

**AFFIDAVIT OF COMPLIANCE**

I HEREBY AFFIRM that I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_, and the duly authorized representative of [name of business] \_\_\_\_\_.

I am over 18 years of age, of sound mind, capable of making this affidavit, personally acquainted with the facts stated in it, and I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I ACKNOWLEDGE that, in accordance with the Fair and Accurate Credit Transactions Act (FACTA), the City of Austin is required to ensure that the activities of service providers who provide the City services related to covered accounts under FACTA are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

I FURTHER AFFIRM that the aforementioned entity has in place reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

Signed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who being by me duly sworn, stated that the contents of this affidavit are true and correct.

SWORN TO AND SUBSCRIBED before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

|   |  |
|---|--|
| <b>Austin Energy Data Handling Controls</b> |  |
| Rev. No.: 2.0                               | Date: October 5, 2018                        |
| Owner: Enterprise Information Security      | Category: Information Security               |
| Author: Michael Goin                        | SME: Mike Goin, AE Risk Management, AE Legal |
|   | Doc Type: Contract Exhibit                   |

## CONTENTS

|   |   |
|---|---|
| Contents .....  | 1 |
| 1. Data Handling Controls: Security Directives and Requirements .....   | 2 |
| 1.1. Contractor Responsibilities regarding treatment of City Data ..... | 2 |
| 1.2. Location Parameters .....  | 2 |
| 1.3. Specific Security Directives .....                                 | 2 |
| 1.4. Data Disposition .....   | 3 |
| 1.5. General Compliance Requirements .....                              | 3 |
| 1.6. Logging/Auditing Requirements .....                                | 4 |
| 1.7. Media Reuse.....   | 5 |
| 1.8. Security.....  | 5 |
| 2. Data Handling Controls: Additional Compliance Requirements .....     | 6 |
| 2.1. Contractor Practices.....  | 6 |
| 2.2. Security Incident Reporting Procedures .....                       | 8 |
| 2.3. Remediation .....  | 8 |
| 2.4. Recovery.....  | 9 |
| 2.5. Lessons Learned .....  | 9 |



# 1. DATA HANDLING CONTROLS: SECURITY DIRECTIVES AND REQUIREMENTS

## 1.1. Contractor Responsibilities regarding treatment of City Data

- 1.1.1. The City requires that controls (“Data Handling Controls” or “DHC”) be in place to manage risk to the confidentiality, integrity and availability of City Confidential Information in any form in the care, custody or control of Contractor. These Data Handling Controls represent a minimum standard for protection. Additional controls required under applicable laws, regulations, or standards governing specific forms of data (e.g., health information, credit cardholder data) may also apply.
- 1.1.2. Contractor agrees to comply with these Data Handling Controls in performing the Services (including information technology-based Services) and in providing the Deliverables under the Contract. Contractor accepts all responsibility and liability for the security, integrity and protection of all City Data in its custody or control, including but not limited to when City Data is received, transmitted, processed, stored, backed up, archived, returned, or as occurs otherwise during performance of Services, including that involving a subcontractor. Contractor agrees that any damages or liability arising from any violation of these Data Handling Controls, including damage to City Data as well as all work to restore City Data and its integrity, are Contractor’s responsibility. Contractor agrees that compliance with these Data Handling Controls is not an affirmative defense to any losses, disclosures, corruption or other damage to City Data which may occur for which Contractor is responsible, as Contractor acknowledges and agrees that there may be situations for which the Data Handling Controls may be inadequate to reasonably protect City Data as a project matures during the term of the Contract, and Contractor agrees to use appropriate additional measures in its reasonable judgment to protect City Data in such situations.

## 1.2. Location Parameters

- 1.2.1. The authorized geographical data center region for the storage and processing of City Data under this Contract is the contiguous United States.
- 1.2.2. Contractor may utilize non-US based personnel but must ensure that City Confidential Information cannot be stored, viewed, downloaded, or transported outside the contiguous United States.

## 1.3. Specific Security Directives

- 1.3.1. For access to City Data, Contractor must ensure that only the minimum amount of rights is granted to an Authorized Person as required to perform Contractor’s contractual duties.

- 1.3.2. Unless otherwise approved by the City in advance, in writing, Contractor must encrypt all City Confidential Information. Only an Authorized Person within the Secure Service Area may view unencrypted City Confidential Information.
  - 1.3.2.1. Contractor employees and subcontractors who have provided written certification showing they meet the minimum requirements of these Data Handling Controls are allowed to view unencrypted City Confidential Information if necessary to provide the Services.
  - 1.3.2.2. The Secure Service Area shall be designed in such a way as to prohibit the unauthorized viewing, modification, or destruction of any unencrypted City Confidential Information (including any image). Contractor may not remove City Confidential Information from the Secure Service Area unless approved by the City in advance in writing.
- 1.3.3. Unencrypted City Confidential Information may not be stored on any Contractor or subcontractor Endpoint Device.
- 1.3.4. Contractor must have in place its own internal security program that includes policies using applicable industry best practices. Contractor will provide documentation of these policies and procedures within ten business days of written request by the City.
- 1.3.5. Contractor must detach all removable storage media containing City Confidential Information from any device when not in use and store the media in Contractor's physically-secure location.
- 1.3.6. Contractor must ensure that only an Authorized Person may access devices containing City Data.

