



REQUEST FOR PROPOSAL

Pole Inspection & Treatment

**Vermont Electric Cooperative, Inc.
42 Wescom Road
Johnson, Vermont 05656**

Table of Contents

I. INTRODUCTION	3
A. ABOUT VERMONT ELECTRIC COOPERATIVE, INC.....	3
B. PROJECT OVERVIEW	3
II. INFORMATION ABOUT THIS RFP	3
A. OBJECTIVE	3
B. INSTRUCTIONS.....	3
C. ADDITIONAL INFORMATION AND REQUIREMENTS	4
D. SCHEDULE OF CONTRACT AWARD.....	6
E. BIDDER'S COMPANY INFORMATION.....	7
III. INSURANCE REQUIREMENTS	8
IV. PROJECT SCHEDULE	9
V. EXHIBITS	10
EXHIBIT A - STATEMENT OF WORK.....	10
EXHIBIT B - PROFESSIONAL SERVICES AGREEMENT TEMPLATE	13
EXHIBIT C - CONTRACTOR SAFETY QUESTIONNAIRE	14

I. INTRODUCTION

A. ABOUT VERMONT ELECTRIC COOPERATIVE, INC.

Vermont Electric Cooperative, Inc. (VEC) was organized in 1938 as a consumer-owned, not-for-profit rural electric cooperative. VEC is presently the second largest electric utility in Vermont, with service centers in Johnson, Grand Isle, Newport and Richford. VEC serves approximately 40,700 accounts in eight counties in northern Vermont.

VEC is an Equal Employment Opportunity/Affirmative Action employer. All bidders are expected to comply with all applicable equal employment opportunity laws and statutes. VEC welcomes and encourages participation in this bid process by women- and minority-owned businesses.

B. PROJECT OVERVIEW

VEC is seeking bids from qualified wood utility pole inspection and treatment firms (Inspectors) for 7,500 poles each year for the next 3 years of its' distribution poles located in its' solely and jointly owned pole maintenance areas in the northern parts of Vermont; the addition of guy guards where needed; the addition of pole number stenciling where needed; photos of electrical facilities; full and/or partial ground line inspection and treatments. As well as asset data gathering and photography.

Pole data must be captured and reported back to VEC by use of VEC supplied iPads via the NISC AppSuite Inspections program. Field crew training is necessary to operate software application.

II. INFORMATION ABOUT THIS RFP

A. OBJECTIVE

VEC solicits a pricing schedule proposal with estimated total cost from qualified firms to provide pole inspection and treatments required for the Project, as outlined in detail in Exhibit A.

Proposals must be received by VEC at the address set forth in Paragraph B.4, no later than 4:00 PM Eastern Time on Friday, March 7, 2025. Proposals received after this date and time will not be considered.

B. INSTRUCTIONS

1. Bidders desiring to respond to this RFP are required to do so in accordance with the instructions and format contained herein. Bidders are required to complete all sections that require a response. Any response to this RFP that is incomplete may be disqualified.

2. Your proposal to this RFP must include the following:
 - a) Detailed response to the Statement of Work (See Exhibit A)
 - b) Price terms
 - c) Completed Safety Questionnaire (See Exhibit C)
 - d) Bidder's Company Information (See Section E below)
3. Proposals must be submitted for the full scope of work described in this RFP. In the event a bid is submitted that does not fully comply, bidder should provide a detailed description of all exceptions and proposed alternates.
4. Proposals should be submitted via email to the VEC Purchasing Agent, purchasing@vermontelectric.coop.
5. All questions are to be directed in writing via email to the individual, at the email address above. The answers will be sent to all potential bidders simultaneously via email.
6. VEC intends to use its professional service agreement for the purpose of the agreement between the parties (See Exhibit B). Bidder should submit proposed changes to the agreement, if any, as part of its bid. If a Bidder already has a professional service agreement in place with VEC, we will use that agreement and create a new Exhibit A for this job.
7. Bidder should identify the personnel who will be assigned to the Project and include their qualifications. Bidder may not remove or substitute key personnel identified by bidder in response to this document without VEC's prior written consent.
8. Bidder shall identify all work or activities that it proposes to be performed by others. Bidder shall describe how it will control work performed by others to ensure performance in accordance with the project schedule.
9. Each bid shall be signed on behalf of the entity submitting it by a person legally authorized to bind the entity. Upon request, bidder should furnish satisfactory evidence of the authority of any signatory.
10. Bidder's offer must be firm for a period of 60 days from the date responses are due.

C. ADDITIONAL INFORMATION AND REQUIREMENTS

1. VEC will evaluate proposals based on the following criteria -- not necessarily in this order:
 - a) bidder's safety record
 - b) total cost to VEC

