECG Contract, solicit, persuade or induce any individual who is an employee of the other party (“employing party”) on this date or during the term of this ECG Contract to become an employee of the non-employing party or any affiliate thereof without the employing party’s prior written consent, which consent shall not be unreasonably denied or delayed. The foregoing restriction shall not apply to (i) solicitations for employment made to the general public by any of the parties; or (ii) any Person who is no longer an employee of either party.

“Person” means: any individual or any corporation, partnership, joint venture, limited liability company, association or other entity or enterprise.

“Principal or Representative” means: a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative or consultant.

ARTICLE IX

MOST FAVORED CUSTOMERS

If Contractor offers better pricing to any other local government utility for Similar Services than the pricing offered or provided to Participating Member, Contractor agrees to immediately reduce the pricing paid by such Participating Member for the Services (or such portion thereof) to the prices offered to the local government utility receiving better pricing, effective as of the date that Contractor and such local government utility entered into an agreement for Contractor’s provision of Similar Services. For purposes of this Section, “Similar Services” means that are of a similar type to the Services.

ARTICLE X ALTERNATE AWARDS

It is the intent of this Request for Proposal to select a single Contractor for all locations listed in Division VI. However, notwithstanding this intent, ECG reserves the right to issue alternate awards if deemed in the best interest of Participating Members due to geographical restrictions or otherwise. ECG also reserves the right to issue a backup or secondary award, in which case the Contractor would be notified of work available in locations where the Awarded Contractor is not able to perform for any reason.

ARTICLE XI PROPOSAL EVALUATION CRITERIA

Section 1.

To receive evaluation, a Bid must contain as a minimum the following items:

1. A completed Proposal form valid for all Participating Members;
2. Documentation as required in Division III;
3. Proposal prices supplied for all required alternatives, if any;
4. Other documentation as necessary to clarify assumptions or conditions of the Proposal;
5. Completed Affidavit of Compliance or complete Statement of No Bid.

Section 2.

In evaluating Proposals, it is the intent of ECG to accept alternates only if they are requested by ECG through Addendum to this Specification.

Section 3.

ECG shall consider the qualifications and experience of all Contractors, Subcontractors, and other persons and organizations, including those who are to furnish the principal items of labor, equipment, and service. ECG may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Contractors, proposed Subcontractors and other persons, and organization to do the Work in accordance with the Contract Documents to the satisfaction of ECG within the

prescribed time. Contractor will assist ECG in obtaining information needed by ECG to satisfy the investigation.

Section 4.

Proposal evaluation will be based on the following criteria (not necessarily in the order of importance):

1. Completeness of the Proposal, (i.e. the degree to which it responds to all requirements and requests for information contained herein);
2. Degree to which the Contractor meets the technical specifications;
3. Total cost;
4. Completion schedule;
5. Reliability and service requirements of the completed Work;
6. Maintenance and frequency of inspection required to insure reliable performance of the Work;
7. Demonstration of general understanding of and responsiveness to the needs of ECG.
8. Experience and past performance record of Contractor.

In performing the evaluation, only information contained within the Contractor's Proposal will be considered. Exceptions to Specifications, all of which must be clearly identified, will be evaluated by the same criteria indicated in this Article XII.

ARTICLE XII COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Request for Proposal (RFP) (Division I, one page total);
2. Instructions to Contractor (Division II);
3. General Conditions of the ECG Contract and Agreement (Division III);

5. The Specifications, including Addenda Number _____, which is specified as Division IV;
6. Contractor's Proposal, including all attachments submitted at the time of Proposal and any other information submitted subsequent to Proposal based upon the investigation as to qualifications, etc. (Division V).

ARTICLE XIII RATE ESCALATION

Prices quoted must be firm for a period of one (1) year from the Effective Date. In the event that there are any adjustments that need to be made to such rates beyond this period, both ECG and Contractor shall make any adjustments on an annual basis in writing. Unless otherwise agreed in writing, all such adjustments shall take effect on the first day of the calendar year. No increase in Fees shall take effect except pursuant to the following process:

- Contractor must notify ECG of any proposed increase in Fees on or before November 1st of the calendar year prior to when such increase is proposed to take effect.
- On or before December 1st of such year, ECG shall notify Contractor if it accepts or rejects such proposed increase and, if accepted, such increase shall take effect on January 1st of the next calendar year; provided that failure to provide such notice by such date shall be a rejection unless the parties hereto otherwise agree in writing.