#### **1.4. Data Disposition**

- 1.4.1. Contractor agrees to return all City Data obtained under this Contract (including this DHC) or otherwise in its care, custody or control to the originating City department, and to delete any remaining copies from Contractor's storage/production/use/possession at the end of the engagement, including:
  - 1.4.1.1. as stated in any scope of work and/or
  - 1.4.1.2. at City's request, or upon
  - 1.4.1.3. Contractor's failure to follow the compliance directives of this Data Handling Controls document.

#### **1.5. General Compliance Requirements**

- 1.5.1 Contractor's failure to comply with any provision of these Data Handling Controls is a material default under the Contract.



1.5.2 Contractor agrees that City or its authorized representatives may audit or review Contractor's compliance with these Data Handling Controls under Contract Section 0300, Paragraph 17, Audits and Records. Except in an emergency (including a Breach or Security Incident), such audit or review shall be conducted only during normal business hours and without disrupting normal business practice, and City shall provide reasonable advance notice of exercising its right of audit or review.

Audits or reviews may include, but are not limited to:

- system, security, application, operating system, and database logs;
- physical access logs at all data centers;
- data center location or ownership changes;
- access control procedures;
- procedures for the physical and digital destruction of media;
- environment changes that have the potential for outages;
- workplace inspections for compliance with these Data Handling Controls and review of any Vendor supplied documentation submitted to document/demonstrate compliance; and
- procedures for and evidence of routine testing and updating of systems to prevent against attacks.

## **1.6. Logging/Auditing Requirements**

1.6.1. Contractor must create system, security, application, operating system, and database logs:

- 1.6.1.1. when Contractor creates, reads, updates, or deletes City Data;
- 1.6.1.2. when Contractor initiates a network connection;
- 1.6.1.3. when Contractor accepts a network connection;
- 1.6.1.4. at user authentication and authorization, including failed access attempts;
- 1.6.1.5. for user login and logout;
- 1.6.1.6. when Contractor grants, modifies, or revokes access rights, privilege levels, and permissions, firewall rules, and user passwords;

- 1.6.1.7. when Contractor makes any system, network, or services configuration changes, including installation of software patches and updates, other installed software changes, operating system and Hypervisor activity;
  - 1.6.1.8. at application process startup, shutdown, or restart;
  - 1.6.1.9. in the case of any application process abort, failure, or abnormal end, especially due to resource exhaustion or reaching a resource limit or threshold (such as for CPU, memory, network connections, network bandwidth, disk space, or other resources), and in cases of failure of network services, such as DHCP or DNS, or hardware fault; and
  - 1.6.1.10. if contractor detects suspicious or malicious activity, such as from an Intrusion Detection or Prevention System (IDS/IPS), anti-virus system, or anti-spyware system.
- 1.6.2. Contractor will retain system activity logs (and make all such logs available to City) for a period of three years after final payment on this Contract, or three years after all forensic, audit and litigation matters are resolved, whichever is longer.
  - 1.6.3. Contractor will review all relevant security logs for anomalies for potential Security Incidents and forensic analysis.

## **1.7. Media Reuse**

- 1.7.1. Contractor must promptly Securely Erase all City Confidential Information from any permanent or non-volatile storage media:
  - 1.7.1.1. once immediate use of such media is no longer necessary,
  - 1.7.1.2. at City's request, or
  - 1.7.1.3. within 30 days of termination of the Contract.
- 1.7.2. For all endpoint and mobile devices containing City Data, Contractor agrees to utilize full disk encryption with pre-boot authentication methodologies to ensure all City Confidential Data is encrypted at rest.
- 1.7.3. Contractor shall Securely Erase all City Data by destructively overwriting all City Data to ensure that even deleted files cannot be recovered from the media.

## **1.8. Security**

- 1.8.1. Contractor must limit access to the Hypervisor to only those qualified and pre-approved staff who have job functions dedicated to performing work on the Hypervisor. All access logs to the Hypervisor must only be reviewed by qualified personnel approved by Contractor and City.