- c) sufficient capabilities to meet VEC's requirements
 - d) financial stability
 - e) quality in every aspect of service
 - f) technological advancement
 - g) bidder's proven performance records as determined by reference check
 - h) development of a schedule that allows for completion of the Project in a timely manner
2. VEC is not obligated to accept any proposal nor the least expensive from among the proposals submitted and may, at its sole option, award one or more contracts. VEC may accept or reject, without consideration, proposals that are submitted late or are incomplete. VEC also reserves the right to modify bidders' proposals by adding to or deleting from these specifications after the receipt and prior to the signing of the contract with the successful bidder. VEC expressly reserves the right to reject any and all bid proposals and to pursue whatever alternative arrangements it desires.
 3. The requirements in this RFP are the minimum required in order to qualify for favorable consideration. VEC encourages all bidders to provide their professional recommendations or any other information they feel may reflect favorably for their consideration in the selection process. VEC reserves the right to award a contract based on bidder's initial response, without negotiation. Therefore, bidders are strongly encouraged to submit their most favorable offer, as proposals will be evaluated and ranked upon the basis of the response submitted.
 4. All responses to this RFP will become the property of VEC.
 5. The information contained in the bid and any contract resulting therefrom is regarded as confidential and is not to be disclosed beyond the parties directly involved without the express written permission of bidder and VEC. In protecting any bidder's confidential or proprietary information, VEC need only use the same degree of care that it uses to protect its own confidential and proprietary information provided such information is clearly marked as being confidential and proprietary. VEC further reserves the right to disclose such information if such disclosure is solely for the evaluation of the response to this RFP.
 6. No obligations on the part of VEC will be incurred until a satisfactory contract has been signed by bidder and accepted by VEC.
 7. Unless otherwise notified by VEC in writing, any award resulting from this RFP shall be non-exclusive.
 8. By submission of a bid in response to this request, bidder represents (a) that it has familiarized itself with this RFP and all other conditions that may affect the time, manner, cost or difficulty of completing the work; (b) that the bid is genuine, is not made in the interest of or on behalf of any undisclosed person or entity, and is not submitted in collusion with any other person or party or in conformity with any

- agreement, rule or practice of any group, association, organization, corporation or entity; (c) that bidder has not directly or indirectly induced or solicited any person or entity to refrain from submitting a bid, and has not sought by collusion or fraud to obtain for itself any advantage over any other Bidder, or over VEC; and (d) that bidder has examined and is familiar with its bid and is ready and willing to perform same.
9. Should bidder find any discrepancies in, or omission from, any part of this RFP, or should a bidder be in doubt as to the meaning of any part hereof, bidder should immediately notify VEC in writing and obtain clarification in writing, prior to submitting a bid. Failure to do so will not relieve bidder from the responsibility for properly estimating the difficulty or the cost of successfully completing the work.
 10. Bids which are incomplete, conditional, obscure, received after the date and time set forth in Section II. A. or which do not otherwise comply with this RFP, may be rejected at the option of VEC.
 11. All costs incurred directly or indirectly by bidder in the preparation and presentation of the bid, including the costs of its participation in a pre-award meeting, if any, shall be the responsibility of bidder.
 12. Bidder and its employees, agents and subcontractors shall not offer or give to an officer, employee or agent of VEC any services, gifts, entertainment, payments, loans or special favors which might appear to be offered to influence the award of a contract or to obtain favorable treatment or another contract with VEC.

D. SCHEDULE OF CONTRACT AWARD

The following time schedule is estimated for this project:

- | | |
|---|-----------------|
| 1. RFP emailed to prospective bidders: | 2/14/25 |
| 2. Deadline for submission of questions to VEC: | 2/21/25 |
| 3. VEC question responses: | 2/28/25 |
| 4. Your proposal to be received by VEC: | 3/7/25 |
| 5. Award of Contract: | 3/14/25 |
| 6. Start date for work: | 4/1/25 or after |

VEC has the right to change the above dates in its sole discretion. In the event of any change, VEC will promptly notify bidders in writing.

E. BIDDER'S COMPANY INFORMATION

Please provide the following information and include in your response to this RFP:

1. Company history
2. Financial status – e.g. Annual Report, bank reference letter(s), Dunn & Bradstreet Report
3. Number and size of similar contracts
4. Three references of similar size, volume projects. Include name of contact, address, phone number, approximate value and duration of contract
5. Completed Safety Questionnaire (See Exhibit C)
6. Summary of all safety incidents occurring on projects that you have managed during the past five years

III. INSURANCE REQUIREMENTS

TYPES OF INSURANCE	LIMITS OF LIABILITY (Minimum Amounts)
Comprehensive or Commercial General Liability and Third-Party Property Damage	\$1,000,000 per occurrence, \$2,000,000 aggregate
Excess Liability insurance	\$6,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation/ Employer's Liability	\$500,000 per accident

IV. PROJECT SCHEDULE

Work to start on or after April 1, 2025. All work to be completed no later than December 12, 2025.

V. EXHIBITS

EXHIBIT A - STATEMENT OF WORK

Inspection and treatment of approximately 7,500 wooden utility poles. Contractor pricing valid for 3 inspection cycles. Please provide a price per pole for each individual section 1-6 identified below along with a total estimated cost for 2025.

1. Inspection and treatment

Description

- a. Visual Report
- b. Sound & Bore
- c. External Treat
- d. Excavated Reject
- e. Internal Treatment
- f. G fume
- g. Stencil (VEC Provided)
- h. Guy Guard Installed (VEC Provided)
- i. Excessive Brush Removal
- j. Pole top picture
- k. Entire Structure Picture (see example on page 12)
- l. Partial Inspection reporting

Reporting and tracking to be done in weekly groups, along with a parallel YTD report. Reports to include inspections, rejects, maintenance needs, not in field finds, and no access to structures, with reasons.

The Contractor shall deliver a weekly progress report to VEC's contact person by 10:00 AM EST every Monday via email throughout the duration of the project. The report must indicate the following at a minimum:

- Area(s)/street(s) collected in the previous week
- Area(s)/street(s) slated for the coming week
- Number of crews working

2. Poles

- Pole height
- Pole class
- Pole wood type
- Pole birthmark
- Facility ID (VEC Pole Number): If the number on the pole is missing, install a new tag on the pole (tags and instructions on how to install will be provided by VEC).
- Consolidated Communications pole number:
- Pole preservation: (Pentachlorophenol, etc.)