Contractor may not terminate this Agreement due to ECG's failure to agree to a proposed increase in Fees pursuant to any other process. Notwithstanding anything else herein to the contrary, upon a rejection by ECG of a proposed rate increase pursuant to the process set forth in this Section, Contractor may terminate this Agreement effective on the first day of the next succeeding calendar year by providing written notice to ECG within five (5) business days of such rejection.

DIVISION III
GENERAL CONDITIONS

ARTICLE I DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof;

ADDENDA – Written or graphic instruments issued prior to the receipt of Proposals which clarify, correct or change the Proposal Documents or the Contract Documents.

AGREEMENT – The written agreement between Owner and Contractor covering the Work to be performed. Other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

APPLICATION FOR PAYMENT – The form accepted by Owner which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

CHANGE ORDER – A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

CONTRACT DOCUMENTS – The Agreement, contained herein and more specifically identified as ELECTRIC UTILITY RIGHT - OF - WAY CLEARING AND MAINTENANCE SERVICE, Addenda (which pertain to the Contract Documents), Post-Proposal Addenda, Contractor's Proposal (including documentation accompanying the Proposal) when attached as an exhibit to the Agreement, these General Conditions, the Supplementary Conditions, the Specifications, together with all Modifications issued after the execution of the Agreement.

CONTRACT PRICE – The monies payable by Owner to Contractor under the Contract Documents as stated in the Agreement.

CONTRACTOR - The person, firm, or corporation with whom Owner has entered into an Agreement.

CONTRACT TIME – The number of days stated in the Agreement for the completion of the Work.

CONTRACTOR – Any individual, corporation, or firm demonstrating interest and capability to provide the completion of the functions of the Specifications.

DAY – A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

DEFECTIVE – An adjective which when modifying the word Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

ECG CONTRACT – the contract between ECG and Contractor by delivery of the Notice of Award as provided herein.

EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

EFFECTIVE DATE OF NOTICES – The date of delivery or mailing as defined in Division III, Article IX, Section 1.

FIELD ORDER – A written order issued by Owner which orders minor changes in the Work which do not involve a change in the Contract Price or the Contract Time.

GENERAL REQUIREMENTS – Sections of Article II of the Specifications.

MODIFICATION – (a) A written amendment of the Contract Documents signed by both parties, (b) A Change Order, or (c) A Field Order. A modification may only be issued after the effective date of Agreement.

NOTICE OF AWARD – The written notice by Owner to the apparent successful Contractor with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

NOTICE TO PROCEED – A written notice given by Owner to Contractor fixing the date on which the Contract Time will commence to run on and which Contractor shall start to perform his obligations under the Contract Documents.

OWNER – The applicable Participating Member after an Agreement is effective in accordance herewith.

POST-PROPOSAL ADDENDA – A written amendment of the Proposal Documents, submitted after the receipt of Proposals and prior to the signing of the Agreement, containing the results of negotiations between the Contractor and the Owner.

PROJECT – The total labor, equipment and supervision to be provided under the Contract Documents. The Project may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROPOSAL – The offer of the Contractor submitted on the prescribed form setting forth the price for the Work to be performed.

PURCHASER – The Participating Member, prior to the award of the Contract.

RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the Seller who is assigned to the site or any part thereof.

SELLER – Any individual, corporation or firm proposing to supply a service to perform the functions of the Specifications, who has submitted an executed Proposal Form.

SPECIFICATIONS – Those portions of the Contract Documents consisting of written technical descriptions of labor, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any Subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION – The Work (or specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or Specified part) can be utilized for the purposes for which it was intended. The terms “substantially complete” and “substantially completed” as applied to any Work refer to Substantial Completion thereof.

WORK – The entire completed Project or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and incorporating materials and equipment into the Project, all as required by the Contract Documents.

ARTICLE II PRELIMINARY MATTERS

Section 1. Copies of Documents.

ECG shall furnish to Contractor up to ten (10) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of \$50.00 per set.

Section 2. Commencement of Contract Time; Notice to Proceed.