- 1.8.2. City retains ownership over all City Data.
- 1.8.3. Contractor must use industry best practices for encryption of City Confidential Information at rest and in transit.
- 1.8.4. Contractor will ensure that all electronic and physical access to City Data is secured. Contractor must verify the identification, authentication, and authorization of each user and their specific role and access level, and Contractor must immediately block all physical and electronic access to City Data for any terminated employee.
- 1.8.5. Contractor must use due diligence to evaluate and respond to potential Security Incidents and events that create suspicions of unauthorized disclosure, modification, or destruction of City Data. The response must restore the confidentiality, integrity, and availability of the environment(s) compromised or potentially compromised, and establish root causes and remediation steps and determine the nature and extent of the event. If Contractor determines that there has been a Security Incident involving City Data (including City Confidential Information), Contractor shall report such Security Incident to the City PM within four (4) hours of determination.
- 1.8.6. Upon written request, Contractor shall make its then current key management policy for encryption keys and certificates available to the City within 10 business days.

## **2. DATA HANDLING CONTROLS: ADDITIONAL COMPLIANCE REQUIREMENTS**

### **2.1. Contractor Practices**

- 2.1.1. In addition to any other requirements of these Data Handling Controls, Contractor agrees it shall maintain and enforce its own reasonable and adequate security procedures during the term of the Contract for the protection of City Data, which procedures must be designed to protect City Data (especially City Confidential Information) and the hosting environment from a Security Incident, including using Contractor's best efforts to avoid the unauthorized access, modification or loss during transmission and storage, including the use of data encryption techniques described herein.
- 2.1.2. Contractor confirms that all use, transmission, storage, and destruction of City Confidential Information shall be in strict accordance with all terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 2.1.3. Contractor agrees that City may conduct, at no extra cost to City, network penetration tests of all systems at Contractor's facilities used for the processing,

storage or transmission of City Data. City may also, at its discretion, contract out penetration testing services to a third party. City shall provide reasonable notice of each network penetration test and shall conduct each network penetration test at reasonable times. If, following any testing, vulnerabilities are identified, Contractor shall promptly document Contractor's remediation action plan and provide it to the City PM within three business days, including at a minimum:

- 2.1.3.1.1. nature of the vulnerability including scope and breadth,
  - 2.1.3.1.2. potential impact to service of vulnerability and subsequent mitigation,
  - 2.1.3.1.3. summary of mitigation, and
  - 2.1.3.1.4. known or suspected loss of City Data and ability to recover; and
- 2.1.3.2. implement the remediation action plan not later than three business days after delivery of the plan unless otherwise approved by City in writing. The implementation of remediation activity must be communicated to and approved by the City in advance, ensuring the avoidance of unplanned outages; and
- 2.1.3.3. provide City with written documentation and reports on the status of all modifications to correct such vulnerabilities, including interim and final reports.
- 2.1.4. Contractor shall perform appropriate background checks on its employees and subcontractors with access to City Confidential Information.
- 2.1.5. Contractor shall prohibit access to City Confidential Information for Contractor employees and subcontractors who fit into any of the following classifications:
- 2.1.5.1. Anyone who has been convicted of a felony offense;
  - 2.1.5.2. Anyone who has been convicted of a misdemeanor offense related to computer security, theft, fraud or violence; or
  - 2.1.5.3. Anyone who is currently awaiting trial for any of the above-stated offenses.
- 2.1.6. The COA CISO may, at any time in writing, require Contractor's employees and subcontractors to submit to additional background checks. Continued access to City Data, including City Confidential Information, and secured facilities shall be contingent on the Contractor's employee's agreement to submit to a background check and the results of the background check. Refusal shall be grounds for immediate termination of the User ID and password, and where applicable, access to COA premises and networks, and any ID badge issued shall immediately be decommissioned.



## 2.2. Security Incident Reporting Procedures

- 2.2.1. Contractor must telephone the City PM and e-mail [AE-Exec-Info-Sec@austinenergy.com](mailto:AE-Exec-Info-Sec@austinenergy.com) within four business hours of when Contractor discovers, is notified of, or otherwise has knowledge of any Security Incident. Contractor must include the following information in the report emailed:
  - 2.2.1.1. person reporting the Security Incident ;
  - 2.2.1.2. person who discovered the Security Incident;
  - 2.2.1.3. date and time the Security Incident was discovered;
  - 2.2.1.4. nature of the Security Incident;
  - 2.2.1.5. actions taken and by whom;
  - 2.2.1.6. involved system and possible interconnectivity with other systems;
  - 2.2.1.7. description of the information lost or compromised, or potentially lost or compromised;
  - 2.2.1.8. storage medium from which information was lost or compromised;
  - 2.2.1.9. controls in place to prevent unauthorized use of the lost or compromised information;
  - 2.2.1.10. number of individuals potentially affected;
  - 2.2.1.11. whether law enforcement or other external agencies were involved for any reason and, if so, those contacted; and
  - 2.2.1.12. any other relevant information pertaining to the Security Incident.
- 2.2.2. Within four hours of discovering the Security Incident, the Contractor shall contain the Security Incident.
- 2.2.3. Contractor shall investigate (with City's participation, if so desired by City) the Security Incident, perform a root cause analysis, and create and provide to the City a remediation plan within seven days of becoming aware of the Security Incident.