- Pole bag present: (Yes/No)
- Line angle: (tangent, double dead end)
- Cross arm type: (wood, fiberglass, composite)
- Cross arm length Dimensions: (8', 10')
- Cross arm brace quantity: (0-6)
- Cross arm brace type: (steel, wood)
- Alley arm: (Yes/No)
- Insulator type: (Poly, Porcelain, Glass)
- Insulator tie: (Yes/No)
- Dead-end shoe: (porcelain alumicap, polymer, porcelain, other)
- Lightning arrestors voltage: (3 kV, 10 kV, 35 kV)
- Lightning arrestors type: (porcelain, MOV)
- Epoxilators Type
- Ground wire present: (Yes/No)
- Pole markings: (Contractor will add markings for fuse sizes, transformer sizes, open points if not on pole, tags and instructions on how to install will be provided by VEC)
- Comment

3. Primary Conductor

- Wire size and type: (for each phase and neutral)
- Insulation type: (bare, covered)
- Splices in span
- Severity rating: See severity rating section below
- Comment

4. Street Lights

- Light type: (LED, HPS, MV, MH, incandescent)
- Style: (L70 pendant, flood, colonial, etc.)
- Wattage: (70, 100, etc.)
- LED Quantity: (32, 45, etc.)
- Bracket length: (1', 2', 4', 5', etc.)

5. Overhead Transformers

- YES or NO
- KVA: (10, 15, etc.)
- Contractor shall also provide photos of transformer nameplates if possible

6. Photos of Pole

- Contractor shall take clear photos without obstructions of each pole tag, the associated VEC equipment and attachments on the pole.
- Contractor to provide a photo of pole top electrical facilities.
- Contractor to provide a photo showing entire structure and facilities

Example of Entire Structure Picture



EXHIBIT B - PROFESSIONAL SERVICES AGREEMENT TEMPLATE

SEE ATTACHMENT

EXHIBIT C - CONTRACTOR SAFETY QUESTIONNAIRE



VERMONT ELECTRIC COOPERATIVE, INC. CONTRACTOR SAFETY QUESTIONNAIRE

CONTRACTOR NAME:	
CONTACT:	
PHONE NUMBER:	
EMAIL:	

Our contracts require that your company meet certain requirements related to safety achievements. Using your OSHA 300 Log and statements provided by your insurance carrier, please provide the following information for the past three years and currently:

Contractor		2022	2023	2024	2025 to Date
1.	Number of fatalities?				
2.	Number of cases with days away from work (disabling injuries)?				
3.	Number of cases with job transfer or restrictions?				
4.	Number of other recordable cases (minor injuries)?				
5.	Total number of cases?				
6.	Total hours worked by all?				
	Total recordable injury rate*				

Subcontractors		2022	2023	2024	2025 to Date
1.	Number of fatalities?				
2.	Number of cases with days away from work (disabling injuries)?				
3.	Number of cases with job transfer or restrictions?				
4.	Number of other recordable cases (minor injuries)?				
5.	Total number of cases?				
6.	Total hours worked by all?				
	Total recordable injury rate*				

**VEC uses industry standard Total Recordable Injury Rate to reassure annual safety performance; the calculation is as follows: (200,000 hours/total hours worked by all employees) * total number of cases.*

		Yes	No
1.	Do you have a written safety program?		
2.	Does your company have a safety officer/department?		
3.	Does your company have a formal hazardous communication program as per OSHA 1926.59 and/or OSHA 1910.1200?		
	If yes, date of last training?		
4.	Do you conduct safety meetings for field personnel?		
5.	Do you conduct safety observations?		
	If yes, who conducts them? (note title)		
	If yes, frequency?		
6.	Do you conduct a safety orientation for new hires?		
	If yes, list areas of instruction:		
7.	Do you have a safety orientation program for new supervisors?		
	If yes, list areas of instruction:		

List any OSHA serious, repeat, willful or criminal citations and any MSHA significant and substantial (S&S) citations your firm has had in the past three years. Please explain

Have you worked for VEC before?	Yes: ☐ No: ☐
If yes, date of last project?	
Project scope?	
VEC contact you worked with?	
Did you complete the job?	
Have you ever been taken off a project or dismissed prior to completion of project?	Yes: ☐ No: ☐

Signature

Print Name

Date

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of _____ ("Effective Date"), by and between **VERMONT ELECTRIC COOPERATIVE, INC.**, a Vermont cooperative with a principal place of business at 42 Wescom Road, Johnson, Vermont ("VEC"), and **[ADD CONTRACTOR NAME]** ("Contractor").

RECITALS

WHEREAS, Contractor has experience and expertise in the business of electric utility construction services;

WHEREAS, VEC desires to have Contractor provide such services to VEC; and,

WHEREAS, Contractor desires to supply such services to VEC on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Contractor and VEC hereby agree as follows:

1. Contractor Services. Contractor agrees to provide, in accordance with the terms of this Agreement, the services as set forth on an Exhibit A in the form of the Exhibit A attached hereto or in other statements of work developed subsequently and identified as an Exhibit A (the "Services"). Contractor shall control the manner in which the Services are provided, giving due consideration to the requests of VEC. Unless otherwise mutually agreed, the Services shall be performed on or at a VEC facility.
 - 1.1. Nothing in this Agreement shall preclude VEC from retaining the services of other persons or entities providing similar functions as those of the Contractor or from independently developing or acquiring materials or programs that are similar to, or competitive with, the Services.
 - 1.2. Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without VEC's prior written consent. VEC's consent to Contractor's right to subcontract any of the Services shall not relieve Contractor of any of its duties or obligations under this Agreement, and Contractor shall indemnify and hold VEC harmless from any payment required to be paid to any such subcontractors.
2. Staff of Contractor. Contractor shall designate the individual staff to perform the Services, but VEC may request specific staff of Contractor. If VEC, at any time in its reasonable discretion, determines that any staff assigned by Contractor is unsuitable for the performance of the Services, VEC shall advise Contractor of such determination, and Contractor shall immediately remove such staff, and, at VEC's request, promptly provide replacement staff reasonably acceptable to VEC.
3. Term and Termination. This Agreement is legally binding as of the Effective Date, and, unless earlier terminated as provided herein, shall continue until terminated by VEC. VEC may terminate this Agreement, in whole or in part, at any time for any reason upon ten (10) days' written notice to Contractor.