The Contract Time shall commence to run on the thirtieth (30th) day after the effective date of the agreement, or, if Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth (90th) day after the day of the Proposal acceptance or the thirtieth (30th) day after the effective date of the Agreement. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement.

Section 3. Starting the Project

The Contractor shall start to perform the Work on the date when the Contract Time commences to run.

Section 4. Before starting Work.

- (a) Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to Owner any conflict, error or discrepancy which Contractor may discover. However, Contractor shall not be liable to Owner for failure to report any conflict, error or discrepancy in the Specifications unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- (b) Within ten (10) days after the effective date of the Agreement, Contractor shall submit to Owner for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of values of the Work.
- (c) Before any Work is started, Contractor shall deliver to Owner certificates which Contractor is required to purchase and maintain in accordance with the Proposal Contract.

ARTICLE III

CONTRACT DOCUMENTS: INTENT AND REUSE

Section 1. Intent

- (a) The Contract Documents comprise the entire Agreement between Owner and Contractor concerning the Work. They may be altered only by a written Modification signed by both parties.

- (b) The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall report it to Owner in writing at once and before proceeding with the Work affected thereby. However, Contractor shall not be liable to Owner for failure to report any conflict, error or discrepancy in the Specifications unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- (c) It is the intent of the Specifications to describe a complete project to be performed in accordance with the Contract Documents. Any Work that may be reasonably inferred from the Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manual or code in effect at the time of receipt of Proposals except as may be otherwise specifically stated.
- However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of Owner, Contractor or any of their agents or employees from those set for the in the Contract Documents shall be issued by Owner.
- (d) The Contract Documents shall be governed by the laws of the State of Georgia except to the extent required by law.

Section 2. Reuse of Documents

Neither Contractor nor any Subcontractor, manufacturer, supplier or distributor shall have or acquire any title to or ownership rights in any of the Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Owner's consultant and they shall not reuse any of them on extensions of the Project or any

other project without written consent of Owner and specific written verification or adaptation by Owner's consultant.

ARTICLE IV CONTRACTOR'S RESPONSIBILITIES

Section 1. Supervision and Superintendence.

- (a) The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- (b) The Contractor shall keep available at all times during the Project a competent supervisor and one (1) alternate who shall not be replaced without written notice to Owner except under extraordinary circumstances. The Supervisor will be Contractor's representative and shall have authority to act on behalf of the Contractor. All communications given to the Supervisor shall be binding as if given to Contractor.

Section 2. Continuing the Work

The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

ARTICLE V
PARTICIPANT'S RESPONSIBILITIES

Section 1. Communications

The Owner shall issue all communications directly to Contractor.

Section 2. Engineer

The Owner may appoint an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of resident Project Representative.

Section 3. Requests for Changes

In connection with Owner's rights to request changes in the Work in accordance with Article VII of this Division III, Owner (especially in certain instances as provided in Section 4) is obligated to execute Change Orders.

Section 4. Test and Approvals

Owner's responsibility on respect of certain inspections, tests and approvals is set forth in Article VIII of this Division III.

ARTICLE VI
WORK BY OTHERS

Section 1. Owner Supplied Additional Work

The Owner may perform additional Work related to the Project by himself, or have additional Work performed by others, or let other direct Contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the Owner and the other Contractors who are parties to such direct Contracts (or Owner, if Owner is

performing the additional Work with Owner's employees) ample opportunity for the execution of Work, and shall properly connect and coordinate his Work with their Work.

Section 2. Work of Other Contractors

If any part of the Contractor's Work depends upon proper execution or results from the Work of any such other Contractor (or Owner), Contractor shall inspect and promptly report to Owner in writing any patent or apparent defects or deficiencies in such Work that render it unsuitable for such proper execution and results.

The Contractor's failure to so report shall constitute an acceptance of the other Work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in the other Work.

Section 3. Additional Contract Work

If the performance of additional Work by other Contractors or Owner was not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional Work. If Contractor believes that the Performance of such additional Work by Owner or others involves additional expenses to Contractor or requires an extension of the Contract Time, Contractor may make a claim therefore as provided in Articles X and XII of this Division III.