## 2.3. Remediation

- 2.3.1. As soon as practicable, and at no additional cost to the City, Contractor will remedy the source of the Security Incident, as required by the remediation plan.
- 2.3.2. The Contractor shall reimburse the City for all costs to City associated with the Security Incident.

## 2.4. Recovery

- 2.4.1. Within seven days of completing the remediation plan, Contractor must provide the City reasonable written assurance declaring full system recovery, signed by an executive with proper authority, attesting that the Security Incident is remediated and shall not recur.

## 2.5. Lessons Learned

- 2.5.1. Contractor shall, at no cost to the City and as part of the Services, update policies, procedures, or enforcement methods in a manner designed to prevent similar Security Incidents from recurring and provide summary of updates to City within 14 days of declaring full system recovery.

## 3. Definitions

- 3.1.1. **Authorized Person** – Contractor personnel (including subcontractor personnel) located in the contiguous United States having successfully completed the required background check and related requirements of the Contract
- 3.1.2. **City Project Manager or City PM** – City of Austin project manager, or their designee, assigned to this Contract
- 3.1.3. **City Data** - data or information (in any form) regarding the City or its customers that is created, collected, provided, obtained, or otherwise made available in connection with this Contract to an Authorized Person. City Data may be either non-confidential information or City Confidential Information.
- 3.1.4. **City Confidential Information** – includes: (A) information provided by City that is marked or identified as confidential, (B) information of City including software, computer programs, documentation, processes, procedures, techniques, technical, financial, customer, personnel and other business information of a non-public nature that would reasonably be understood to be confidential whether or not marked or identified as confidential, (C) information generated by Contractor (or subcontractor) that contains, reflects, or is derived from confidential information, (D) Personal Identifying Information, (E) Sensitive Personal Information, and (F) all other information made confidential by federal, state or local law or regulation. City Confidential Information is a subset of City Data.
- 3.1.5. **Data Center Region** – means the authorized geographical region for the storage and processing of City Data, and is presently only the contiguous United States.
- 3.1.6. **Data Handling Controls** – this document
- 3.1.7. **Endpoint Device** – Any network-capable computer hardware device including, but not limited to desktop computers, laptops, smart phones, tablets, thin



clients, printers or other specialized hardware such as POS terminals and smart meters.

3.1.8. **Hypervisor** – a piece of computer software, firmware or hardware that controls the flow of instructions between guest Operating Systems and the physical hardware such as CPU, disk storage, memory, and network interface cards within a virtual environment

3.1.9. **Personal Identifying Information (“PII”)** – means any information that, either alone or in conjunction with other information, identifies an individual, including an individual’s:

3.1.9.1. name, social security number, date of birth, or government-issued identification number;

3.1.9.2. mother's maiden name;

3.1.9.3. unique biometric data, including the individual's fingerprint, voice print, and retina or iris image; or

3.1.9.4. unique electronic identification number, address, or routing code

3.1.10. **Sensitive Personal Information (“SPI”)** – means

A. an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:

(i) Social Security Number;

(ii) Driver’s License Number or government-issued ID; or

(iii) an individual's account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account, or

B. information that identifies an individual and relates to the physical or mental health or condition of the individual, or the provision of health care to the individual.

C. SPI does not include publicly available information.

3.1.11. **Securely Erase** – secure deletion of any information, including a recognized destructive delete algorithm, for example, at least seven overwrites with pseudorandom data or at least seven overwrites with zeroes

- 3.1.12. **Security Incident** – any actual or potential unauthorized disclosure of, or unauthorized access to, City Confidential Information; or a violation or imminent threat of violation of computer security policies, acceptable use policies, or compliance requirements under these Data Handling Controls; or violation or imminent threat of violation of industry standard security practices
- 3.1.13. **Secure Service Area** – a physically and electronically secured area, with secure communications, within Contractor’s facility where unencrypted City Confidential Information is secured from unauthorized access



EXHIBIT C  
Network Connection Agreement  
Austin Energy Network and Systems Access  
PART I

This Network Connection Agreement for Network and Systems Access ("Agreement") is entered into, by and between AUSTIN ENERGY, the Electric Utility Department of the City of Austin ("Austin Energy")

and

Contractor ("Consultant" or "Company").

