



KAUAI ISLAND ELECTRIC COOPERATIVE

**INVITATION TO BID:
Furnishing Labor, and Equipment for
Electric Line Tree Trimming
4463 Pahee Street, Ste. 1
Lihue, HI, 96766**

Issue Date: September 16, 2024
Due Date: October 8, 2024

201 NE Park Plaza Dr, Suite 293
Vancouver, WA 98684
360.687.3966



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1.0 INVITATION TO BID

Sealed bids for Furnishing Labor, and Equipment for Electric Line Tree Trimming, will be received by BKI Engineering Service on behalf of Kauai Island Electric Cooperative at **201 Park Plaza Drive, Suite 293, Vancouver, WA 98684, until 3:00 p.m., PDT, on October 8, 2024**, at which time all complying bids shall be publicly opened and read out loud at the BKI office. Bids submitted after the deadline date and time will not be accepted.

See Section 2.0 Bidding for bid process information.

Please contact edwardh@bki.cc for additional information or with questions regarding the submission or technical aspects of the contract.

1.1 PROJECT OWNER

Bids are being sought on behalf of:
Kauai Island Utility Cooperative
Lihue, Kauai, Hawaii 96766

1.2 SCOPE OF WORK

With this invitation to bid (ITB), KIUC is seeking responses from multiple contractors in two (2) categories as follows:

1) QUALIFIED LINE CLEARANCE ARBORISTS AND TREE TRIMMER CONTRACTORS

A qualified line-clearance arborist/tree trimmer is an individual who, through related training and on-the-job experience, is familiar with the equipment and hazards in electric utility line clearance and has demonstrated the ability to perform the special techniques involved.

2) NON-QUALIFIED ARBORISTS / TREE TRIMMERS / LANDSCAPING CONTRACTORS

Non-qualified personnel are able to undertake tree cutting and brush removal way from live overhead power lines providing they do not encroach the Minimum Approach Distances (MAD) as outlined in Table 2. Non-qualified arborists are not permitted to operate a mobile plant above overhead conductors or cut any vegetation which is vertically above overhead conductors.

Bidders must identify to which work category their proposal applies on the bid form.



1.3 SUBMITTAL DEADLINES AND PROJECT SCHEDULE

Table 1. Project Schedule

Action	Date
RFP Available Online	September 16, 2024
Questions Due	September 26, 2024
Questions Answered	September 30, 2024
Proposals Due	October 8, 2024- 3:00 p.m. (PDT)
Bid Opening	October 8, 2024
Notice of Award	October 9, 2024
Signed Contract/Notice to Proceed	October 14, 2024

2.0 BIDDING

2.1 OBTAINING OF DOCUMENTS

1. Prospective bidders will need to register with BKI's bid center. Specifications together with all necessary forms and other documents for bidders can be obtained on the BKI Bid Center located at www.bki.cc/bid-center
2. Email Edward Hockaday at BKI with questions regarding the bid process at edwardh@bki.cc

2.2 PROPOSALS

1. The Bid Proposal Form is included as Attachment D, Section 8.0.
2. All blanks on the Bid Proposal form must be completed by typing or printing in ink. In case of discrepancy between written amounts and figures, the written amounts shall govern.
3. Any signature must be by an authorized agent of the Bidder. All names must be typed or printed in ink below the signature.
4. The Bid shall contain an acknowledgment of receipt of all addenda (the numbers of which must be filled in on the Bid Proposal form) and a copy of the addenda attached to the Bid Proposal form.
5. The address, telephone and fax number, and e-mail address (if available) for communications regarding the Bid must be shown.
6. Evidence of authority to conduct business as an out-of-state corporation in the state of Hawaii shall be provided if applicable.

2.3 QUESTIONS

Upon publication of this Invitation to Bid (ITB), all Vendor communications concerning the ITB should be directed to BKI's Bid Coordinator. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received. Any oral communications will be considered unofficial and non-binding on the Owner. Service providers should only rely on written statements issued by the Bid Coordinator. Answers to any received questions will be issued as addendum through BKI's on-line Bid Center <http://bid.bki.cc/bid-center/login/>. The Bid Coordinator for this project is:

Name: Edward Hockaday P.E.
Address: 201 Park Plaza Drive
Suite 293
Vancouver, WA 98684
Email: edwardh@bki.cc
Phone: 731.234.0648

2.4 SUBMITTAL OF BID

Please note: The following general requirements are mandatory for all bids.

1. Bids will be received by Brown & Kysar Engineering Services (BKI), 201 Park Plaza Dr, Suite 293, Vancouver, WA 98684, until 3:00 pm PDT on **October 8, 2024**, (post marks will not be recognized) at which time all complying bids shall be publicly opened and read out loud at the BKI office. Bids submitted after the deadline date and time will not be accepted.
2. Bids shall be submitted by completing the Bid Proposal form contained in the Invitation to Bid, then addressed and mailed, or hand delivered in a sealed envelope plainly marked “ **CONFIDENTIAL SEALED BID: Kauai Island Utility Cooperative-Furnishing Labor and Equipment For Electric Line Clearing and Tree Removal**” along with the name, license number and address of the bidder and the time, date, and place of the bid.
3. Proposals and all supporting instruments must be submitted on the forms furnished by the Owner and must be delivered as stated above.
4. All proposals must include the legal name of the organization, firm, individual, or partnership. Include the address of the principal place of business, phone numbers, emails, and primary contact person.
5. To be evaluated, a proposal must address all requirements and instructions contained within.

2.5 INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Bid Documents or finds discrepancies in or omissions from specifications, he/she may submit to the BKI a written request for an interpretation or correction thereof. To be given consideration, such request must be received at least five (5) days prior to the date fixed for opening Proposals. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by addendum duly issued, and a copy of the addendum will be posted to the online Bid Center. Neither Owner nor the BKI will be responsible for any other explanation or interpretation of the Bid Documents. Failure on the Bidder's part to request clarification on any part of the contract documents shall obligate the Bidder to abide by the Owner's decision as to the intended meaning of any part of the specifications.

2.6 ADDENDA

Any addenda issued during the time of bidding will be in the form of written addenda to the specifications and will be posted to the BKI online Bid Center. All registered Bidders will receive a notification that new documents have been posted for download. All addenda so issued shall become a part of the Contract Documents.

IT SHALL BE THE PROSPECTIVE BIDDER'S RESPONSIBILITY TO ENSURE THAT HE/SHE HAS RECEIVED ALL ADDENDA TO THE BID DOCUMENTS PRIOR TO THE BID OPENING BY SIGNING AND ATTACHING ALL ADDENDA TO THE BID SUBMITTAL.

2.7 OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this ITB, or contract shall be property of KIUC upon submittal and will be subject to staff review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation.

3.0 QUALIFICATIONS

3.1 CONTRACTOR MINIMUM QUALIFICATIONS

In order for the Owner to determine that a bidder or proposer is responsible, the bidder or proposer must demonstrate to the Owner that the bidder or proposer:

1. Must be a **certified line clearance company** in accordance with OSHA 290CFR 1910.269 with a minimum of two consecutive years of experience and two years of C-27b Tree Trimming and Removal Contractor's License, or a C-27 Landscaping Contractor.
2. Possesses a valid state of Hawaii Specialty Contractor's "C-27b" license or "C-27" license for a minimum of two (2) years.
3. Has been actively in business and have performed Utility Line Clearance work within the last three (3) years on projects of similar size (**applies to C-27b contractors**).
4. Certificate of Insurance requirements: Attachment C, Section 7.0
5. Supervisor must be a Certified Arborist
6. Must have a Herbicide Program
7. Must be CPR and First Aid Certified
8. Must have Certified Tree Workers in all classes
9. Must have an Established Safety Program/Job Briefing - Daily, Weekly, Monthly
10. Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities.
11. Has completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of this paragraph, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the bidder's or proposer's control, the bidder or proposer stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. The contracting agency shall document the bidder's or proposer's record of performance if the contracting agency finds under this paragraph that the bidder or proposer is not responsible.
12. Has a satisfactory record of integrity. The contracting agency in evaluating the bidder's or proposer's record of integrity may consider, among other things, whether the bidder or proposer has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the bidder's or proposer's performance of a contract or subcontract. The contracting agency shall document the bidder's or proposer's

record of integrity if the contracting agency finds under this paragraph that the bidder or proposer is not responsible.

13. Is legally qualified to contract with the contracting agency.
14. Complied with the tax laws of the state or a political subdivision of the state.
15. Supplied all necessary information in connection with the inquiry concerning responsibility. If a bidder or proposer fails to promptly supply information concerning responsibility that the contracting agency requests, the contracting agency shall determine the bidder's or proposer's responsibility based on available information or may find that the bidder or proposer is not responsible.

3.2 EQUIPMENT REQUIREMENTS

1. Lift trucks insulated and tested for 69kV
2. Inspections performed yearly on all lift trucks by an outside source
3. Trucks to be equipped with insulated tools, pole chainsaws, and limb loppers

3.3 LINE CLEARANCE PERSONNEL REQUIREMENTS (QUALIFIED WORKERS)

1. Supervisors are to be solely responsible for all supervision of crews, knowledgeable with regard to all aspects of tree work, and effectively communicate with the public and KIUC.
2. Foremen shall hold a valid Line Clearance Certificate and have the ability to safely and effectively use all appropriate equipment and tools and have a sound knowledge and understanding of the Company's specifications covering work assigned.
3. Climbers/Trimmers shall have completed a Line Clearance Certification and Safety Program; have the ability to safely and effectively use all appropriate equipment and tools; the ability to safely remove trees, limbs, and branches that grow near or overhang electric conductors under normal conditions.
4. Laborers shall have completed a Line Clearance Certification and Safety Program; and have the ability to safely and effectively use all appropriate equipment and tools.

3.4 CREW AND EQUIPMENT SUMMARY

1. Contractor to provide **four (4) full tree trimming crews** for five (5) full consecutive years commencing Jan. 1, 2025. Each full crew shall consist of:
 - a) One (1) 50' or longer lift truck
 - b) One (1) chipper
 - c) One (1) pickup truck
 - d) One (1) Foreman
 - e) Two (2) Trimmers or one (1) Trimmer and one (1) Apprentice Trimmer
2. **NOTE:** One of the lift trucks must be permitted to travel over bridges located in Wainiha (Oversize - Overweight State of Hawaii DOT Permit)



3.5 NONCOLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this contract.

3.6 REFERENCES

References must be submitted providing the names and dates of companies where similar work has been performed.