- 3.1. Termination for Default. The occurrence of any of the following shall constitute an event of default under the Agreement (an “Event of Default”), upon which VEC may by written notice to Contractor, and without prejudice to any other right or remedy available to VEC, terminate the Agreement for default:
- (a) Failure of Contractor to perform its obligations in the manner or within the time provided within the time provided in Exhibit A to the Agreement, or as may be modified or extended by VEC pursuant to the change control procedures set forth in the Agreement;
 - (b) Failure of Contractor to supply sufficient skilled personnel or suitable materials or equipment to permit it to meet the schedule set forth in Exhibit A
 - (c) Behavior by Contractor that is dishonest, fraudulent or constitutes a conflict of interest with its obligations under the Agreement;
 - (d) Contractor is adjudged bankrupt or insolvent; makes a general assignment for the benefit of its creditors; or a trustee or receiver is appointed for Contractor or for any of Contractor’s property; or
 - (e) Failure of Contractor to comply with any other provision of the Agreement.
- 3.2. Notice, Opportunity to Cure and Right to Terminate. Upon the occurrence of an Event of Default, VEC may notify the Contractor in writing of the nature of the Event of Default and of its intention to terminate the Agreement for Default. If the Contractor does not cure such Default within fourteen days from receipt of notification, or sooner if safety is involved, or fails to provide satisfactory evidence that such Default will be corrected within a reasonable time, VEC may, by written notice to the Contractor, terminate the Agreement for Default.
- 3.3. Contractor’s Obligations Upon Termination for Default. In case of a termination for Default, the Contractor shall be paid for all work satisfactorily performed up to the date of termination subject to VEC’s right to set-off. Upon VEC termination for Default, the Contractor shall:
- (a) Immediately discontinue work on the date specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the terminated work;
 - (b) Inventory, maintain and turn over to VEC all data, designs, licenses, materials, tools, and property furnished by the Contractor or provided by VEC for performance of the terminated work;
 - (c) Promptly obtain cancellation upon terms satisfactory to VEC of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements as directed by VEC;
 - (d) Cooperate with VEC in the transfer of data, designs, licenses and information and disposition of work in progress so as to mitigate damages; and
 - (e) Comply with other reasonable requests from VEC regarding the terminated work.
- 3.4. Limitation of Remedy. In the event VEC terminates the Agreement for Default, VEC shall have no liability to Contractor except for Services satisfactorily completed prior to termination. Without limiting any other remedies it might have, VEC may take possession of the work in process or VEC may procure, upon such terms and in such a manner as VEC may deem appropriate, services similar to those so terminated.

- 3.5. Rights of VEC Not Affected. If VEC has terminated the Agreement for Default, such termination shall not affect any right of VEC against Contractor then existing or which may thereafter accrue. In addition, VEC may exercise any rights, claims or demands which Contractor may have against third parties in connection with the Agreement and for such purposes Contractor does hereby assign, transfer, and set over unto VEC all such rights, claims, and demands, to the extent that Contractor is able to assign, transfer and set over unto VEC all such rights, claims and demands without prior consent of the respective third parties. Any retention or payment of monies by VEC due Contractor will not release Contractor from compliance with the Agreement.
- 3.6. Survival of Terms. Upon termination, the obligations under the Agreement shall be terminated except as to the Paragraphs headed "Auditable Records," "Confidential Information," "Ownership of Project Materials," "Mutual Representations and Warranties," "Representations and Warranties by Contractor," "General Indemnity", "Insurance," "Technical Materials," and "Safety Representations and Warranties."
4. VEC Resources. The expectation is that the Contractor will provide all tools needed to complete the Services. Where VEC provides resources to Contractor, Contractor agrees to keep such resources in good order and to return the resources to VEC in substantially the same condition as Contractor received them, except for ordinary wear and tear.
5. Fees and Billing Procedures. VEC agrees to pay Contractor for the Services in accordance with the fee(s) set forth in Exhibit A.
- 5.1. Time of Payment. Unless otherwise stated in Exhibit A, any sum due Contractor for Services performed which payment is not otherwise specified shall be due and payable 30 days after receipt by VEC of an invoice from Contractor.
- 5.2. Services Provided on an Hourly Basis. Where the Services are billed to VEC on an hourly basis, Contractor shall submit to VEC an accurate time sheet approved and signed by Contractor and by the VEC Project Manager or designee. Contractor shall direct its employees to work only such number of hours as are approved in advance by VEC. Contractor shall be paid for all approved hours worked, including those hours worked in excess of eight hours per day, at the hourly rates set forth in Exhibit A. Hours billed shall reflect actual time performing the Services and shall not include travel time.
- 5.3. Services Provided on Fixed Price. Where the Services are billed to VEC on a fixed price basis, Contractor shall submit to VEC an accurate invoice applicable to the percentage of work complete against the total fixed price portion of the services being performed
- 5.4. Any sum due Contractor for Services performed shall be due and payable 30 days after receipt by VEC of an invoice from Contractor.
- 5.5. Billing Procedures. Contractor shall bill to VEC the sums due pursuant to Exhibit A by Contractor's invoice, on a monthly basis in arrears, which shall contain:
- (a) VEC work order number, if any, and invoice number;
- (b) project name;

- (c) description of Services rendered;
- (d) name of Contractor's staff, number of hours, and hourly rate of each of Contractor's staff where Services are billed to VEC on an hourly basis;
- (e) travel expenses, if any;
- (f) discounts, if applicable;
- (g) special charges, if any;
- (h) taxes, if any; and,
- (i) total amount due, and
- (j) estimated percentage of work complete per task.