ARTICLE VII CHANGES IN THE WORK

Section 1. Change Orders

Without invalidating the Agreement, Owner may at any time or from time to time, order additions, deletions or revision in the Work. These alterations will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article VIII or Article IX of this Division III on the basis of a claim made by either party.

Section 2. Field Orders

The Owner may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on Owner and also on Contractor who shall perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefore as provided in Article VIII or Article IX of this Division III.

Section 3. Authorization for Change

Additional Work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except as provided in Section 2 of this Article VII.

Section 4. Change Order Execution

The Owner shall execute the appropriate Change Orders prepared by the Engineer covering changes in the Work which are required by Owner, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or because of any other claim of Contractor for a change in the Contract Time or the Contract Price which is approved by Owner.

ARTICLE VIII CHANGE OF CONTRACT PRICE

Section 1. Contract Price

- (a) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

- (b) The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner allows an additional period of time to ascertain accurate cost data.

- (c) The value of any Work covered by a Change Order or of any claim for an increase in the Contract Price shall be determined in one of the following ways:
 - 1) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

 - 2) By mutual acceptance of a lump sum.

Section 2. Adjustment of Unit Prices

- (a) Whenever the cost of any Work is to be determined pursuant to Section 1 (b) and (c) of this Article VIII, Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

- (b) Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated on the Contract Documents, an appropriate Change Order shall be issued on recommendation of Owner to adjust the unit price.

**ARTICLE IX
CHANGE OF CONTRACT TIME**

Section 1. Contract Time

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based in written notice delivered to Owner within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data.

Section 2. Time is of the Essence

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article IX shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

**ARTICLE X
WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS,
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

Contractor warrants and guarantees to ECG and Owner that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place may be rejected, corrected or accepted as provided in this Article X.

**ARTICLE XI
SUSPENSION OF WORK AND TERMINATION**

Section 1. Owner May Suspend Work

The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor

which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an extension of the Contract Time, directly attributable to any suspension if he makes a claim therefore as provided in Articles VII and VIII of this Division III.

Section 2. Owner May Terminate

- (a) Upon the occurrence of one or more of the following events, Owner without incurring legal liability may terminate this Agreement:
- (1) If Contractor is adjudged bankrupt or insolvent;
 - (2) If Contractor makes a general assignment for the benefit of creditors;
 - (3) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
 - (4) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - (5) If Contractor repeatedly fails to make prompt payments to Subcontractors for labor or equipment;
 - (6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - (7) If Contractor disregards the authority of Owner, or;
 - (8) If Contractor otherwise violates in any substantial way any provisions of the Contract Documents.
 - (9) Failure of the Contractor to meet agreed schedule to achieve the total annual clearing.

- (b) Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Owner shall not release Contractor from liability.
- (c) Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

ARTICLE XII

PAYMENTS TO CONTRACTOR AND COMPLETION

Section 1. Final Payment and Acceptance

If, on the basis of Owner's observance of the Work during the project and final inspection, and Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, and Owner is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, Owner shall, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment. Otherwise, Owner will return Application to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall within thirty (30) days after receipt thereof, pay Contractor.

Section 2. Contractor's Continuing Obligation

The Contractors' obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor final payment by Owner, nor any payment by Owner to Contractor under the Contract Documents, nor any use of the Work or any part thereof by Owner, nor any act of

acceptance by Owner nor any failure to do so, nor the issuance of a notice of acceptability by Owner nor any correction of defective Work by Owner shall constitute an acceptance of Work not in Accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

Section 3. Waiver of Claims

The making and acceptance of final payment shall constitute:

- (a) A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Section 1 or from failure to comply with the Contract Documents of the terms of any special guarantees specified therein. However, it shall not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and
- (b) A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

ARTICLE XIII INSURANCE

During the Contractor's performance hereunder, the Contractor shall take out and maintain insurance with the following minimum requirements:

1. Workmen's compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor under the Proposal.
2. Public liability and property damage liability insurance covering all operations under the Proposal: limits for bodily injury or death not less than \$2,000,000 for one person and \$2,000,000 for each accident and \$2,000,000 aggregate for accidents during the policy period.

3. Automobile liability insurance on all self-propelled vehicles used in connection with the Proposal, whether owned, non-owned, or hired; public liability limits of not less than \$2,000,000 for one person and \$2,000,000 for each accident; property damage limit of \$2,000,000 for each accident.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in (2) and (3) of this Article XIII. In any such event, the additional insurance shall be added to the contract price.