Part II of this Agreement sets forth the terms and conditions under which Austin Energy is willing to permit Consultant access to Austin Energy's corporate computer network (the "Network") and one or more Austin Energy information and computer systems (the "Systems").

Austin Energy has, at substantial cost, developed the Network and Systems to provide information services to itself and other City of Austin departments. The Network and Systems perform vital functions for these departments. The unwarranted or unauthorized access or use of the Network or Systems could put Austin Energy and these departments at significant risk of damage, including power plant power outages, interruption of electric utility service, interference with statewide power grids, danger to life and property, destruction of data, and the unwanted disclosure of sensitive or private information.

Consultant (and/or its subcontractors) has requested access to some or all of the Austin Energy Network and Systems, to facilitate the performance of its obligations to Austin Energy relative to the following project or contracted service:

QUALITY MONITORING SERVICES FOR UTILITY CONTACT CENTER

For the purpose of clarification, the terms of this Agreement apply to the Consultant's access or Consultant's subcontractors' access to Austin Energy via Anywhere Outside Connect (AOC). "Consultant" includes Consultant's subcontractors wherever that term is used in this Agreement.

Austin Energy is willing to permit such access based on the level of risk to Austin Energy's physical and information assets and Consultant's assurance that it will abide by the terms and conditions as defined in Part II of this Agreement, as evidenced by its signature in Part II Section 10.



# Network Connection Agreement

## Austin Energy Network & Systems Access

### PART II: Terms and Conditions

#### 1. SCOPE OF ACCESS

Consultant shall use this access to the Network and Systems solely for the purpose of performing services associated with the project or contract at Austin Energy as specified in Part I of this Agreement. Consultant shall limit its access to the means and method approved by Austin Energy, as further described below in Section 6, *Specific Connections*.

Austin Energy may terminate or otherwise curtail Consultant's access to the Network or Systems at any time without notice to Consultant. However, Consultant will be relieved of any obligation to perform implementation or services as required by Austin Energy to the extent the termination was without cause, and access by Consultant was necessary to perform such obligation.

Consultant shall comply with the terms and conditions set forth in this Agreement, and with any security procedures, guidelines or alerts issued by Austin Energy from time to time. Austin Energy may, upon written notice to Consultant, require modification or supplementing of any of the terms and conditions contained in this Agreement, and Consultant agrees to abide by those terms.

#### 2. DEFINITIONS

|                                   |  |
|-----------------------------------|--|
| <b>Computer system</b>            | The complete, working computer. Includes not only the computer, but also any software and peripheral devices that are necessary to make the computer function.   |
| <b>Information System</b>         | The business application that operates on a computer system. Includes the database, application programs, and machine procedures.  |
| <b>Network</b>                    | The system that transmits any combination of voice, video and/or data between users. Includes all supporting hardware, such routers and switches, the cables connecting them, client and server machines, and network operating systems.                                   |
| <b>Consultant Executive</b>       | Consultant's executive who is authorized to and signs this legally binding agreement. This executive is expected to be the Company's President, a Vice President, Legal counsel, or equivalent role.   |
| <b>Consultant Delegated Agent</b> | Consultant's point of contact to Austin Energy who administers the day-to-day operations of the project/program, such as Program Manager or Team Supervisor. Written notice is required for replacements (see Section 7, <i>Delegation of Authority</i> for requirements). |

### **3. CONSENT TO MONITORING**

Austin Energy may monitor and record any access to the Network and Systems at any time without notice to Consultant. Consultant consents to this monitoring and recording, and Consultant will ensure that all persons obtaining access to the Network and Systems through Consultant consent to this monitoring and recording.

### **4. CONSULTANT RESPONSIBILITIES**

#### **4.1 Consultant Personnel**

Consultant shall limit access to the Network and Systems to those employees of Consultant ("Consultant Personnel") who need to have such access. Consultant shall provide a copy of this Agreement to all Consultant Personnel requiring remote access and shall require each person to review and sign the individual Consultant Remote Access Request form acknowledging such. Consultant agrees it shall be entirely responsible for the acts and omissions of any person to whom it authorizes access.

#### **4.2 Login IDs and Security Tokens**

##### **4.2.1 Personal Token Login IDs**

Austin Energy may elect to issue a personal Login ID and security token to authorized Consultant Personnel to be used during login. Consultant Personnel assigned a token are responsible to keep said token secure. Only the authorized individual is permitted to use his or her assigned Login ID and token passcode.

Austin Energy may request the return of the token at any time. A fee of \$100 will be paid by the Consultant if the token is not returned or, upon return, is not in working order.

##### **4.2.2 Shared Token Login IDs**

Austin Energy may assign a shared Login ID to a pool of Consultant Personnel who are authorized to access Austin Energy Systems for the purpose of intermittent technical support. A shared security token for the Consultant Personnel shall be issued to an authorized Austin Energy contact, who shall serve as the token custodian. Consultant must contact the Austin Energy token custodian in order to gain a passcode for single session access.