Where Contractor is engaged in more than one project for VEC, Contractor shall submit a separate invoice for each project. Unless otherwise specified by VEC, Contractor shall forward invoices via e-mail to: accountspayable@vermontelectric.coop.

- 5.6. No Additional Charges. Except for the fees described in Exhibit A, approved expenses, if any, and changes in scope agreed upon in writing, VEC shall not be billed for, or be obligated to pay to Contractor any charges, expenses, or other amounts for the Services or otherwise.
- 5.7. Credits. Any amounts due from Contractor may be applied by VEC against any fees due to Contractor. Any such amounts due from Contractor that are not applied against fees due shall be paid to VEC by Contractor within 30 days following VEC's request.
- 5.8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Contractor invoice rendered pursuant to this Agreement shall be solely for the convenience of the parties. No such term or condition shall be binding upon VEC, and no action by VEC (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding VEC with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Contractor and VEC in a separate writing signed by both parties.
- 5.9. Taxes. Contractor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Contractor agrees that VEC is not responsible to collect or withhold any federal, state, or local employment taxes, including, but not limited to, income tax withholding and social security contributions for Contractor or its employees. Any and all taxes, interest or penalties, including, but not limited to, any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Contractor or, if assessed against and paid by VEC, shall be reimbursed by Contractor upon demand by VEC.
- 5.10. Payment not Acceptance. No payment by VEC to Contractor under this Agreement shall be evidence of, or construed to be, acceptance of defective, faulty, improper or non-conforming work or services by Contractor or any contractor, subcontractor or consultant retained by the

Contractor, nor shall payment relieve the Contractor of any responsibility for failure to meet the warranties made in the Agreement.

- 5.11. Audit/Inspection. Contractor shall maintain complete and accurate records of all costs incurred for the Services, using accounting and control systems in accordance with generally accepted accounting principles. During the term of this Agreement and for a period of three (3) years after completion of the Services and final payment to Contractor for the Services, VEC shall be afforded access, upon reasonable advance notice, to examine, audit and reproduce the Contractor's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other documents or data relating to costs incurred for the work under this Agreement. Any such examination or audit shall take place at times as mutually agreed during normal business hours. VEC shall bear all costs and expenses for any examination or audit. Nothing herein gives VEC, its representatives, or anyone else the right to examine or audit the confidential, privileged, or proprietary information of Contractor or the make-up of the billing rates of Contractor.
6. Change Control Procedure. VEC or Contractor may, at any time upon written notice to the other party, request increases or decreases to scope of the Services under Exhibit A.
 - 6.1. VEC Increases to Scope. If VEC requests an increase in the scope of Services under this Agreement, VEC shall notify Contractor in writing, and, not more than 5 business days (or other mutually agreed upon period) after receiving the request, Contractor shall provide the VEC Project Manager with a written response that shall include a statement as to whether or not the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. If Contractor's response is approved by the VEC Project Manager, VEC's Project Manager shall issue a change control form, which must be approved by the VEC Project Manager and accepted by the Contractor in order to become effective.
 - 6.2. Contractor Increases to Scope. Contractor may request additions to scope by providing the VEC Project Manager with a written request that shall include a statement as to whether or not the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. If Contractor's request is approved by the VEC Project Manager, VEC's Project Manager shall issue a change control form, which must be approved by the VEC Project Manager and accepted by the Contractor in order to become effective.
 - 6.3. Decreases to Scope. VEC shall have the right, in its sole discretion, and for any reason whatsoever, to decrease the scope of the Services. In such case, the fee for Services will be reduced by an amount consistent with the decrease in scope. At VEC's discretion, the project schedule may be adjusted to reflect a decrease in scope.
 - 6.4. Any changes to Scope, once approved by the VEC Project Manager and accepted by the Contractor, will be bound by the terms of this agreement unless other terms are specifically agreed upon in writing.
7. Ownership of Project Materials/Surrender of Materials upon Termination or Project Completion.

- 7.1. All designs, drawings, blueprints, or other technical or written materials furnished to Contractor by VED, provided by Contractor as part of the Services under the Agreement, or otherwise purchased or paid for by VEC and shall be VEC's sole and exclusive property. Contractor shall not copy or otherwise use any such materials for any purpose other than completion of the Services as contemplated by the Agreement.
- 7.2. Upon termination of this Agreement, in whole or in part, or on completion of the project, Contractor shall immediately return to VEC all properties received from VEC, or created or received by Contractor on behalf of VEC, and which are related to the terminated portion of this Agreement.

8. Confidential Information

- 8.1. The term "Confidential Information" shall mean all information relating to the Services to be provided and any information that relates to VEC's business and affairs, which Contractor directly or indirectly receives or acquires from or anyone on behalf of VEC, either in writing or verbally, or through observation, except information falling into any one of the following categories: (i) information which was in Contractor's possession on a non-confidential basis prior to Contractor's receipt or acquisition thereof from VEC; (ii) information which is lawfully in the public domain at the time of Contractor's receipt or acquisition thereof from VEC, other than through the process of tendering for or performing the Services; (iii) information which becomes part of the public domain through no act of Contractor or of any third party under an obligation of confidence with respect to such information; and (iv) information which is lawfully obtained by Contractor from a third party, provided that the third party is under no obligation of confidence with respect to the information.
- 8.2. Contractor shall keep all Confidential Information in confidence and shall not disclose it to others without the prior written approval of VEC. Contractor shall not use the Confidential Information, except in performance of the Services. Contractor shall not disclose the Agreement and components thereof to others without the prior written approval of VEC, except as necessary to perform the Services.
- 8.3. Notwithstanding Paragraph 8.2, Contractor may disclose Confidential Information to those of its employees, subcontractors and suppliers and their respective employees if disclosure is required in order for Contractor to perform the Services, provided Contractor shall ensure that its employees and agents comply with, and shall contractually require its subcontractors and suppliers and their respective employees and agents to comply with Paragraph 8.2 of this Agreement.
- 8.4. The Parties agree that the terms and conditions of this Agreement are to be kept confidential between the Parties except to the extent that they mutually agree otherwise in writing or as ordered by a court of law or other legally constituted tribunal of competent jurisdiction.