Upon request, the Contractor shall furnish to the Owner a certificate in such form to prescribe compliance with the forgoing requirements.

ARTICLE XIV

NON-ASSIGNMENT OF CONTRACT

The Contractor will not assign the Contract effected by acceptance of this Proposal, or any part thereof, or enter unto any contract with any person, firm, or corporation, for the performance of the Contractor's obligations hereunder or any part hereof, without the approval, in writing, of the Owner and the Surety or Sureties on the Contractor's Bond or Bonds, if any; provided, however, the Contractor may Subcontract the whole or any part of the Right-Of-Way Clearing and Maintenance Services to be performed at the clearing site (as distinguished from furnishing and delivering equipment and material). If the Contractor, with the consent of the Owner and the Surety or Sureties on the Contractor's Bond or Bonds, if any, shall enter into any Subcontract with any Subcontractor for the performance of any part of the Right-Of-Way Clearing and Maintenance Services to be performed at the clearing site, the Contractor shall be as fully responsible to the Owner for the acts and omissions of such Subcontractor and of persons employed by such Subcontractor as the Contractor would be for its own acts and omissions and those of persons directly employed by it.

ARTICLE XV
MISCELLANEOUS CONDITIONS

Section 1. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Section 2. Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

Section 3. General

- (a) Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

- (b) The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by Article X and Article XII of this Division III all of the rights and remedies available to Owner hereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special

warranty or guarantee or by other provisions of the Contract Documents, in connection with each particular duty, obligation, right and remedy to which they apply. All representation, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Section 4. Immigration

Contractor hereby acknowledges that its compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, including but not limited to Contractor's current and continued participation in the federal work authorization program known as the "Employment Eligibility Verification (EEV)/Basic Pilot Program" (the "Federal Work Authorization Program"), is a condition of this Agreement. Upon execution of this Agreement, Contractor shall promptly attest to its compliance with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by executing the Contractor's Affidavit attached hereto as Attachment C. The Contractor's Affidavit shall be attached to and become a part of this Agreement. Contractor further acknowledges that all portions of this Agreement pertaining to its compliance with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

- (a) Contractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986 (IRCA), specifically including all of its I-9 employer verification provisions. Contractor warrants that it will continue to properly train its staff regarding the execution and retention of these I-9 employment verification forms. Contractor warrants that it is not now, and has not ever been, subject to an I-9 employer verification audit. Contractor warrants that it has an I-9 and verification policy that it implements throughout the company. Should Contractor ever be made aware of any government audit of its employer verification system, it will notify ECG or any Owner of such an audit.

- (b) Contractor warrants that any Subcontractor who will provide services pursuant to this Agreement shall comply with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02. Contractor shall secure the attestation of such Subcontractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by the Subcontractor's execution of the Subcontractor's Affidavit attached hereto as Attachment D, and any such executed Subcontractor Affidavits shall become a part of the Contractor's agreement with the Subcontractor. Contractor shall maintain records of all such Subcontractor Affidavits for inspection by ECG or any Owner at any time. Contractor shall require all Subcontractors to register and fully participate in the Federal Work Authorization Program to verify work authorization of all new employees and Subcontractors. The failure of a Subcontractor to register and fully participate in the Federal Work Authorization Program will be grounds for immediate termination of this Agreement and any other agreement with Contractor.
- (c) ECG shall or each Owner be entitled, without prior notice, to immediately terminate this Agreement and any other agreement with Contractor if, at any time, Contractor or any Subcontractor employed by Contractor to perform services under this Agreement has failed to register or fully participate in the Federal Work Authorization Verification Program.
- (d) Contractor agrees to indemnify, defend and hold harmless ECG and each Owner for any costs, damages, or expenses, including but not limited to attorneys' fees, related to the employment of unauthorized workers by Contractor or any Subcontractor employed by Contractor to perform services under this Agreement.