4.0 CONTRACT

4.1 CONTRACT REQUIREMENTS AND FEES

If your proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

- Compliance with Law/State of Hawaii Business License
 - The Contractor shall comply with all applicable State, Federal and Owner laws, ordinances, regulations, and codes.
- Insurance
 - The Contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them. Contractor's insurance should be consistent with the requirements found in the sample agreement shown as "Attachment B".

4.2 TERMS AND CONDITIONS

- A. KIUC reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. Proposers responding to this ITB must follow the procedures and requirements stated in the ITB document. Adherence to the procedures and requirements of this ITB will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this ITB may result in rejection of your proposal.
- C. KIUC reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. KIUC reserves the right to award any contract to the next most qualified agency if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to KIUC the services described in the Kauai Island Utility Cooperative 2024 Furnishing Labor, and Equipment for Electric Line Tree Trimming - Invitation to Bid specifications, or until one or more of the proposals have been approved by KIUC, whichever occurs first.

- F. The contract resulting from acceptance of a proposal by KIUC shall be in a form supplied or approved by KIUC and shall reflect the specifications in this ITB. A copy of KIUC's standard Professional Services Agreement is available for review (see Attachment B). KIUC reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this ITB and which is not approved by KIUC.
- G. KIUC shall not be responsible for any costs incurred by the agency in preparing, submitting, or presenting its response to the ITB.
- H. Any material submitted by the proposer shall become the property of KIUC. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The firm and all applicable personnel must be legally qualified in the State of Hawaii (i.e. be appropriately licensed or certified) to practice the work proposed to be performed.
- J. KIUC reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project. KIUC reserves the right to modify the scope of work and award portions of this ITB to the selected vendor. KIUC reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

4.3 UNIT PRICES

In the event of a conflict or error in the extension from unit price to total amount, the unit prices shall prevail and shall be considered the correct bid figures. Bidders are cautioned to thoroughly review their bid figures for errors prior to submitting their bids

4.4 INCREASE AND/OR REDUCTION OF ESTIMATED QUANTITIES

The contractor's attention is directed to the fact that the quantities indicated in this contract are approximate and may be increased or decreased by KIUC. Should there be an increase or a reduction in these quantities, these changes will in no way alter the unit prices bid by or paid to the contractor.

KIUC shall have the right to delete any portion of the work included in this contract. Regardless of any changes, deletions or additions authorized by KIUC, all work done under this contract shall be based on the unit prices stipulated by the contractor in his proposal.

4.5 BASIS OF PAYMENT

Payment for tree trimming shall be paid in accordance with the unit prices stipulated in the proposal. If work requires equipment or personnel not listed in the proposal, the unit



price for said equipment and labor shall be as negotiated by the Owner and the contractor prior to beginning work.

A representative of KIUC will verify the number of hours worked by the contractor on a day-to-day basis. The contractor shall submit weekly time sheets to KIUC specifying work completed and a detailed breakdown of the cost based on the equipment and personnel used to perform the work. No payment shall be made until the work is accepted by the Right-of-Way Coordinator.

5.0 ATTACHMENT A - SCOPE OF WORK

5.1 SCOPE

The scope of work covers the trimming of trees around energized electric lines. The contractor shall provide all labor and equipment necessary to complete the work specified. All work shall comply with all KIUC standards and requirements.

5.2 FURNISHING OF SERVICES

The amount of work to be done under this contract shall be authorized by KIUC on an as-needed basis. The actual scheduling of work shall be mutually determined by KIUC and the contractor.

The commencement of this contract shall be considered an important factor in the evaluation of bids and may influence the award of the contract. The attention of bidders is therefore directed to that section of the proposal form in which they have been asked to indicate the earliest date that they can commence work, if awarded the contract.

5.3 DESCRIPTION OF WORK

- A. The work consists of providing adequate clearance of tree limbs around 12.47KV to 57.1kV electric lines and secondary distribution lines.
- B. It will be required at times for the contractor to work in close proximity to live 12.47kV to 57.1kV lines using appropriate safety equipment.
- C. The contractor shall furnish all the equipment and labor for the satisfactory and safe operation when trimming around energized distribution lines.
- D. The work shall be performed at various locations throughout KIUC's service territory in Kauai County, HI.
- E. The Contractor will remove Hazard Trees that have been identified, geolocated and marked by KIUC's forester or as directed by the Right-of-way Coordinator. This may include hazard trees on private property outside the right-of-way.

5.4 TECHNICAL REQUIREMENTS

- F. During the removal of tree growth it will be necessary to maintain service on primary lines. The contractor will be required to supply all protective equipment for this work.
- G. All branches shall be carefully pruned away from power lines. All cuts shall be made as close to the trunk or parent limb as possible without removing the collar branch. Large branches shall be precut to prevent splitting or peeling of bark and all tools disinfected after working on diseased trees.
- H. Topping and tipping of trees shall be avoided wherever possible. If drop crotch pruning is necessary, all cuts are to be made at laterals and the tree should maintain its natural shape.
- I. The overall size of the tree shall not be reduced by more than one third of the total canopy area in a single operation.
- J. All pruning practices will follow modern guidelines and standards unless a landowner makes a written or oral request otherwise. Tree pruning should promote tree growth away from electrical conductors, provide longer periods of clearance, and reduce future work.
- K. The Standards published by the American National Standards Institute (ANSI) ANSI A300-1995 for “Tree, Shrub and Other Woody Plant Maintenance”, and ANSI Z133.1-2006 “Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush - Safety Requirements” will be adhered to contractors. Aesthetics and professionalism should be a consideration on all projects. Contractors are expected to produce a neat, aesthetically pleasing, professional job.
- L. A minimum clearance of 10’ shall be maintained around power lines for voltages of 2.4kV to 24.7kV, and clearance of 25’-50’ for voltages of 57.1kV and above (see 5.6 Vegetation Clearance diagrams additional specifications). For voltages less than 2.4kV, the clearance shall be determined by the Right-of-way Coordinator.
- M. The contractor shall be responsible for notifying affected property owners before tree trimming commences.
- N. Slash may be chipped and blown on the right of way if so specified or allowed. If chipping is not possible due to terrain or other circumstances, the slash will be lopped and scattered on the outer limits of right-of-way so that access to the right-of-way will not be inhibited.
- O. Herbicide application are approved by KIUC for Albizia trees only. Herbicide applications for will be performed according to federal, state, and local regulations. Herbicide products will be used consistent with their labeling and will be pursued as a vegetation management tool where possible. All herbicide applications whether by KIUC employee or contractors will be reported to the KIUC Right-of-Way Coordinator using the company’s (Contractor) herbicide report.

5.5 SAFETY

Federal and State OSHA requirements that apply to vegetation management activities should be followed always. Refer to ANSI Z133.1-2006 and Federal OSHA 1910.269. Tree workers, equipment operators, and ground personnel shall use personal protective equipment such as hard hats, safety glasses, ear plugs, and chain saw leg protection provided by the contractor. Activities shall be conducted in a manner that protects crew and public safety. Crews shall always have radio or telephone service and communication on the job site.

Arborists **not qualified** by training and experience to work within 10 feet (3.05 m) of electrical conductors shall maintain at all times the minimum approach distances (MAD) shown in Table 2, measured radially. Contractor managers shall provide ANSI Z-133 minimum approach distance tables to their employees.

Table 2. Minimum Approach Distance for Non-qualified Workers

MAD to energized conductors for arborists not qualified by training and experience to work within 10 feet (3.05 m) of electrical conductors. OSHA (1910.269)	
Nominal voltage in kilovolts (kV) phase to phase*	Approach distance with elevation factor, sea level to 5,000 ft
50.0 and less	10'
50.1 to 72.5	11'
72.6 to 121.0	12'8"

Table 3. Minimum Approach Distance for Qualified Workers

MAD to energized conductors for qualified line-clearance arborists and qualified line-clearance arborist trainees.	
Nominal voltage in kilovolts (kV) phase to phase	Approach distance with elevation factor, sea level to 5,000 ft AMSL *
0.05 to 0.3	Avoid contact
0.301 to 0.750	1'2"
0.751 to 15.0	2'3"
46.1 to 72.5	4'