#### **4.3 Consultant Systems**

Consultant shall be responsible for all systems that Consultant uses to access the Network and Systems. Consultant shall ensure that its systems include up-to-date antiviral software reasonably acceptable to Austin Energy to prevent viruses from reaching the Network and Systems through Consultant's systems. Consultant shall take reasonable precautions to prevent unauthorized access to the Network and Systems through Consultant's systems.

Consultant assumes full responsibility for any systems it uses to access the Network or Systems, notwithstanding a specification or direction from Austin Energy. Consultant is expected to back up its own files, maintain firewalls, and take such other precautions as will minimize the impact of any malfunction or computer error on its own systems.



#### **4.4 Notice of Breaches**

Consultant shall IMMEDIATELY notify Austin Energy upon learning of any security breach by contacting the Austin Energy Technology Control Center at (512) 322-6077 and the Austin Energy contact person identified in the Agreement (by phone or e-mail). Consultant shall communicate the nature of its access and the nature of the security breach. In addition, Consultant shall, within 24 hours of the security breach, notify the Austin Energy contact person by written notice as described in Section 8, *Notices and Contacts*.

As used in this Section 4.4, the term "security breach" means any actual or threatened unauthorized access to the Network or the Systems, or to the details or specifications that would enable another individual to gain access, or to any information or data obtained during access. By way of examples, (1) knowledge that a specific Login ID has been published or otherwise made available to an unintended recipient constitutes a security breach, or (2) knowledge that an individual might have copied Austin Energy files, without the express permission of Austin Energy, or that an individual might have used access to the Network or Systems for any purpose other than that described in Section 1, *Scope of Access*, constitutes a security breach.

Consultant shall cooperate fully with Austin Energy to investigate any security breach and to take such steps as to minimize the impact thereof.

#### **4.5 Third-Party Software**

Access to the Network and Systems may involve access to software or other technology licensed by Austin Energy or other City departments from third parties. Consultant will use such software or technology for the sole purpose described in Section 1, *Scope of Access*, and shall comply with all restrictions applicable to that software and technology.

#### **4.6 Transmission of Harmful Material**

Consultant will not transmit nor permit the transmission of any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material through the Network and Systems. Consultant acknowledges that Austin Energy intends to cooperate fully with law enforcement, regulatory, or judicial investigations of any access to the Network and Systems. This cooperation can include disclosure of the identity of, and the information transmitted or received by, persons accessing the Network and Systems.

#### **4.7 Security Audits**

In addition to, and without limiting, any rights contained in the Agreement, Austin Energy, at its sole expense, may conduct security audits of Consultant's access and of any Consultant systems that have access to the Network and Systems. These audits can include (1) an inspection of Consultant's systems and environment, (2) a review of Consultant's security procedures, and (3) an execution of security tests to verify system integrity. Consultant will immediately resolve any material issues identified through these audits.

#### **4.8 Removal of Data**

Consultant shall not retain copies of any data or information (including Third-Party Software) obtained from access to the Network and Systems, except as expressly permitted by Austin Energy in writing. Upon Austin Energy's request, Consultant shall promptly return such data and information to Austin Energy or destroy it as directed by Austin Energy, and so certify the same to Austin Energy in writing.

## **4.9 Confidentiality**

All details, specifications, and other information regarding Consultant's access to the Network and Systems, including, but not limited to, all Login IDs and any information obtained as a result of access to, the Network and Systems, shall be deemed "Confidential Information" of Austin Energy.

Consultant agrees that it will not use, disclose, publish, or otherwise divulge to any third party either during or after the termination of this Agreement or permit its officers or employees to so divulge any Confidential Information of Austin Energy without prior written consent of Austin Energy. Consultant shall employ no less stringent procedures than the procedures used to protect its own confidential data. If disclosure to a third party, such as an auditor, is required, the third party is required to first sign a confidentiality agreement with the owner of the confidential information.

## **5. DISCLAIMER**

ACCESS TO THE NETWORK, THE SYSTEMS AND ANY SOFTWARE OR EQUIPMENT PROVIDED THEREWITH IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Nothing in these terms and conditions shall be construed as granting Consultant a right of access to the Network or Systems, a right to access the premises of Austin Energy, or a right to use any software or equipment provided therewith without express permission from Austin Energy.

## **6. SPECIFIC CONNECTIONS**

### **6.1 Conditions for Client Connections**

Consultant agrees that it or any of its associated affiliates, subsidiaries, or subcontractors is prohibited from directly accessing or connecting to the Network from any non-U.S.-based remote access or connection point, and agrees any such connection constitutes an immediate violation of this Agreement such that Austin Energy shall immediately sever any such access without liability or legal exposure of any sort.