Section 5. Indemnification

Contractor and Subcontractors agree to indemnify, defend and hold harmless ECG, the Participating Members and their respective officers, employees and agents against any and all liability, cost, loss, damages, indebtedness, obligation, expense, causes of action, demands, claims or judgments, including, but not limited to, attorney's fees and litigation expenses, arising out of the performance of, or failure to perform, their respective duties in accordance with the ECG Contract and the applicable Agreement or

otherwise related to the ECG Contract or an Agreement. The term "hold harmless" means to hold harmless from, indemnify and defend against, and pay promptly on demand thereof any and all liability, cost, loss, damages, indebtedness, obligation, expense (including, without limitation, attorney's fees and court costs), causes of action, demands, claims or judgments, arising out of or incurred in connection with an identified circumstance, incident, condition, relationship, time period or other matter.

Section 6. Supplemental Form(s)

The following form will be used in the ECG Contract or applicable Agreement for the indicated purposes as necessary.

| | | |
|--|------|----------------|
| CONSTRUCTION CHANGE ORDER | | DATE |
| PROJECT | LINE | SHEET # |
| ORDER # | | REFER TO ITEM# |
| CHANGE | | |
| REASON FOR CHANGE | | |
| CHANGE AUTHORIZED BY: | | |
| <hr/> <p style="text-align: center;">OWNER</p> | | |
| ITEMIZED COST OF ABOVE ORDER | | |
| <hr/> <p style="text-align: right;">CONTRACTOR</p> | | |

DIVISION IV
SPECIFICATIONS

ARTICLE I

SCOPE OF PROJECT

Electric Cities of Georgia (ECG) is a support service to Participating Members in Georgia who have elected to participate in use of common services. One of the defined services is the procurement of a qualified Contractor to complete overhead line right-of-way clearing and maintenance as needed and desired by the Participating Members. To provide consistency among the practices of these Participating Members, and to provide a simplified method of procuring qualified right-of-way clearing and maintenance services, ECG will define the requirements of these services and establish a contract form for use by the Participating Members. As of the date of the Request for Proposals, a total of twenty-two (22) Participating Members in Georgia have become participants in the right-of-way clearing and maintenance program and will require routine annual tree trimming (the "Services"). Please refer to the Participant List and Participating Member Maps for information on all Participating Members. Any contract resulting from this Request for Proposals will be between the supplier of services and the Participating Member.

ARTICLE II

CONTRACTOR REQUIREMENTS

GENERAL

The Contractor will provide to the Participating Member all labor, equipment, supplies, tools, and supervision to accomplish the right-of-way clearing and maintenance for the proposed fee. Each Participating Member will have the total Contractor-Utility relationship, and will provide Work assignments, invoice review and payment directly to the Contractor.

All Work will be completed in a professional and workmanlike manner with a high degree of importance placed on successful contact with the citizens of the city and the landowners. The Contractor personnel will obtain their own permission to trim, with support as needed by Participating Member's personnel.

Each Work site must be left clean and free of debris at the end of each Work day. No limbs that have been cut or broken in the trimming effort may be left hanging at the end of any day. All chips are to be dumped at a location as determined by the Participating Member, unless otherwise directed by the Property Owner.

PROPERTY DAMAGE

The Contractor shall be responsible for all property damage associated with gaining access to the Work by the Contractor, as well as all damage resulting to property or other facilities from the Contractor's Work. All damage claims shall result in contact with the person making the claim by the Contractor within 72 hours. The Contractor's responsibility for damage shall include return to original condition of the site as found, and notification to the Participating Member.

ARBORIST REQUIREMENT

Qualified Contractors shall have a minimum of one certified arborist on staff available to oversee their crew's work as required at the request of the cities.

REQUIREMENTS FOR WORKING IN PROXIMITY OF ENERGIZED LINE

The Contractor shall obey all national, state, and local rules for working in the proximity of energized lines during the conduct of this project. This includes all OSHA, NESC, IEEE, ANSI, ECG, and the individual Participating Member operating requirements.

REPORTING OF WORK SCHEDULED AND COMPLETED

Contractor must report work scheduled with individual Participating Members to the primary contact person(s) at ECG along with a summary of work completed.

Copies of invoices may be sent in lieu of a summary of work completed.

ARTICLE III
ECG REQUIREMENTS

ECG will provide the coordination to the point of contract between the Contractor and the Participating Member by developing a schedule, along with Contractor, of Participating Members desiring the right-of-way Work. This schedule will include:

1. Participating Member's name and address, name of contact, and telephone number;
2. Estimated amount of time required to complete the Work;
3. Initial method of billing to be used.