9. Mutual Representations and Warranties. Each of VEC and Contractor represent and warrant that:

- 9.1. It is a business duly formed, validly existing, and in good standing under the laws of its state of domicile.

- 9.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement.
- 9.3. This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms.
- 9.4. It is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized, or qualified would not have a material adverse effect on its ability to fulfill its obligations under this Agreement.
- 9.5. The execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles.
- 9.6. It shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement.
- 9.7. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

10. Representations and Warranties by Contractor. Contractor represents and warrants that:

- 10.1. Contractor is possessed of knowledge with respect to the Services and is aware that VEC is relying on Contractor's skill and judgment in providing the Services to VEC.
- 10.2. Contractor knows the particular purpose for which the Services are required.
- 10.3. Contractor's staff members assigned to perform the Services have the experience and are qualified to perform the tasks involved with providing the Services in an efficient and timely manner. The Services shall be performed in a competent and professional workmanlike manner and in accordance with the highest professional standards. Contractor acknowledges that VEC is relying on Contractor's representation of its experience and expertise, as well as that of its staff, and that any substantial misrepresentation may result in damage to VEC and its customers.

11. General Indemnity. Contractor agrees to indemnify, defend, and hold VEC, its officers, directors, agents, and employees (each, an "Indemnified Party" and collectively, the "Indemnified Parties") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any VEC Indemnified Party, by reason of any Claim arising out of or relating to any negligent act, error or omission, or misconduct of Contractor, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) a violation of HIPAA; (b) a

violation of federal, state, local, international, or other laws or regulations for the protection of persons or members of a protected class or category of persons; (c) sexual discrimination or harassment based upon any protected characteristic; (d) bodily injury (including death) or damage to tangible personal or real property; or, (e) breaches of any representations made under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the negligent acts or omissions of VEC, its officers, directors, agents, or employees.

12. Indemnification Procedures. Promptly after receipt by VEC of a threat of any action, or a notice of the commencement, or filing of any action against VEC or any VEC Indemnified Party, VEC shall give prompt written notice thereof to Contractor, provided that failure to give or delay in giving such notice to Contractor shall not relieve Contractor of any liability it may have to VEC or any VEC Indemnified Party except to the extent that Contractor demonstrates that the defense of such action is prejudiced thereby. VEC shall not independently defend or respond to any such claim; provided, however, that: (a) VEC may defend or respond to any such claim, at Contractor's expense, if VEC determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against VEC; and, (b) VEC shall have the right, at its own expense, to monitor Contractor's defense of any such claim. Contractor shall have sole control of the defense and of all negotiations for settlement of such action. At Contractor's request, VEC shall cooperate with Contractor in defending or settling any such action; provided, however, that Contractor shall reimburse VEC for all reasonable out-of-pocket costs incurred by VEC (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

13. Insurance

13.1. Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts stated herein, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Contractor, pursuant to this Agreement.

TYPES OF INSURANCE	LIMITS OF LIABILITY (Minimum Amounts)
Comprehensive or Commercial General Liability and Third Party Property Damage	\$1,000,000 per occurrence, \$2,000,000 aggregate
Excess Liability insurance	\$6,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation/ Employer's Liability	\$500,000 per accident

13.2. VEC shall be named as an additional insured in such policies except Workers Compensation/Employer's Liability and Professional Liability which shall contain standard cross liability clauses. Contractor shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policy shall be primary without right of contribution from any insurance by VEC. Such policies shall require that VEC be given not less than 30-days prior written notice of any cancellation thereof or material change therein.

- 13.3. Contractor shall provide VEC with certificates of insurance evidencing all of the above coverage, including all special requirements specifically noted above, and shall provide VEC with certificates of insurance evidencing renewal or substitution of such insurance 30 days prior to the effective date of such renewal or substitution.

14. Safety Training and Record Keeping

- 14.1. Safety Training. Prior to conducting any field work on VEC Property, Contractor shall ensure that its employees, staff, independent contractor and subcontractor personnel complete VEC's safety orientation and training program. Contractor shall provide a copy of its safety manual, which shall include all safety policies and procedures, to the VEC Safety Manager.
- 14.2. Record Keeping. Prior to Safety Training, for every person that will perform work under this Agreement on VEC Property, Contractor will provide an Employee Qualification Certification Form ("Certification Forms") using the form attached as Exhibit B to this Agreement. VEC will retain the Certification Forms to help ensure that all personnel that perform work have received all required training. Until a person has provided the Certification Form and received safety training, he or she will be prohibited from working on VEC Property. The Contractor shall update such Certification Forms.

If the Contractor assigns new personnel to perform the work, the Contractor must (1) notify VEC of the assignment at least one week in advance, (2) provide Certification Forms for such new personnel, and (3) ensure that such new personnel receive the Safety Training prior to commencing field work. If VEC learns that Contractor has assigned a worker to perform work on VEC Property without having provided a current Certification Form for such worker, then the Contractor agrees to pay a penalty equal to the higher of \$5000 or the total amount paid to Contractor to date for the services of that worker.