5.6 VEGETATION CLEARANCE

Figure 1. Vegetation Clearance for Distribution

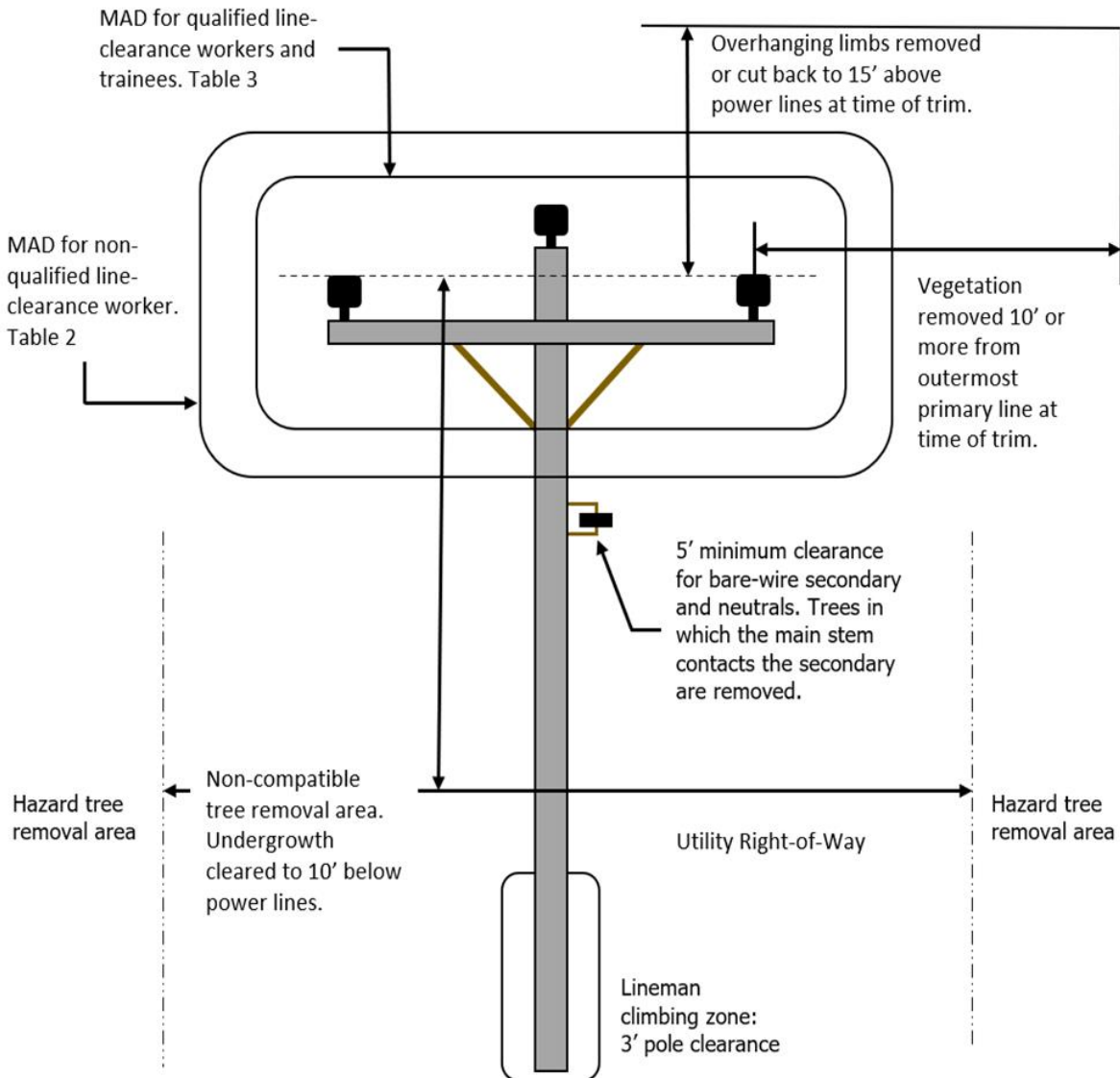


Figure 2. Vegetation Clearance for Transmission with Underbuild

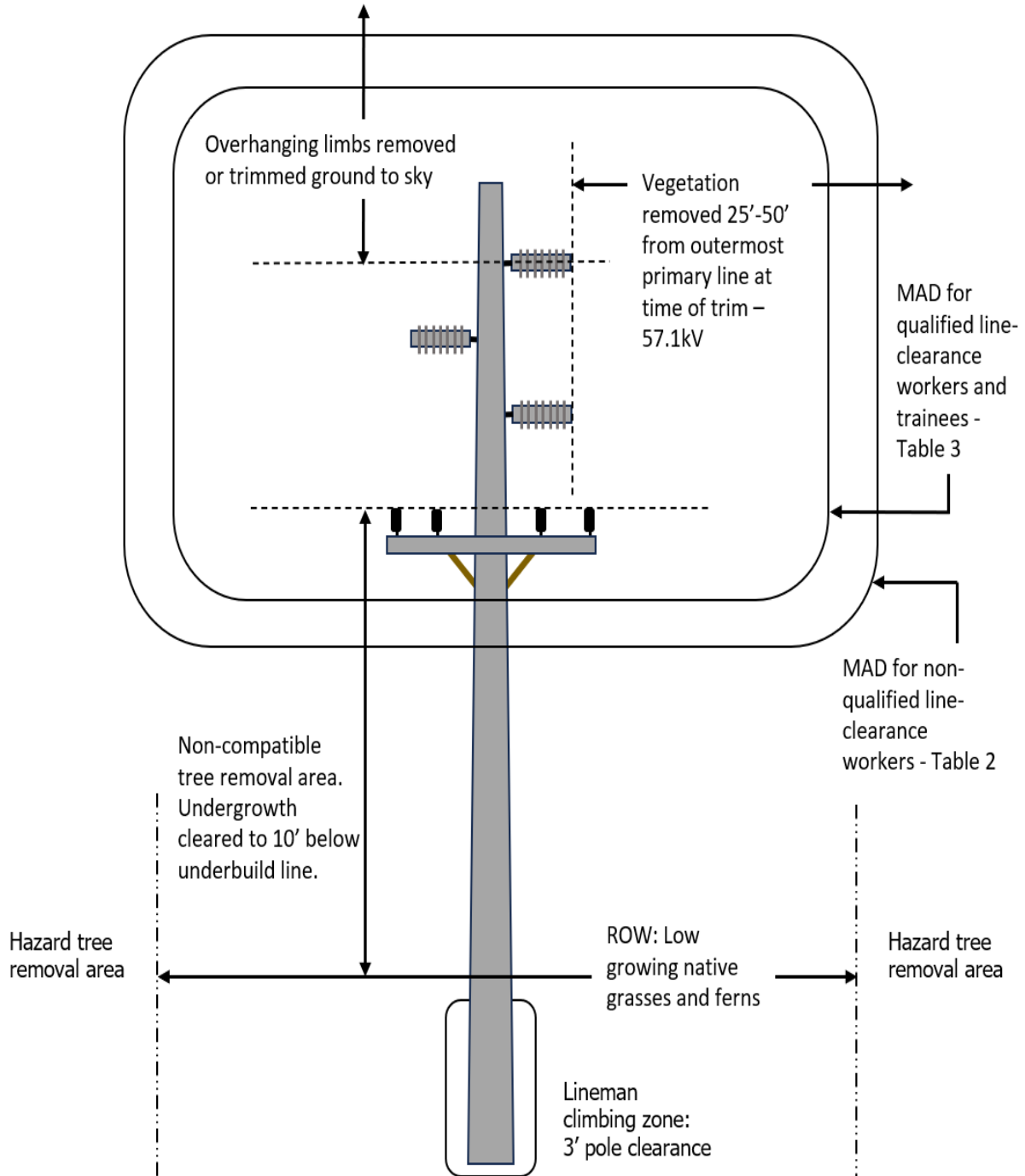


Figure 3. Vegetation Clearance for Vertical Transmission

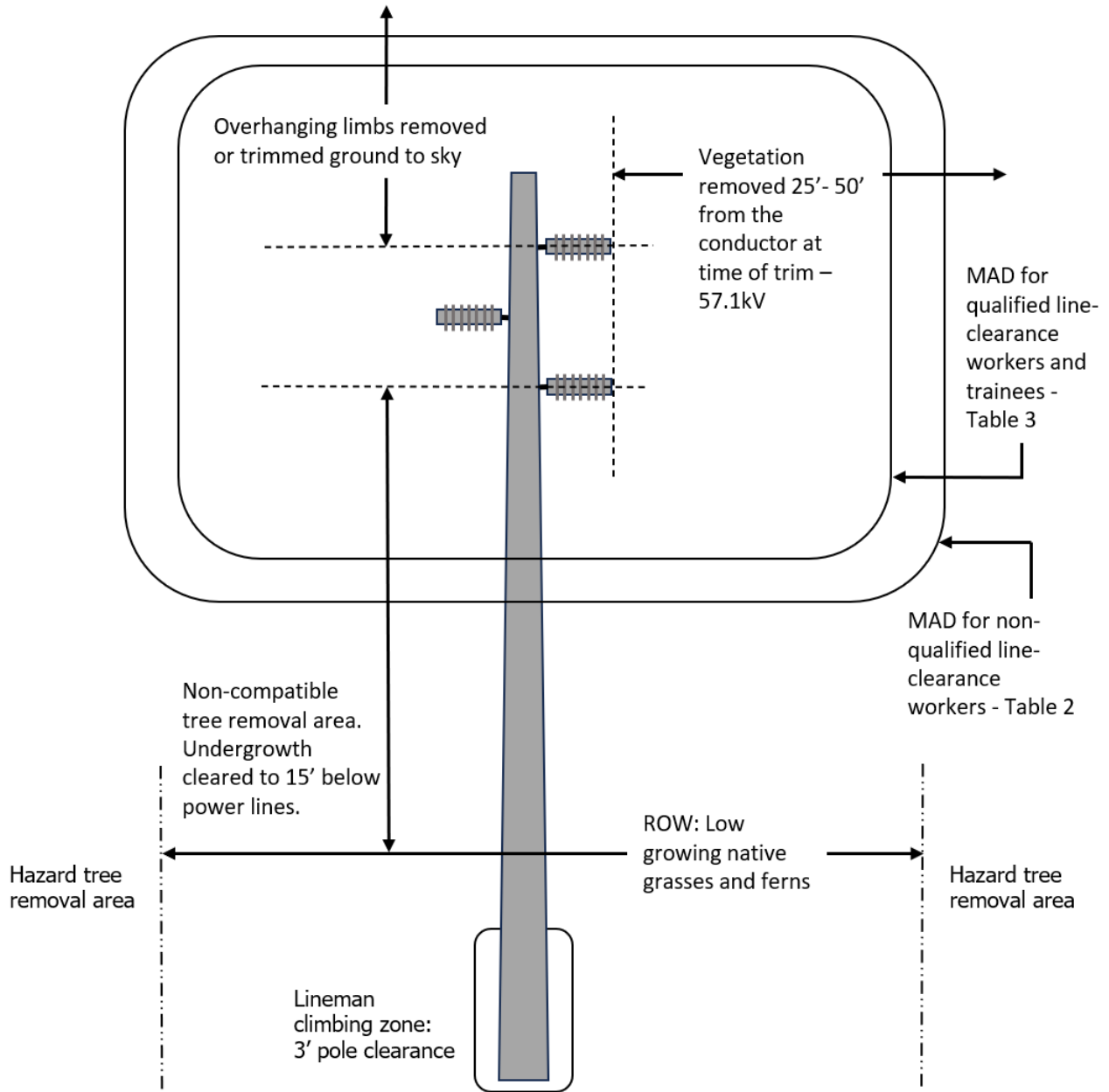
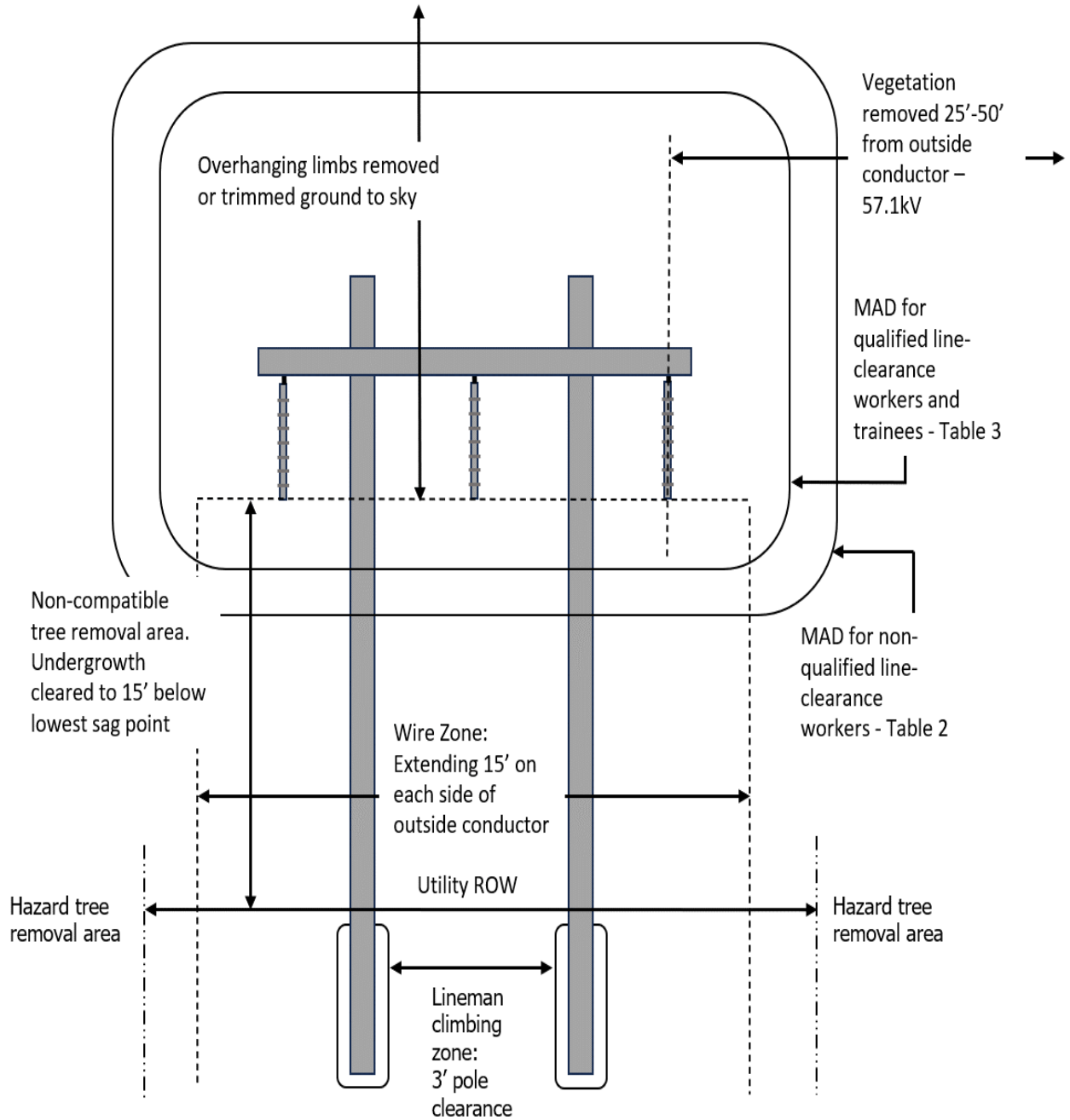