Unless otherwise authorized by Austin Energy, all remote access for support or monitoring purposes shall go through Austin Energy's secure corporate remote access solution.

All access to the Network and Systems shall be strictly limited, both physically and technologically, to that which is necessary to perform the permitted tasks.

### **6.2 Conditions for Cyber Security Adherence**

Consultant agrees to comply with Austin Energy Consultant/Vendor Acceptable Use Policy (attached as Appendix) and any other mutually agreed upon cyber security requirements defined in this Agreement or other contract.

Consultant is responsible for implementing antivirus software and updating virus signatures on a regular basis (at least monthly) and for implementing applicable system security software updates. Such updates shall be applied within a reasonable period after software release, availability or written notification, not to exceed 30 days. In the event of serious network security incident or breach deemed by Austin Energy Information Security, Consultant may be required to immediately apply updates or to disconnect from the Network at Austin Energy's request.

Consultant shall immediately notify Austin Energy, as described in Section 4.4, upon discovery of any security incident. Security incidents include but are not limited to, virus, network intrusion, or other event on Consultant's computer network that could affect the Network or system or data contained therein. During such incidents, Consultant shall immediately disconnect the computer network connection, either at the request of Austin Energy or as Consultant deems appropriate to protect the Network, the Systems, or data.

## **7. DELEGATION OF AUTHORITY**

Consultant Executive shall delegate a Consultant Delegated Agent who shall be responsible for reviewing and approving individual Consultant Personnel requests for remote access as defined in this Agreement. All Consultant Personnel connections are subject to Austin Energy consent, and subject to continued compliance with this Agreement.

The Consultant Executive or Delegated Agent may designate a replacement by providing written notice to the Austin Energy contact named in this Section 8, *Notices and Contacts*.

## **8. NOTICES AND CONTACTS**

Unless otherwise provided above, all notices and contacts regarding remote access to the Network or Systems shall be made to the following:

If to Austin Energy:

Austin Energy  
721 Barton Springs Rd  
Austin, Texas 78704  
Attn: Michael Goin  
E-mail: Michael.Goin@austinenergy.com  
(512) 322-6076

If to Consultant:

[Consultant Company name]  
[Company Address]  
[City, State Zip]  
Attn: [Consultant Delegated Agent]  
E-mail: [xxxxxxx@xxx.com]  
[(area) xxx-xxxx]

All written notices must be delivered by hand-delivery, nationally recognized overnight courier, or U.S. mail and sent in a manner that provides confirmation of receipt. Where immediate notice is specifically required, notices shall be communicated first by telephone and followed up by e-mails, and then by written notice.

Either party may change its contact by providing written notice to the other using the above contact information.



## **9. SURVIVAL; MISCELLANEOUS**

This Agreement and its provisions shall survive the expiration or termination of the project implementation or contracted service for so long as necessary as to carry out the intent of this Agreement. No act or omission on the part of Austin Energy shall be construed as a waiver of the terms and conditions contained in this Agreement unless in writing signed by Austin Energy, and no waiver in any particular instance shall act as a waiver in any future instance unless so stated in the writing.



## **Appendix to Network Connection Agreement Austin Energy Consultant/Vendor Acceptable Use Policy**

### **1 PURPOSE**

The purpose of this policy is to establish guidelines and minimum requirements governing the acceptable use of Austin Energy (AE) information technology resources and remote access connections provided to vendors and consultants as part of a contract agreement.

This policy is in addition to any mutually agreed upon cyber security requirements as defined by contract or connection agreement.

### **2 USER RESPONSIBILITIES**

- 2.1 Be accountable for all activity conducted under the user's login or e-mail account.
- 2.2 Take all reasonable precautions to prevent the unauthorized use of workstations and laptops by unauthorized individuals.
- 2.3 Lock the keyboard or use a password-enabled screen saver whenever you leave your workstation or laptop to protect your account from unauthorized access.
- 2.4 Ensure up-to-date virus protection is installed and activated on any information technology system that is connected to the AE information technology systems.
- 2.5 Communicate data security needs of information under your purview to your AE Customer Relationship Manager or Project Manager.
- 2.6 Save all AE business data to authorized AE drives or AE-approved disk storage.
- 2.7 Follow all security requirements as specified in the contract and/or connection agreement approved by AE and the authorized consultant/vendor company representatives.
- 2.8 Use information technology resources efficiently and productively.
- 2.9 Do not download and/or install non-authorized software on AE information technology resources.
- 2.10 Be courteous and follow accepted standards of etiquette for e-mail communication.