- 14.3. VEC Property. For the purpose of this agreement, VEC Property is defined as 1) property owned by VEC; 2) property owned by others over which VEC has an easement, lease, or is otherwise authorized to work or conduct operations on the property; and 3) all other property that Contractor must work on or about to enable it to execute the work on VEC Property or property owned by others over which VEC has an easement.

15. Safety Standards and Requirements

- 15.1. State and Federal Requirements. The Contractor agrees to conduct all work in accordance with state and federal health and safety regulations, including 29 CFR 1910 and 1926.
- 15.2. VEC Safety Manual. In addition to the requirements set forth in Section 15.1 above, the Contractor shall also comply with the VEC's Safety Manual, a copy of which will be provided in electronic format and is made part of this Agreement. When there is a conflict between state or federal requirements and those set forth in the VEC Safety Manual, the more conservative interpretation shall apply. The Contractor may also consult with the VEC Safety Manager or another VEC designee for a determination; however, all decisions by VEC will be final.
- 15.3. Safety Inspections. The Contractor agrees (1) Contractor's management will conduct a minimum of one safety inspection per month, or if the project period is less than a month, one

safety inspection during the project period, of the work being conducted under this Agreement; and (2) that each inspection will be documented in writing with a copy provided to VEC's Safety Manager within one week.

- 15.4. Spill Clean-up. The Contractor will be responsible for all spill clean-up or other emergency procedures. Any release of a reportable amount of a hazardous substance must be reported immediately to VEC's Safety Manager, and the Contractor must provide VEC's Safety Manager with copies of all applicable documentation associated with the spill and the clean-up.
- 15.5. DigSafe Requirements. The Contractor agrees to perform work in compliance with the Vermont Underground Facility Damage Prevention Program and will take full responsibility for providing notification of all excavation activities as required under the applicable laws and rules. Any damage to underground utility facilities during excavation activities by the Contractor shall be reported immediately to VEC's Safety Manager.
- 15.6. Accident Reporting. All accidents involving injury to Contractor employees, property damage, automobile accidents or third-party damage must be reported immediately to VEC's Safety Manager.

16. Safety Representations and Warranties The Contractor represents and warrants that

- 16.1. Contractor has read and understands 29 CFR 1910 and 1926 (in pertinent part) and the VEC Safety Manual, in its entirety;
- 16.2. Contractor will conduct all work in accordance with these requirements; and
- 16.3. Contractor will immediately report to VEC any work practices or conditions that deviate from these requirements.

17. Other Safety Requirements

- 17.1. Drug Free Workplace Act of 1988. VEC requires all Contractors to comply with the requirements of the Drug Free Workplace Act of 1988. Contractor employees and subcontractors are expected to report to work in an appropriate mental and physical condition for work. Use of controlled substances during work under this contract or while on VEC Property is strictly prohibited and grounds for termination for cause.
- 17.2. Safety Equipment and Personal Protective Equipment ("PPE"). The Contractor is required to provide all appropriate safety equipment, including PPE and Fire Resistant ("FR") Clothing. Contractor shall ensure that equipment and PPE are functioning properly, well maintained, and periodically inspected.
- 17.3. Work Stoppage. Any VEC employee or representative that observes an unsafe work practice or condition is authorized to request a work stoppage. Unsafe work practices or conditions shall be immediately reported to VEC. All damages, whether direct or consequential, as a result of safety-related work stoppages, shall be borne by the Contractor.
- 17.4. Workplace Auditing.

17.4.1. All work performed by the Contractor is subject to unannounced safety and environmental inspections and audits (collectively referred to as audits) by VEC. The audits may include, but not be limited to 1) documentation (e.g., training records, environmental checklists, tailboard form); 2) adherence to appropriate environmental and safety work practices; 3) proper use of personal protective equipment (PPE); 4) compliance with applicable OSHA/VOSHA standards; 5) compliance with environmental permits; and 6) compliance with environmental and safety guidance documents.

17.4.2. VEC reserves the right to take any action appropriate in response to such audits.

18. General.

- 18.1. Relationship between VEC and Contractor. Contractor represents and warrants that it is an independent contractor with no authority to contract for VEC or in any way to bind or to commit VEC to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VEC. Under no circumstances shall Contractor, or any of its staff, hold itself out as or be considered an agent, employee, joint venture, or partner of VEC. In recognition of Contractor's status as independent contractor, VEC shall carry no Workers' Compensation insurance or any health or accident insurance to cover Contractor or Contractor's agents or staff. VEC shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Contractor nor its staff, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of VEC.
- 18.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont and the federal laws of the United States of America. Contractor hereby consents and submits to the exclusive jurisdiction and forum of the state and federal courts in the State of Vermont in all questions and controversies arising out of and relating to this Agreement, as consistent with the Dispute Resolution process agreed to in Section 18.3.
- 18.3. Dispute Resolution. In the event of any dispute under this agreement, the parties agree to first negotiate in good faith to resolve the dispute. If negotiation fails, the parties agree to submit the dispute to mediation at a mutually agreeable location, with a mutually agreeable, impartial mediator. If that fails, except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator(s), all disputes, controversies, or differences which may arise between the parties, out of, in relation to, or in connection with this Agreement, or the breach thereof, will be finally settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date the dispute arises. The arbitration will be subject to and governed by the procedures and requirements of the Vermont Arbitration Act except as permissibly modified herein. Unless otherwise agreed, all hearings will be held in Johnson, Vermont. The arbitrator's award may be enforced in any court of competent jurisdiction.