Figure 4. Vegetation Clearance for H-Frame Transmission



6.0 ATTACHMENT B - PROFESSIONAL SERVICE AGREEMENT

6.1 VEGETATION MANAGEMENT AGREEMENT

Vegetation Management Agreement

THIS AGREEMENT, made this _____ day of _____ 2024, between **Kauai Island Utility Cooperative**, hereinafter referred to as the “**Cooperative**” and _____, hereinafter referred to as the “**Contractor**”,

WITNESSETH, that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and the payment hereinafter to be made, it is mutually agreed as follows:

1. Contractor agrees to maintain right-of-way in accordance with this agreement.
2. The Cooperative agrees to pay Contractor upon satisfactory completion of the work assigned.
 - a) The Cooperative shall determine satisfactory completion.
 - b) Contractor shall furnish to the Cooperative a weekly report showing number of man-hours and location of work for the previous week.
 - c) Billing will be on a time and materials basis.
 - d) Equipment costs will be adjusted quarterly, based on fuel prices at that quarter’s end. Contractor will submit schedule of cost per each of equipment related to price per gallon.
 - e) The Cooperative will require the Contractor to show proof that equipment such as lift trucks, chippers, chip trucks and pick-ups used for right-of-way maintenance are in good running order and appearance. Said equipment shall comply with all rules and regulations governing such equipment.
3. Contractor agrees to furnish all supervision, labor, tools, materials, transportation, and equipment necessary to cut, trim and /or remove trees interfering with the Cooperative’s lines, to cut and /or chemically treat brush, stumps, and undergrowth on the Cooperative’s rights-of-way and to dispose of the debris resulting from such work.
4. Contractor agrees to secure all permits and licenses necessary for the prosecution of the work to be performed and to pay all charges and fees required for such

permits and licenses. Easements of a permanent nature shall be obtained and paid for by the Cooperative.

- a) Contractor agrees to obtain consent or permission for the necessary work from the property owner or public authorities having ownership or control over each tree to be trimmed or removed and/or all property to be cleared or sprayed. Permissions for tree removals shall be obtained in writing, if needed. Whenever permission to do any work cannot be obtained, such work shall not be done until written notice has been left, in the form of a door hanger. Lack of permissions shall be reported to the Cooperative immediately.
5. Contractor agrees to perform all work to the complete satisfaction of the Cooperative and in accordance with all federal, municipal, county, state or other local laws, ordinances, and regulations applicable to said work. Without limiting the foregoing, all work shall be performed in accordance with the following . All work shall be done in accordance with the current ANSI institute standards , ANSI Z133.1. All arboricultural work will be done in accordance with ANSI A300, pruning standards.

Brush shall be disposed of as agreed with landowner, or chipped.

Where the right-of-way work traverses cultivated lands, the Contractor shall limit the movement of its crews and any equipment so as to avoid damage to crops, orchards, or property and shall endeavor to avoid marring the lands. All fences, which are necessarily opened or moved during the work on the job, shall be replaced in as good condition as they were found, and precautions shall be taken to prevent the escape of livestock. Contractor shall be responsible for all loss or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss or damage to livestock caused by work on the job.

6. Without limiting the generality of the foregoing, Contractor agrees that crew size and qualification of all crew members will comply at all times with the Hawaii Occupational Safety and Health Division (HIOSH) Title 12, Part 2, Chapter 60, General Occupational Safety and Health (OSHA) Rules, 29 CFR 1910, relating to electrical transmission and distribution facilities, tree-trimming division, and also Division 6 (Forest Activities). relating to timber cutting, power saw usage, climbing equipment and any amendments thereto.
7. **Special conditions relating to chemical application:**
Contractor agrees and understands that satisfactory performance of the work expected under this contract may require chemical application. Without limiting the generality of any other clause in this agreement, Contractor agrees and

covenants that it is, and will remain, properly qualified and licensed to apply chemicals for purposes of this agreement.

8. It is understood by and between the parties that the electric circuits of the Cooperative are to continue in normal operation during this work, and the Contractor is to take all required precautions, provide the proper training, and provide and use all protection equipment necessary for the protection of Contractor's employees or agents. Without limiting the foregoing, Contractor has read, understands, and agrees to the safety standards agreement attached hereto and incorporated by this reference.
9. **Contract Term:**
Should Contractor violate any of the provisions of the agreement and/or fail to perform right-of-way maintenance to the Cooperative's expectation, both as to the amount cleared and appearance of the area cleared, to be determined in the Cooperative's sole discretion, the Cooperative may terminate this agreement upon 24 hours written notice to the Contractor. Otherwise either party may terminate this contract by 14 days written notice. Contractor's indemnification and hold harmless obligations shall survive any contract termination. Cooperative shall pay Contractor for all satisfactory work done up to termination date. Term of contract will be for five (5) years, if not amended.
10. Contractor agrees that its personnel and equipment shall at all times present a neat appearance. All work shall be done, and all complaints handled by Contractor with due regard for the Cooperative's public relations.
11. Contractor agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention and that all efforts shall be made to effect a prompt adjustment. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to the Cooperative immediately. It is understood the Contractor does not represent the Cooperative and has no authority to obligate the Cooperative for any payment or benefit of any kind to any person.
12. Contractor agrees to keep the necessary guards and protective devices at locations where work is being performed to prevent accidents to the public or damage to the property of the Cooperative or the public.
13. Contractor shall take all reasonable and practicable action to prevent and suppress fires resulting from Contractor's operations and to suppress any forest fire. Contractor agrees to use extreme caution with fire in any form including

smoking and internal combustion engines, and to be bound by all applicable government regulations pertaining to fire.

14. Contractor will obtain all permits required by the Division of Forestry and Wildlife.
15. Contractor warrants and represents that it is experienced and knowledgeable regarding maintaining rights-of-way around and in proximity to energized lines and that a material consideration in Cooperative's decision to hire Contractor was Contractor's knowledge and experience. Contractor agrees to secure from the Cooperative information as to the nature of the circuits involved in all cases before work is commenced.

It is understood by and between the parties that the electric circuits of the Cooperative are to continue in normal operation during this work, and that Contractor is to take all required precautions, provide the proper training, and provide and use all protective equipment necessary for protection of Contractor's employees.

16. Contractor agrees to indemnify, hold harmless and defend the Cooperative from and against any and all liability for loss, damage, penalty, or expense which the Cooperative may suffer or for which the Cooperative may be held liable by reason of any injury (including death) or damage to any person or property arising out of negligence, omission, conduct or trespass on the part of Contractor, or any of its representatives or employees, in the execution of the work to be performed hereunder. Without limiting the generality of the foregoing, Contractor's indemnification-hold harmless obligation to the Cooperative shall also apply where any claim of any nature is made against the Cooperative by any government agency based on or arising from the Contractor's failure to comply with any applicable law, ordinance, rule, or regulation, or based on strict liability arising from Contractor's activities.
17. Contractor agrees to provide Workers' Compensation Insurance as statutorily required, Property Damage and Public Liability Insurance, including coverage for chemical spraying and pollution, in terms and amounts satisfactory to the Cooperative and in no event less than provided for in subparagraph (a) and (b) hereof, naming the Cooperative as an additional insured before work begins.