ARTICLE IV
PARTICIPATING MEMBER REQUIREMENTS

Each Participating Member has expressed an intent to have significant amounts of right-of-way clearing and maintenance Work completed under this arrangement. The Participating Members will be responsible for the following requirements:

1. Accept the start time scheduling call from the Contractor;
2. Make work assignments to the Contractor as needed to assure an even flow of work and compliance with the Participating Member's trimming methods selected (Methods may be changed for each work assignment);
3. Have personnel present at agreed time for defining and starting the Work;
4. Provide access to the assigned clearing and maintenance sites as needed by the Contractor;
5. Provide a location for the Contractor to dump the chips;
6. Monitor the Work and progress by the Contractor;
7. Receive **monthly** billing invoices and make payments to the Contractor;
8. Participating Member may negotiate, on an individual basis, the term of an Emergency Response Plan agreeable to both the Participating Member and the Contractor;

ARTICLE V
ACCEPTANCE AND PAYMENT FOR WORK COMPLETED

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

ARTICLE VI
METHODS OF TRIMMING UNITS TO BE USED

The proposals shall offer billing units and pricing to allow selection of any of the following methods for determination of billing amounts due. One of the methods will be selected by each Participating Member prior to the beginning of any contract work assignment. Each Participating Member may independently select any method as mutually agreed to be applicable for the Work assignment. However, before any project work is initiated, the specific method of billing will be agreed upon between the parties. The Participating Members have varying requirements for the clearance from the power line, generally defined as follows:

- A. Five feet from nearest conductor, ground to sky.

Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally five feet from the power line conductor closest to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

- B. Five feet from all conductors, starting with the lowest electric system conductor and continuing upward to include all overhanging limbs.

Under this specification, all vegetation will be removed to produce five feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of five feet below the lowest power line conductor.

- C. Five feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed.

Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground.

- D. Ten feet from nearest conductor, ground to sky.

Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally ten feet from the power line conductor closest to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

- E. Ten feet from all conductors, starting with the lowest electric system conductor and continuing upward to include all overhanging limbs.

Under this specification, all vegetation will be removed to produce ten feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of ten feet below the lowest power line conductor.

- F. Ten feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed.

Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground, and ten feet measure horizontally from the closest power line conductor.

- G. Fifteen feet from the centerline of the power line, ground to sky.

Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally fifteen feet from the center line of the power line to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

- H. Fifteen feet from the center line measured above and to each side of the line, five feet below with the lowest electric system conductor and continuing upward to include all overhanging limbs.

Under this specification, all vegetation will be removed to produce fifteen feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of five feet below the lowest power line conductor.

- I. Fifteen feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed.

Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground.

The following methods will be available for application as billing units as mutually agreed between the Participating Member and the Contractor:

1. Billing per pound of material removed.

Under this method and pricing, the Contractor must submit weight tickets with each invoice, showing date, time, location, and weight of material removed. The weight units must be from Participating Member's scales at the dump center or other approved and accepted scales;

2. Per hour charges for personnel and all equipment subject to separate hourly charges.

Any item of equipment or classification of person for which an invoice will be issued must be itemized in the hourly charge schedule of the Contact;

3. Per mile of line cleared.

This option must be quoted by the Contractor and accepted by the Participating Member before any project work begins. This price is expected to be quoted as a result of visual inspection by the Contractor.

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DIVISION V

PROPOSAL FORMS

PROPOSAL TO PROVIDE ELECTRIC UTILITY RIGHT-OF-WAY CLEARING AND MAINTENANCE FOR VARIOUS PARTICIPATING MEMBERS OF ECG

I have carefully examined the Invitation to Bid, Instructions to Contractors, General Conditions, Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to provide the service specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached COST OF SYSTEM COMPONENTS sheets.