ACKNOWLEDGMENT OF ARBITRATION:

I understand that this agreement contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

- 18.4. Compliance With Laws; VEC Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, and regulations. Contractor shall comply with VEC policies and procedures where they are posted, conveyed, or otherwise made available to Contractor. Without limiting Contractor's other obligations of indemnification herein, Contractor shall defend, indemnify, and hold VEC Indemnified Parties harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any VEC Indemnified Party, on account of the failure of Contractor to perform the obligations imposed in this section.
- 18.5. Compliance with Equal Opportunity and Affirmative Action Laws. **To the extent applicable, the provisions of 41 C.F.R Part 60-1.4(a) are incorporated herein by reference. This regulation prohibits discrimination against qualified individuals on the basis of race and sex and requires government contractors and subcontractors to employ and advance in employment qualified women and minorities. In addition, pursuant to 41 C.F.R Part 60-1.7 and 41 C.F.R. Part 60-2.1(b)(2), Contractor is notified that if the contract is for \$50,000 or more, it must file a Standard Form 100 and, if it has 50 or more employees, it may be required to develop an Affirmative Action Plan.**

To the extent applicable, Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5 (a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

To the extent applicable, Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors to employ and advance in employment qualified protected veterans.

- 18.6. Force Majeure. Neither party shall be liable for delays or any failure to perform under this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must provide written notification to the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance.

- 18.7. Advertising and Publicity. Contractor shall not refer to VEC directly or indirectly in any advertisement, news release, or publication without prior written approval from VEC.
- 18.8. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 18.9. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by overnight delivery.
- 18.10. Assignment of Agreement. This Agreement and the obligations of Contractor hereunder are personal to Contractor and its staff. Neither Contractor nor any successor, receiver, or assignee of Contractor shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Contractor's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of VEC.
- 18.11. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between VEC and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.
- 18.12. Cumulative Remedies. All rights and remedies of VEC herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Contractor for the enforcement of this Agreement, and temporary and permanent injunctive relief.
- 18.13. Severability. In the event any provision of the Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

[The rest of the page is intentionally left blank.]

Executed on the dates set forth below by the undersigned authorized representative of VEC and Contractor to be effective as of the Effective Date.

VERMONT ELECTRIC COOPERATIVE, INC.

[ADD CONTRACTOR NAME]

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Address for Notice:

Vermont Electric Cooperative
42 Wescom Road
Johnson, VT 05656

Attention: Chief Operating Officer

Address for Notice:

[ADD CONTRACTOR NAME AND ADDRESS]

Attention: **[ADD]**

EXHIBIT A**Contractor's Statement of Work**

This Exhibit A - Contractor's Statement of Work will be incorporated in and governed by the terms of the Professional Services Agreement by and between **VERMONT ELECTRIC COOPERATIVE, INC** ("VEC") and **[ADD CONTRACTOR NAME]** ("Contractor") dated _____ (the "Agreement"). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement prevail.

Project Description:	
Project Manager	
Safety Manager	
Responsibilities, Deliverables, and/or Activities:	
Services Fees or Rate:	
Start Date:	
Estimated End Date, if any:	

Executed on the dates set forth below by the undersigned authorized representative of VEC and Contractor to be effective as of the Effective Date.

VERMONT ELECTRIC COOPERATIVE, INC.**[ADD CONTRACTOR NAME]**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B: VERMONT ELECTRIC COOPERATIVE, INC.

CONTRACTOR EMPLOYEE QUALIFICATIONS

CERTIFICATION FORM

COMPANY NAME _____

EMPLOYEE NAME (PRINT): _____ TITLE: _____

HIRE DATE: _____ DATE ASSIGNED TO CURRENT POSITION: _____

EDUCATION AND TRAINING:

Is employee qualified to climb wood poles? YES: ☐ NO: ☐

If Yes, date of original certification: _____

Is employee a Qualified 1st Class Lineworker? YES: ☐ NO: ☐

If Yes, date of original certification: _____

If not, # of Apprenticeship Steps Completed (if appl): _____

INDICATE THE EDUCATION AND TRAINING THAT THE EMPLOYEE HAS COMPLETED:

TRAINING	COMPLETED	DATE LAST COMPLETED
CPR	Yes: ☐ No: ☐	
First Aid	Yes: ☐ No: ☐	
Blood Borne Pathogen	Yes: ☐ No: ☐	
Bucket Rescue	Yes: ☐ No: ☐	
Pole Top Rescue	Yes: ☐ No: ☐	
Fire Extinguisher	Yes: ☐ No: ☐	
Confined Space	Yes: ☐ No: ☐	
Hazardous Communications	Yes: ☐ No: ☐	
Chain Saw safety	Yes: ☐ No: ☐	
Use of Insulated Tools	Yes: ☐ No: ☐	
1910.269 & Electrical Hazards Awareness	Yes: ☐ No: ☐	
MUTCD Traffic Control & Work Zone Safety	Yes: ☐ No: ☐	
Personal Protective Equipment	Yes: ☐ No: ☐	

EXPERIENCE (FILL IN APPROXIMATE TOTAL TIME IN EACH AREA):

	YEARS
Underground Distribution	
Overhead Distribution	
15 kV Gloving	
34.5 kV Gloving	
Pole Setting	
Meter Installation	
Live Line Tree Trimming	
Hot Sticking/Insulated Tools	
Substation Construction	

CDL/OPERATOR LICENSE STATE: _____ CLASS: _____ EXPIRATION DATE: _____
 YES: ☐ NO: ☐

MEDICAL (D.O.T.) CARD: YES: ☐ NO: ☐ EXP. DATE: _____

I certify that the above information is correct to the best of my knowledge:

COMPANY SIGNATURE: _____

TITLE: _____ DATE: _____