Certificates relating to workers' compensation, property damage and public liability insurance showing the Contractor has properly protected itself and the Cooperative shall be provided prior to commencement of work.

- a) Public liability and property damage liability covering all operations under the contract: limit of \$1,000,000 per occurrence. Fire suppression coverage for liability, including strict liability, imposed by state or federal statutes, common law, or otherwise must be included and shown on certificate.
 - b) Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$1,000,000 per occurrence.
 - c) Before any labor under this contract commences, Contractor shall provide proof to the Cooperative that Contractor has procured and provided full Workers' Compensation Insurance coverage for all individuals who are to perform labor under the contract.
 - d) The certificates evidencing the insurance required above in paragraphs (a) and (c) {with the Cooperative named as an additional insured} must bear endorsements requiring not less than 30 days' advance written notice to the Cooperative prior to any change or cancellation of the policies.
18. The Cooperative shall not reimburse Contractor for fees paid to tree wardens or other local inspectors unless prior written approval for the payment of such fees has been obtained by Contractor from the Cooperative.
19. This agreement shall be binding on the parties hereto and their successors and assigns. Contractor shall not assign any of its rights or duties under this agreement, or subcontract the whole or any part of the work to be performed hereunder, without first having obtained the written consent of the Cooperative for such assignment or subcontract.
20. Contractor shall determine how it shall accomplish compliance hereunder; Contractor is an independent Contractor for all purposes. This agreement is not intended to constitute an agreement of hiring under the provisions of any Workers' Compensation or unemployment compensation law, any old-age benefit law, or any similar law, and it shall not be so construed. Contractor agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by federal and/or state covenant, which are measured by compensation paid to Contractor's employees.

During the performance of the contract, Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employees, 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, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- 21. In the event litigation is required to enforce any of the provisions of this agreement. In addition to any judgment for breach or other damages, the prevailing party shall also be entitled to an award against the other party for the prevailing party's reasonable attorney fees in any trial and appellate court.
- 22. Nothing in this agreement shall create any partnership or joint venture between the parties.
- 23. This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and/or understandings. This agreement may only be amended by written amendment mutually agreed to by the parties. Any waiver of any provision of this agreement shall not be construed as a subsequent or future waiver of any nature. Should any provision of this agreement be determined to be unenforceable or void, that provision shall be deleted, and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

Contractor:

Kauai Island Utility Cooperative:

By: _____

By: _____

Date: _____

Date: _____

6.2 EXHIBIT A: EQUAL OPPORTUNITY CONTRACT PROVISIONS

EXHIBIT A

During the performance of this contract, the contractor agrees as follows:

- (a) The 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 recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) 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.
- (c) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) 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.
- (e) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his 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.

- (f) In the event of the contractor's noncompliance with the non-discrimination clauses 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 said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The contractor shall include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, dated September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



6.3 SAFETY STANDARDS AGREEMENT

Safety Standards Agreement

All vegetation management Contractors will use only personnel that are qualified in their appropriate field of employment and trained in the hazards involved with working in close proximity to energized conductors. This is to include all State and Federal regulation that governs the Electric Utility Industry in the specified field of Tree Trimming.

Contractor shall do everything within their ability to protect the general public, preserve property, and guard human life from injury while working for Kauai Island Utility Cooperative (KIUC).

Contractor objective should be to instill in its employees an awareness of the importance of safe work practices when in close proximity to energized conductors, and in the day to day operation of KIUC’s system, and to establish the desire in all its employees the necessity to work safely, to include tree trimmers, brush cutters, chipper operators, brush draggers, flaggers, brush machine operators, herbicide applicators or any other personnel used to maintain the rights-of-way used by KIUC.

If contractor is unable to meet a level of competency acceptable in any area of safety or operating rules governing tree trimming operations said contractor will be removed from the operation and will not be allowed to work on KIUC property until proof of competence in said area can be achieved.

In the case of emergency situations Contractor shall have adequate communication devices for each crew to allow for help to be summoned.

The Contactor shall provide KIUC a comprehensive set of operating and safety procedures that are currently in use and said procedures shall address all aspects of contactor operations. The intent of this standard is to promote safety in all aspects of the tree trimming trade and to maintain a consistent level of proficiency in the contract employees that work around KIUC electric plant.

Kauai Island Utility Cooperative

Contractor

By: _____

By: _____

Title: _____

Title: _____

Date _____

Date: _____



6.4 KIUC GENERAL SERVICES MASTER AGREEMENT

A GENERAL SERVICES MASTER AGREEMENT

BETWEEN

KAUAI ISLAND UTILITY COOPERATIVE

And

XXX

This General Services Master Agreement (“Agreement”) is between KAUAI ISLAND UTILITY COOPERATIVE, (the "Company"), a cooperative association formed pursuant to the provision of Chapter 421C of the Hawaii Revised Statutes, with a place of business at 4463 Pahee Street, Ste 1, Lihue, Kauai, Hawaii 96766, and **XXX**, (the “Contractor”), a limited liability corporation.

RECITALS

Company generates, transmits and distributes electrical power in the state of Hawaii, Island of Kauai, to provide safe, reliable energy to its customers. Company must obtain construction or maintenance services from time to time.

Contractor performs enterprise class information technology services. Primarily focused on time sensitive and mission critical infrastructures for the Company under the terms of this Agreement.

SECTION ONE: APPLICATION OF THE MASTER AGREEMENT

This Master Agreement sets forth the requirements, conditions and procedures for all work authorized by Company during the term of this Master Agreement, including any work not completed when the Master Agreement terminates.

SECTION TWO: SCOPE OF WORK

2.1 PROJECT DESCRIPTION

Contractor will provide enterprise level information technology services for Company under this Agreement according to instructions contained in Work Orders

issued by Company from time to time. Contractor will furnish all labor, tools, materials, equipment, transportation, and supervision necessary to complete the work.

2.2 CONTRACTOR'S REPRESENTATIONS

Contractor affirmatively represents that Contractor is equipped and has the expertise necessary to perform the specific work required under this Agreement and that the unit rates and rates for labor, non-labor expenses, and materials proposed by Contractor in Attachment D to this Agreement are sufficient for Contractor to perform the work under this Agreement.

SECTION THREE: TERM OF AGREEMENT

3.1 EFFECTIVE DATE

This Master Agreement is effective **XXX**.

ALTERNATIVES:

3.2 INITIAL AND RENEWAL TERMS

This Master Agreement is for an initial term of one (1) years. This Master Agreement will automatically renew after the initial one (1) year term for an additional one-year term on each anniversary date unless either party gives written notice 15 days before the anniversary date that it wishes to terminate the contract.

3.3 RATES

3.3A INITIAL TERM

During the initial term of this Master Agreement, Contractor will perform specific work at the unit price rates and rates for specific labor, non-labor expenses and materials set forth in Contractor's Rate Proposal, Attachment D to this Agreement.

3.3B RENEWAL TERM RATE REVISIONS

For any renewal term of this Master Agreement, Contractor and Company may agree to revise the Attachment D rates. If Contractor desires to revise the Attachment D rates, Contractor must submit any proposed rate revisions to Company 90 days before the anniversary date of this Master Agreement.

SECTION 4: SPECIFIC WORK ORDERS

4.1 REQUEST FOR QUOTE

If Company requires Contractor to perform specific work under this Master Agreement, Company will issue a Request for Quote in the form provided as Attachment D. In the Request for Quote, Company will describe the specific work that Company desires Contractor to perform.

4.2 CONTRACTOR'S PROPOSAL

In response to Company's Request for Quote, Contractor will submit Contractor's Proposal in the form provided as Attachment D. Contractor's Proposal will identify the total cost for performing the specific work. Contractor's Proposal must include but is not limited to the following information:

4.3 CONTRACTOR'S REPRESENTATIONS

Contractor's Proposal constitutes Contractor's affirmative representation that:

- Contractor is equipped and has the expertise necessary to perform the specific work described in Company's Request for Quote; and
- Contractor's quote for units of work or for labor, non-labor expenses, materials, and contingency is sufficient for Contractor to perform the specific work described in Company's Request for Quote.

4.4 WORK ORDER

If Company accepts Contractor's Proposal and wants Contractor to perform the work, Company will issue a Work Order on the form provided at Exhibit B-3. The Work Order will be identified by number and reference to this Master Agreement. Each Work Order constitutes a specific contract between Company and Contractor, and incorporates (unless specifically excluded) the terms of this Master Agreement, the Request for Quote, and Contractor's Proposal. If any term of the Work Order conflicts with this Master Agreement, the Work Order will govern that specific issue.

4.5 SCHEDULE OF WORK

Each Work Order will identify the anticipated start and completion dates for the work. Contractor may not perform work under a Work Order until Contractor provides proof of all bond or insurance coverages required under this Agreement.

SECTION FIVE: COMPENSATION

5.1 GENERAL

Company will compensate Contractor only for actual units of work performed, and for labor and non-labor expenses incurred and materials used under a Work Order. Company will pay Contractor according to the unit price schedule and rates for specific labor and non-labor expenses set forth in Exhibit C.

5.2 INVOICING

5.2A FORM

Contractor must submit a monthly invoice for work performed during the previous month. Contractor's invoice must be in a form approved by Company and must be addressed as follows:

Kauai Island Utility Cooperative
4463 Pahee St Ste 1
Lihue, HI 96766
Attention: Accounting Department
Email: accountspayable@kiuc.coop

Each invoice must reference:

- the Company's Authorized Representative;
- the Master Agreement Number, if applicable
- the Work Order Number, if applicable; and
- any additional information required in the Work Order.

5.2B CONTENT

Each invoice must itemize the work performed and must show the quantity of work performed by units or hours, the rate for each unit or hour of work, the total cost of work performed at each unit or hourly rate, and the total cost of all work.

5.3 PAYMENTS

Company will pay the Contractor within thirty days of each invoice date, providing Company accepts the work and Company is satisfied by bond, release of lien, or otherwise that there are no outstanding claims or liens arising out of work.

5.4 WITHHOLDING OF PAYMENTS

Company may adjust all payments, including the final payment, during or after termination of the work on the basis of any final accounting made by Company. Company may withhold from any payment, including the final payment, the following:

- any amount incorrectly invoiced;

- any amount in dispute either because Company has found the invoice excessive, or the work performed unacceptable; or
- an amount sufficient to completely protect Company from any loss, damage or expense arising out of assertions by other parties of any claim or lien against Company because of Contractor's performance under a Work Order.