I certify that I am duly authorized to submit this bid on behalf of the Contractor and that the Contractor is ready, willing and able to perform if awarded the bid.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____ Dated _____

Number _____ Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

STATEMENT OF NO BID

Electric Cities of Georgia

Aggregated Services

Attn: Shannon Compton

1470 Riveredge Pkwy NW

Atlanta, GA 30328

We, the undersigned, have declined to bid on your Invitation to Bid ELECTRIC UTILITY RIGHT-OF-WAY CLEARING AND MAINTENANCE SERVICE- for the following reason(s):

- We do not offer this service
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of the Electric Cities of Georgia Member Solutions.

Company Name: _____

By: _____
(Authorized Representative)

(Type or Print Name of Signer)

Company Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE

ELECTRIC UTILITY RIGHT-OF-WAY CLEARING AND MAINTENANCE SERVICE

_____ We DO NOT take exception to the Specifications.

_____ We TAKE exception to the Specifications as follows:

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

COST OF SYSTEM COMPONENTS

2. Below hourly rate is for spraying of hand cut underbrush, fencerows, treatment of stumps, etc., with appropriate herbicide(s).

| Herbicide Application | |
|------------------------------|------------------|
| Location(s)/Region(s) | Price (per hour) |
| | |
| | |
| | |
| | |
| | |

3. Any other items, services, equipment not included in the above offerings.

| Additional Items | |
|-------------------------|-----------------------|
| Location(s)/Region(s) | Price (indicate Unit) |
| | |
| | |
| | |
| | |
| | |

Attachment A

Participating Member

Notice of Selection Form with Special Provisions

Description of Applicable Service RFP:

Electric Cities of Georgia, Inc. Request for Proposal dated _____ for
_____ Services

Legal Name of Participating Member: _____

Legal Name of Contractor: _____

By executing this form, Participating Member hereby offers to select Contractor to provide it Services for the Term pursuant to the terms set forth in the applicable RFP with the following modification and Contractor, by executing this form accepts such offer:

| Participating Member | Contractor |
|---|---|
| By: Name: Title: | By: Name: Title: |

Attachment B
Participating Member
Notice of Selection Form

Description of Applicable Service RFP:

Electric Cities of Georgia, Inc. Request for Proposal dated _____ for
_____ Services

Legal Name of Participating Member: _____

Legal Name of Contractor: _____

By executing this form, Participating Member hereby selects Contractor to provide it Services for the Term pursuant to the terms set forth in the applicable RFP.

| Participating Member | Contractor |
|---|---|
| By: Name: Title: | By: Name: Title: |

Attachment C

CONTRACTOR'S ELIGIBILITY VERIFICATION AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, stating affirmatively that the individual, firm, or corporation which is contracting with ECG or Participating member has registered with and is participating in the federal work authorization program known as the "Employment Eligibility Verification (EEV)/Basic Pilot Program" (the "Federal Work Authorization Program"), in accordance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02.

The undersigned further agrees that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to the ECG Contract or any Agreement with a Participating Members, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 on the Subcontractor Affidavit provided to contractor. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to ECG at the time the subcontractor is retained to perform such service.

EEV/Basic Pilot Program User Identification Number

(Contractor Name)

(Date)

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Agent or Officer

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____

Notary Public

My Commission Expires

Attachment D

SUBCONTRACTOR’S ELIGIBILITY VERIFICATION AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, stating affirmatively that the individual, firm, or corporation which is contracting with _____ on behalf of ECG or a Participating Member has registered with and is participating in the federal work authorization program known as the “Employment Eligibility Verification (EEV)/Basic Pilot Program” (the “Federal Work Authorization Program”), in accordance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02.

EEV/Basic Pilot Program User Identification Number

(Contractor Name)

(Date)

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Agent or Officer

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____

Notary Public

My Commission Expires

DIVISION VI

LIST OF PARTICIPATING MEMBERS AND MAPS

LIST OF PARTICIPANTS

RIGHT-OF-WAY CLEARING AND MAINTENANCE

| |
|----------------------|
| City of Albany |
| City of Calhoun |
| City of Cartersville |
| City of College Park |
| City of Commerce |
| City of Douglas |
| City of East Point |
| City of Fairburn |
| City of Fitzgerald |
| City of Fort Valley |
| City of Grantville |
| City of Griffin |
| City of LaFayette |
| City of Mansfield |
| City of Monroe |
| City of Norcross |
| City of Quitman |
| City of Sandersville |
| City of Sylvester |
| City of Thomaston |
| City of West Point |