SECTION SIX: STATUS OF THE PARTIES

6.1 INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Contractor does not have authority to act, and will not act, as Company's agent or servant for any purpose. Contractor's employees are not employees, agents or servants of Company and will not act as Company's employees, agents or servants for any purpose. Contractor's employees will work solely under Contractor's direction and supervision. Company will have absolutely no supervisory authority over Contractor's employees. Contractor is solely responsible for all materials and work of any of its suppliers or subcontractors.

6.2 SUBLETTING OR ASSIGNING CONTRACT

6.2A GENERAL

Contractor may not assign or subcontract any other work under this Agreement, in whole or in part, without Company's prior written consent, granted by Company's Authorized Representative. Any subcontract or assignment must incorporate and attach this Agreement and any amendments to this Agreement. Any assignee or subcontractor of Contractor must comply with this Agreement and any amendments to this Agreement. Any subcontract must expressly provide that the subcontract does not create a contractual relationship between Company and subcontractor. Any exceptions to the requirements of this Agreement must be approved in writing by Company's Authorized Representative before any work is subcontracted or assigned.

6.2B PROCEDURE

To request Company's consent to sublet or assign any work, Contractor must submit the following:

- (i) the name and location of any individual or firm to whom work would be subcontracted or assigned;
- (ii) the qualifications and experience of the individual or firm designated to perform the work; and

- (iii) an estimate of the cost of work to be performed by the subcontractor or assignee.

At Company's request, Contractor must also submit the following:

- (iv) a copy of the proposed subcontract or assignment; and
- (v) verification that the subcontractor or assignee meets the insurance requirements of this Agreement.

6.2C COMPANY'S CONSENT

Company may object to a proposed subcontractor or assignee on grounds of fitness, competence, qualifications, experience, or reliability and Contractor must not engage any subcontractor or assignee to which Company objects. Company will not unreasonably withhold its consent to a proposed subcontractor or assignee.

6.2D CONTRACTOR'S RESPONSIBILITIES

If Contractor sublets or assigns any work under this Agreement, Contractor remains responsible for accomplishing all work in accordance with this Agreement and any amendments to this Agreement.

SECTION SEVEN: REPRESENTATIVES AND NOTICES

7.1 AUTHORIZED REPRESENTATIVES

Company and Contractor will each appoint an Authorized Representative for the term of this Agreement. An Authorized Representative will have authority to speak on behalf of the party he or she represents but may not amend this Agreement

7.2 COMPANY'S WORK SITE REPRESENTATIVE

The Company may appoint a Work Site Representative to make inspections and inquiries as necessary to confirm that work is being performed in accordance with this Agreement. The Work Site Representative may authorize minor variations in the work that do not involve a change in the price or work schedule.

7.3 NOTICES

All notices required under this Agreement, including change orders or amendments to this Agreement shall be given in writing, by electronic mail ("Email") or first-class mail, to the following addresses, or such other address as the Parties may designate by notice:

[Company]

Kauai Island Utility Cooperative

4463 Pahee St Ste 1

Lihue, HI 96766

Attention: Stephen Tangalin

Email: stangali@kiuc.coop

[Contractor] **XXX**

SECTION EIGHT: PERFORMANCE STANDARDS AND WARRANTY

8.1 CONTRACTOR'S REPRESENTATIVES

Contractor warrants that

- it is equipped and has the expertise necessary to perform the specific work described in this Agreement; and
- it and its employees are licensed, certified, and authorized in accordance with all applicable laws, regulations and government orders to perform the work under this Agreement.

8.2 PERFORMANCE STANDARDS

Contractor will accomplish all work in a professional manner and to the reasonable satisfaction of Company. Contractor will select only those persons qualified by education, training and experience to provide high quality performance of the particular work required under this Agreement. Contractor's personnel will exercise that degree of skill and care commensurate with the highest level of accepted standards for equivalent work in Contractor's field.

8.3 MATERIALS STANDARDS

Contractor must use only new materials of first-class quality in conformity with the specific requirements of this Agreement and warranted by Contractor to be fit for the specific purpose for which the material is used.

8.4 RIGHT TO REJECT

Because of the critical nature of Company's operations, Company may ask Contractor to remove an employee, or material or equipment from the work if Company, in its sole judgment, determines that the employee, or material or equipment does not meet the standards of this Agreement or that the continued performance of work by such employee, or the continued presence on Company property of the employee or material or equipment, is not consistent with the best interests of Company. Contractor must immediately replace the employee, or material or equipment with an employee, or material or equipment that fully meets the standards of this Agreement at no additional cost to Company.

8.5 WARRANTY AND CORRECTION OF DEFECTIVE WORK

Contractor must perform all work safely and to Company's reasonable satisfaction in accordance with the performance standards of this Agreement. Contractor warrants its

work and is responsible for any contractor-supplied materials and workmanship used to perform this Agreement. If any materials or workmanship furnished by Contractor fail to meet the performance standards of this Agreement, Contractor must promptly correct the defective work. If any defect appears in the work within two years from the date Company accepts the work, Company will notify Contractor in writing and Contractor must promptly correct the defect. This warranty survives termination of this Agreement.

SECTION NINE: INSURANCE

9.1 COVERAGE

Throughout the full term of this Agreement, Contractor will procure and maintain, at its own expense, the following insurance coverages:

9.1A WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This coverage must include statutory Workers Compensation, Temporary Disability, and other similar insurance required by state or federal law. (Permissible self-insurance may be acceptable subject to submission of a copy of appropriate governmental authorization and qualification by Contractor.)

Employer's Liability coverage must be no less than:

- for bodily injury from accident, \$1,000,000 - each accident;
- for bodily injury from disease, \$1,000,000 - each employee;
- for bodily injury from disease, \$1,000,000 - each policy limit.

9.1B LONGSHORE AND HARBOR WORKERS ACT

If exposure or potential for injury exists under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or other laws, regulations or statutes applicable to maritime employees, the Employer's Liability Insurance policy must include coverage for such injuries or claims.

9.1C COMMERCIAL GENERAL LIABILITY INSURANCE

The Commercial General Liability Insurance policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. Limits of liability must be not less than \$2,000,000 for any occurrence. "Claims made" policies are not acceptable.

9.1D BUSINESS AUTOMOBILE LIABILITY INSURANCE

The Business Automobile Liability insurance policy must cover liability arising out of any auto (including owned, hired and non-owned autos), and must provide coverage for bodily injury and property damage. Minimum coverage must be not less than \$1,000,000 each accident.

9.1E EXCESS LIABILITY INSURANCE

The Excess Liability coverage must be for a minimum of \$1,000,000. The limit of liability under this insurance may be increased to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurances.

9.2 WAIVER OF SUBROGATION

Contractor hereby waives and will cause its insurers to waive all rights of subrogation that Contractor or its insurers may have against Company, Company's agents, or Company's employees.

9.3 COMPANY AS ADDITIONAL INSURED

All insurance policies required under this Agreement (except Workers Compensation) must name Company, Company's agents, and Company's employees as additional insureds. This coverage must be primary. Any other insurance carried by the Company will be excess only and will not contribute with the insurance that Contractor is required to provide.

9.4 CERTIFICATES OF INSURANCE

Before commencing work under this Agreement, Contractor must file certificates of insurance for each required policy with Company's Authorized Representative. Each certificate must establish that the required insurance coverages are in force and must provide that the Company will be given 30-days' written notice of any material change in, cancellation of, or intent not to renew any policy. Company does not waive its right to enforce these insurance requirements if Contractor submits an insurance certificate that does not meet these requirements.

SECTION TEN: INDEMNITY

10.1 INDEMNITY

To the fullest extent permitted by law, Contractor must indemnify Company from any claims or losses, and any related expenses, resulting from or in any way connected with Contractor's performance or failure to perform (or that of anyone acting under Contractor's control or on its behalf) under this Agreement, excluding claims and losses resulting solely from Company's own negligence or willful misconduct.

10.2 LIENS

Contractor must:

(i) keep the property upon which the work is performed free and clear of all liens, claims, and encumbrances arising from work performed by the Contractor or its subcontractors, and

(ii) indemnify the Company from all claims, demands, causes of action, suits of whatever nature arising out of services, labor, and materials furnished by the Contractor or his subcontractors in performing work under this Agreement, and from all laborers', materialmen's and mechanics' liens arising out of the services, labor, and materials furnished by the Contractor or any of its subcontractors.

10.3 DEFENSE

If Company is sued or brought into a suit as a result of Contractor's performance or failure to perform under this Agreement, Contractor must defend Company at Contractor's expense. Before undertaking Company's defense, Contractor must obtain Company's written approval of Contractor's choice of attorney and legal strategy. Company will not unreasonably withhold its approval. If Contractor fails to defend Company, Company may defend itself and Contractor must pay all costs associated with the defense.

10.4 DEFINITIONS

"Company" includes Company's directors, officers, employees and agents. "Suit" includes civil (legal and equitable), criminal, administrative and other actions.

SECTION ELEVEN: TERMINATION FOR CAUSE

11.1 CONDITIONS ALLOWING TERMINATION

If any of the following conditions occur during the term of this Agreement, Company may terminate the Agreement:

- (i) Contractor fails or is unable to perform its obligations under the Agreement to the reasonable satisfaction of Company;
- (ii) Contractor becomes involved in a labor problem that, in Company's sole opinion, unacceptably impedes or slows down work;
- (iii) Contractor fails to commence correction of defective work immediately after notification and to continuously and vigorously pursue correction until the work is completed to the full satisfaction of Company;

- (iv) Contractor makes a general assignment for the benefit of its creditors;
- (v) Contractor has a receiver appointed because of insolvency;
- (vi) Contractor files bankruptcy or has a petition for involuntary bankruptcy filed against it;
- (vii) Contractor fails to make prompt payments for materials or labor used on contract work.

11.2 NOTICE REQUIRED BEFORE TERMINATION

Before terminating the Agreement for cause, Company must notify Contractor in writing that:

- (i) Conditions exist that permit Company to terminate the Agreement for cause; and
- (ii) Company intends to exercise its termination rights if the condition is not satisfactorily corrected within 15 days of notice.

11.3 CONTRACTOR'S RIGHT TO CORRECT CONDITION

Contractor will have 15 days from receipt of Company's notice of intent to terminate for cause to:

- (i) correct the condition to Company's satisfaction or,
- (ii) provide substitute work which meets all the requirements of this Agreement.

11.4 COMPANY'S RIGHT TO TERMINATE

If Contractor fails to correct the condition within 15 days of notice, Company may terminate the Agreement. Company may secure substitute work necessary to complete the work under the Agreement. If Company secures substitute work, Contractor must pay Company upon demand the difference, if any, between the actual cost of the substitute work and the amount Contractor would have been paid if Contractor had completed the work at the rates in effect under this Agreement. This provision survives termination of the Agreement.

SECTION TWELVE: TERMINATION FOR CONVENIENCE

12.1 COMPANY'S RIGHT TO TERMINATE

Company may terminate this Agreement at any time for Company's convenience by giving written notice of termination to Contractor. Upon receiving notice of termination, Contractor must discontinue the work on the date and to the extent specified in the notice. Contractor must place no further orders for materials or services except as needed to continue any portion of the work which was not terminated. Contractor will make every reasonable effort to cancel, upon terms satisfactory to Company, all orders or subcontracts related to the terminated work.

12.2 TERMINATION BEFORE COMMENCEMENT OF WORK

Contractor will receive no compensation if Company terminates this Agreement before Contractor's start of work or preparation for work.

12.3 TERMINATION AFTER COMMENCEMENT OF WORK

If this Agreement is terminated for Company's convenience after Contractor starts work, or begins mobilization or other off-site activities under this Agreement, Contractor will be compensated for work Contractor has actually accomplished before receiving the notice of termination. However, Company will not pay for excessive time or costs, given the total work actually completed prior to notice of termination.

12.4 CONTRACTOR'S DUTY TO MITIGATE

Contractor must mitigate any damages it may incur upon the termination of this Agreement for convenience of Company.

SECTION THIRTEEN: FORCE MAJEURE

13.1 EXCUSE OF PERFORMANCE

Neither party is liable for failure to carry out any of its obligations under this Agreement caused by Force Majeure. A party rendered unable to fulfill any obligation under this Agreement by Force Majeure must make reasonable efforts to remove the inability in the shortest possible time. The other party will be excused from performing its obligations until the party relying on the Force Majeure is again in full compliance with its obligations under the Agreement.

13.2 DEFINITION

"Force Majeure" means any cause beyond the control of the party affected, and which the party affected is unable to overcome by reasonable efforts, including without limitation the following: acts of God; fire, flood, landslide, lightning, earthquake, hurricane, tornado, storm, freeze, volcanic eruption or drought; blight, famine, epidemic or

quarantine; theft; casualty; war; invasion; civil disturbance; explosion; acts of public enemies; or sabotage. Labor-related performance impediments such as labor strikes, disturbances, or shortages are not Force Majeure.

13.3 COMPANY'S RIGHT TO TERMINATE FOR CONVENIENCE

The occurrence of Force Majeure does not preclude Company from terminating this Agreement for convenience under Section Thirteen.

SECTION FOURTEEN: RESPONSIBILITY FOR WORK

14.1 RISK OF LOSS DURING WORK

Contractor is responsible for and bears all risk of loss or damage to work, and to all materials, tools and equipment used to perform work under this Agreement, unless the loss or damage results solely from the negligence of Company. Company is not responsible for any loss or damage to the work, or to materials, tools and equipment of Contractor resulting from a tortious action of any other contractor. Contractor must look to such other contractor for any right or relief in these cases.

14.2 PRECAUTION AGAINST DAMAGE

Contractor must take all precautions necessary to prevent damage or injury to the work of Contractor, Company, or its contractors, and to the property of Contractor, Company, other contractors, or any of their employees, and members of the general public.

14.3 CLEANUP

Contractor is responsible for keeping the area where its employees are working clean and for removing all waste or debris upon completion of the work. If Contractor fails or refuses to maintain a clean work area, Company will perform or arrange to have performed a cleanup of the area. Contractor must reimburse Company for any cost Company incurs performing cleanup of Contractor's work, plus a factor sufficient to cover Company's applicable administrative and general overhead costs, or Company may deduct the clean up cost and overhead from any amount owed to Contractor.

14.4 FURNISHING OF EQUIPMENT

14.4A GENERAL REQUIREMENT

Contractor must furnish all materials, tools and equipment necessary to perform the work, whether the equipment is owned, rented, leased or hired. The equipment remains in Contractor's exclusive charge and control. Company will not hire or rent equipment for Contractor to perform work under this Agreement and Company does not assume any liability or responsibility for the equipment's use or method of use. Equipment must

comply with all state and federal inspection, licensing and certification requirements.

14.4B EXCEPTIONS FOR USE OF COMPANY-OWNED MATERIAL, EQUIPMENT AND TOOLS

Company may, at its sole discretion, allow Contractor to use Company-owned material, equipment, and tools necessary to perform the work. Should Contractor elect to utilize Company-owned material, equipment and tools to complete the work, Contractor will:

- i) Accept the Company-owned materials, equipment and tools in an as-is condition with no assurances from Company, regardless of any information or documentation provided by Company to Contractor, that the materials, equipment and tools are of a design and condition suitable for Contractor's intended use.
- ii) Accept the sole risk of damage or injury to the materials, equipment and tools, Company and Contractors employees, agents, property and the general public resulting from Contractors' use of the material, equipment and tools.
- iii) Use the materials, equipment and tools only for the work described in this Agreement.
- iv) Following the completion of the work, or when requested by the Company, return all materials, equipment and tools to Company in a condition comparable to the condition when provided to Contractor. However, Contractor will not be required to return any material that is reasonably considered expendable, when used properly and was expended while performing the work or material which necessarily becomes a permanent portion of the completed work.
- v) Allow only qualified individuals to use the materials, equipment and tools in a safe and professional manner consistent with the Company's instructions, manufacturer's guidelines and industry practice.

SECTION FIFTEEN: LAWS, REGULATIONS, AND PUBLIC ORDINANCES

15.1 COMPLIANCE

Contractor must comply with federal, state, and local statutes, regulations and public ordinances of any nature governing the work, including statutes specifically referred to in this Section. The Contractor acknowledges that it is familiar with the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq). Contractor must also obtain at its own expense any licenses and permits required for the work, including any permit or consent from a property owner that is necessary to access a location where work will be performed.

15.2 TAXES

15.2A EMPLOYEE-RELATED CHARGES AND TAXES

Contractor is exclusively responsible for all payments required under the federal and state Unemployment Compensation Act, Social Security Acts and all amendments (and under all other current or future acts, federal or state) requiring payment by Contractor on account of any person hired, employed, or paid by Contractor for work performed under this Agreement.

15.2B OTHER CHARGES AND TAXES

Contractor assumes exclusive liability for all taxes charged or chargeable upon any goods or materials supplied by Contractor under this Agreement.

15.3 SAFETY AND HEALTH REGULATIONS

Contractor must comply with all federal, state and local laws and regulations pertaining to health, safety, sanitary facilities, and waste disposal. Contractor must meet all requirements of the Occupational Safety and Health Act of 1970 (OSHA) including all amendments. Contractor must comply with any standards, rules, regulations and orders promulgated under OSHA and particularly with the agreement for State development and enforcement of Occupational Health and Safety Standards authorized by Section 18 of the Act.

15.4 EMPLOYMENT OPPORTUNITY

Contractor must comply with federal equal employment opportunity and affirmative action laws and regulations applicable to work performed under this Agreement, including:

- Executive Order 11246, Equal Employment Opportunity, and regulations implementing that order, particularly 41 CFR 60-1. The Equal Opportunity Contract Provisions are set forth in [Exhibit A](#);
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, and

- regulations implementing that Act, particularly 41 CFR 60-250; and
- The Rehabilitation Act of 1973 and regulations implementing that Act, particularly 41 CFR 60-741.

SECTION SIXTEEN: MISCELLANEOUS

16.1 PATENTS AND COPYRIGHTS

In performing work under this Agreement, Contractor must not use any process, program, design, device, or material which infringes on any United States patent or copyright or any trade secret agreement.

16.2 SECURITY AND SAFETY

Contractor and Contractor's employees who perform work under this Agreement must comply with the security and safety practices and procedures prescribed by Company. Contractor must advise its employees of these practices and procedures and secure their agreement to abide by these procedures. Company will make a copy of these practices and procedures available to Contractor before Contractor begins any work on Company property.

16.3 SUBSTANCE ABUSE POLICY

Contractor and Contractor's employees who perform work under this Agreement must comply with the substance abuse policy prescribed by Company. Company will make a copy of this policy available to Contractor before Contractor begins work under this Agreement. Company's substance abuse policy applies in the following situations:

- during working hours;
- while on duty;
- on Company premises; and
- in Company-owned vehicles or any vehicle being used to perform work for Company.

16.4 AMENDMENTS

This Agreement may only be amended or supplemented through a written instrument duly executed by Contractor and Company.

16.5 SEVERABILITY OF PROVISIONS

If a court or other tribunal of competent jurisdiction at any time holds that any provision of this Agreement is invalid, the remainder of this Agreement will not be affected and will continue in full force and effect.

16.6 ENTIRE AGREEMENT

This Agreement, including any Attachments, constitutes the entire understanding between the parties, superseding any previous understandings, oral or written, pertaining to the subject matter of this Agreement. Company and Contractor have entered into this Agreement in reliance upon these representations and mutual undertakings, and not in reliance upon any oral or written representation or information provided to one party by any representative of the other party. Except as provided at Section 4.1, if any provision in this Agreement conflicts with any provision in an Attachment to this Agreement, this Agreement will govern.

16.7 APPLICABLE LAW

This Agreement is governed by the law of the State of Hawaii.

16.8 NO WAIVER

The failure at any time of either party to enforce any provision of this Agreement, or to require the other party to perform any of the provisions of this Agreement does not waive or affect the validity or right of either party to enforce any provision of this Agreement.

16.9 ACCESS TO RECORDS

Upon request, Contractor must make available for Company's inspection and audit any records or documents relating to work performed under this Agreement for a period of up to two years from Company's written acceptance of all work under this Agreement.

16.10 GENDER AND NUMBER

The terms "Company" and "Contractor," or any pronouns used in place thereof, mean and include the masculine, feminine and neuter, the singular or plural number, individuals, partnerships, trustees or corporations and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context. All covenants and obligations undertaken by two or more persons are deemed to be joint and several unless a contrary intention is clearly expressed elsewhere.



KAUAI ISLAND UTILITY COOPERATIVE
2024 TREE REMOVAL AND ELECTRIC LINE TREE TRIMMING

SIGNATURES:

KAUAI ISLAND UTILITY COOPERATIVE
("Company")

DATE: _____

By _____

David J. Bissell
Its President & CEO

XXX ("Contractor")

DATE: _____

By _____

Its _____

7.0 ATTACHMENT C- INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The Contractor shall indemnify, defend and hold KIUC, its directors, officers, employees, and agents (herein referred to as “the Company”) free and harmless from and against any claim or demand for loss, liability or damage, and/or personal injury or death, including, without limiting the foregoing, injury or death of employees of the Company and/or the Contractor and damage to or loss of property belonging to the Company or the Contractor, resulting in any manner directly or indirectly from or in connection with or in the course of work performed under or pursuant to this contract and from and against all actions, suits, damages and claims including all reasonable attorneys fees, by whomsoever brought or made but only to the extent of the Contractor’s negligence or the nonobservance or nonperformance by the Contractor of any of the terms, covenants, and conditions of this contract or the rules, regulations, ordinances or laws of the federal, state, municipal or county governments. If the Contractor fails to adequately defend any legal action for loss, liability or damage, the Company reserves the right to defend the action itself, and to charge all costs, damages, and reasonable attorneys fees to the Contractor. The Contractor shall take all reasonable precautions necessary to protect itself, the Company, their respective employees and property, the public and all third parties, and all adjacent property against injury and damage.

INSURANCE

The Contractor shall carry or cause to be carried the following insurances which shall be paid for and maintained at all times during the performance of the work described in this contract.

Commercial General Liability insurance with a limit of liability of \$1,000,000 per occurrence for bodily injury including death, and property damage; and \$2,000,000 general aggregate, on a per location basis. Such coverage under the Contractual Liability section shall be broad enough to cover the terms and conditions of the above indemnification clause.

Business Automobile Liability insurance with a limit of liability of \$1,000,000 combined single limit for each occurrence for bodily injury, including death, and property damage.

Workers Compensation and Employer's Liability Insurance must include statutory Workers Compensation, Temporary Disability, and other similar insurance required by state or federal law. (Permissible self-insurance may be acceptable subject to submission of a copy of appropriate governmental authorization and qualification by Contractor).

Employer's Workers Compensation and Employer's Liability coverage must be:

- \$1,000,000 for bodily injury from accident- each accident;
- \$1,000,000 for bodily injury from disease—each employee;
- \$1,000,000for bodily injury from disease-each—policy limit.

Excess Liability Insurance with a limit of \$2,000,000. The limit of liability under this insurance may be increased accordingly to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability insurances.

The Company shall be named as an additional insured under the Contractor's Commercial General Liability, Business Automobile Liability, and Excess Liability Insurance policies. Prior to the commencement of any work and upon renewal of any policy referenced, satisfactory evidence of compliance with such insurance requirements shall be issued to the Company. The insurance companies referenced on such evidence shall give the Company at least 30 day advance written notice of any material change to and/or cancellation of any of the policies referenced on such evidence. A certified copy of the policy and/or a Certificate of Insurance issued to the Company shall be deemed as satisfactory evidence of compliance with these requirements.

The Contractor hereby waives and will cause its insurers to waive all rights of subrogation that Contractor or its insurers may have against the Company, its directors, officers, employees, and agents.

8.0 ATTACHMENT D- BID FORM

8.1 BID FORM

The undersigned Bidder offers to enter into a five (5)-year contract with Kauai Island Utility Cooperative (“Owner”) to complete the Works described in the Agreement and specified herein including the Proposal, all Exhibits, and Addenda.

The Bidder agrees to complete the work for the sum of and as described in Table 4 and Table 5 below:

PRELIMINARY MILESTONES SCHEDULE

RFP Available Online	September 16, 2024
Questions Due	September 26, 2024
Questions Answered	September 30, 2024
Proposals Due	October 8, 2024- 3:00 p.m. (PDT)
Bid Opening	October 8, 2024
Notice of Award	October 9, 2024
Signed Contract/Notice to Proceed	October 14, 2024



Check the box that applies to this bid package:

Qualified Workers (C-27B license)

Non-qualified Workers (C-27 license)

Table 4. Labor Rate Schedule

Labor Classification	Year 1		Year 2		Year 3	
	Standard Hourly Rate	Premium Rate	Standard Hourly Rate	Premium Rate	Standard Hourly Rate	Premium Rate
General Foreman	\$	\$	\$	\$	\$	\$
Foreman	\$	\$	\$	\$	\$	\$
Journeyman Trimmer	\$	\$	\$	\$	\$	\$
Apprentice Trimmer	\$	\$	\$	\$	\$	\$
Ground Hand	\$	\$	\$	\$	\$	\$
Non-qualified worker	\$	\$	\$	\$	\$	\$
Flagger	\$	\$	\$	\$	\$	\$
Spray Foreman	\$	\$	\$	\$	\$	\$
Equipment Operator	\$	\$	\$	\$	\$	\$
Forest Technician	\$	\$	\$	\$	\$	\$
Per Diem (per day/person)	\$	\$	\$	\$	\$	\$
Annual % increase	_____ %					

Table 4. Labor Rate Schedule (continued)

Labor Classification	Year 4		Year 5	
	Standard Hourly Rate	Premium Rate	Standard Hourly Rate	Premium Rate
General Foreman	\$	\$	\$	\$
Foreman	\$	\$	\$	\$
Journeyman Trimmer	\$	\$	\$	\$
Apprentice Trimmer	\$	\$	\$	\$
Ground Hand	\$	\$	\$	\$
Non-qualified worker	\$	\$	\$	\$
Flagger	\$	\$	\$	\$
Spray Foreman	\$	\$	\$	\$
Equipment Operator	\$	\$	\$	\$
Forest Technician	\$	\$	\$	\$
Per Diem (per day/person)	\$	\$	\$	\$
Annual % increase	_____ %			

Table 5. Equipment Rate Schedule

	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5
Equipment					
GF Pickup	\$	\$	\$	\$	\$
Crew Pickup	\$	\$	\$	\$	\$
Flagger Pickup w/ Signs, Cones, Etc.	\$	\$	\$	\$	\$
Aerial Lift, 50'-55'	\$	\$	\$	\$	\$
Aerial Lift, 60'-70'	\$	\$	\$	\$	\$
Aerial Lift, 100'	\$	\$	\$	\$	\$
70' Lift Flat Bed	\$	\$	\$	\$	\$
50'-60' Backyard Lift w/Trailer	\$	\$	\$	\$	\$
All Terrain Aerial Lift w/Trailer	\$	\$	\$	\$	\$
Boom Trimmer / Trailer	\$	\$	\$	\$	\$
_____ ' Squirt Boom	\$	\$	\$	\$	\$
ATV/UTV	\$	\$	\$	\$	\$
Split Dump	\$	\$	\$	\$	\$
ATV/UTV Trailer	\$	\$	\$	\$	\$
Dump Truck	\$	\$	\$	\$	\$
4X4 Pickup Truck	\$	\$	\$	\$	\$
18"+ Whole Tree Chipper	\$	\$	\$	\$	\$
Brush Chipper, Drum Type	\$	\$	\$	\$	\$
Brush Chipper, Disc Type	\$	\$	\$	\$	\$
Chip Truck (_____ Cu. Yard)	\$	\$	\$	\$	\$
120hp -150hp Mower w/ Mower Head	\$	\$	\$	\$	\$
Mini Jarraff Tree Trimmer	\$	\$	\$	\$	\$
Masticator/Brush hog	\$	\$	\$	\$	\$
Water Buffalo 300 gal. Water Tank Trailer	\$	\$	\$	\$	\$
Chain Saw	\$	\$	\$	\$	\$
Travel Time	\$	\$	\$	\$	\$
GIS VM Database Software	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Annual % increase	%				



Labor and equipment costs

The above labor and equipment costs shall include all overhead and profit margins and shall be kept firm for **5 years** from the date of the award of contract. During the contract period, the contractor shall provide sufficient manpower to complete the tree work in a safe and efficient manner.

1. Standard Crew makeup shall consist of a Foreman, Ground Hand, Flagger and Tree Trimmer.
2. Bids will be evaluated using a Standard hourly rates for 60 months of contract for a Standard Crew, 55' aerial lift, chipper, chip truck, and chain saw.
3. Normal work hours: 7:00am-3:30pm, Monday -Friday
4. Hours Premium Rates apply _____
5. Earliest date that work can commence _____

Exceptions: _____

The undersigned bidder acknowledges the Milestone Schedule.

The undersigned Bidder declares that he/she has carefully examined the Contract Documents, that he/she has made an examination of the plans for the proposed work and has made such investigations necessary to determine the conditions to be encountered independently of those indicated in the project description; that if his/her proposal is accepted he/she will furnish all necessary bonds required by the specifications and will contract with the Owner, in the forms bound herein, to provide all equipment, tools and labor required to complete the work according to these Contract Documents; that he/she will comply with all laws of the state in which the project resides, even though such laws may not have been quoted or referred to in the specifications, that he/she will do all the work as required by the Contract Documents and this Proposal.

The Bidder acknowledges that this proposal cannot be withdrawn for a period of thirty (30) calendar days beginning from the day of the Bid Opening.



KAUAI ISLAND UTILITY COOPERATIVE
2024 TREE REMOVAL AND ELECTRIC LINE TREE TRIMMING

The undersigned hereby certify to the best of their knowledge and belief that this Proposal has not been prepared in collusion with any other bidder and that the prices, terms, or conditions have not been communicated by the undersigned to any other bidder.

Bidder's Name (printed) _____
Bidder's Company Name _____
Bidder's Address _____
Bidder's Federal Tax Identification No. _____
Bidder's Telephone Number _____
Bidder's E-mail Address _____
Bidder's License Number _____
Bidder Acknowledges receipt of addenda numbers _____

Bidder is (check applicable classification):

____ Resident Bidder or ____ Non-Resident Bidder, Resident State _____

Respectfully submitted,

Signature _____

Printed name _____

Title _____ Date _____