### **3 GENERAL STATEMENT OF THE POLICY**

- 3.1 The use of AE Internet, e-mail and information technology systems must be related to, and for the benefit of City of Austin government and/or AE business.
- 3.2 All on-line communications, such as e-mail messages (and attachments) and postings to various on-line discussion groups and forums, are subject to the same laws, regulations, policies, and other requirements as information communicated in other written forms and formats. This includes proper business correspondence practices and other appropriate use policies for AE equipment and systems.
- 3.3 Network resources must be used responsibly to avoid creating a negative impact on others who share those same resources (see section *11 Resource Considerations*).



## **4 IMPLEMENTATION**

### **4.1 Security**

- 4.1.1 Because the Internet and its tools adhere to open and documented standards and specifications, it is inherently an unsecured network that has no built-in security controls.
  - 4.1.1.1 Avoid including confidential and sensitive information in e-mail and on-line communications unless proper, formalized security precautions have been established and are used (such as, encryption).
  - 4.1.1.2 Protect privileged or confidential information whenever intentional, inappropriate, or accidental disclosure of the information might expose AE or an individual to loss or harm.
- 4.1.2 Protect your password. Passwords must not be shared with anyone, including managers.
- 4.1.3 Authorized AE information technology staff reserve the right to access your password information and change it through legitimate means for business or security reasons.
- 4.1.4 Remote access connections shall be through Secure Shell (SSH) that provides encryption to protect the transferred information and authentication that the target remote system is correct. Telnet use for remote access is prohibited.

### **4.2 Privacy**

Users acknowledge that they have no legitimate expectation of privacy when using AE resources as follows:

- 4.2.1 All electronic files and data developed under contract are the property of AE, regardless of their physical location or the form in which they are maintained. These files and data may be used, stored and disclosed at AE's discretion.
- 4.2.2 Internet usage, e-mail, or other forms of electronic messaging are not considered personal or private when using AE resources.
- 4.2.3 AE has the right to access and disclose all messages, attachments, and other electronic data sent or received over the AE electronic mail system or stored in its files.
- 4.2.4 Any e-mail and attachments sent from or received under an AE e-mail account can be public records and are subject to the mandatory public disclosure requirements of the Texas Open Information Act, unless excepted by the Act.
- 4.2.5 AE ITT staff routinely monitors every connection to the Internet (including e-mail, Websites, and instant messaging) to ensure compliance with this policy.

### **4.3 Acceptable Use**

Acceptable uses of computer resources are those that conform to the purpose, goals, and mission of AE, to each user's job duties and responsibilities according to contracted services between AE and the consultant or vendor. The following list, although not all-inclusive, provides some examples of acceptable uses:



- 4.3.1 Accessing computer systems and resources to perform work required to fulfill contractual obligations
- 4.3.2 Communications and information exchanges directly relating to the mission, charter, and work tasks of AE including e-mail in direct support of work-related functions or collaborative projects.
- 4.3.3 Communications with vendors of products used or being considered for use by AE, either to investigate use of their product or to receive help in using their product.
- 4.3.4 Research and information gathering in support of AE.

#### **4.4 Unacceptable Use**

Unacceptable use can be defined as activities that do not conform to the purpose, goals, and mission of AE and to each user's job duties and responsibilities as contracted between AE and the consultant or vendor. Any questionable computer usage should be avoided. When in doubt, seek clarification with AE management prior to pursuing the activity.

AE computers, e-mail, and/or Internet or remote access connections cannot be used to perform any of the following activities:

- 4.4.1 Seek or gain unauthorized access to AE or City of Austin network resources or Internet or intranet resources. Provide a means of unauthorized access to any AE or City of Austin resources.
- 4.4.2 Destroy the integrity of computer-based information.
- 4.4.3 Compromise the privacy and/or security of users.
- 4.4.4 Disrupt the functions of AE and/or City of Austin networks or other computer resources, including, but not limited to, propagation of worms or viruses or other debilitating programs.
- 4.4.5 Circumvent legal copyrights or trademarks or participate in their infringement.
- 4.4.6 Conduct or promote commercial or private/personal business enterprises or products.
- 4.4.7 Support or solicit on behalf of groups, organizations, or such that are not related to AE or City of Austin or engage in political lobbying.
- 4.4.8 Transmit unsolicited commercial information (such as junk mail or advertising). Issue or propagate unsolicited e-mail or bulk e-mail.
- 4.4.9 Listen to, view, or download audio or video files for entertainment or leisure activities unless authorized by the appropriate AE project manager or supervisor.
- 4.4.10 Transmit material that may be deemed offensive to its recipient. View, transmit, or receive sexually explicit material. Advocate racial, ethnic, religious, or gender-based slurs.
- 4.4.11 Threaten or harass others. Contribute to the harming of minors.
- 4.4.12 Conduct or participate in illegal or fraudulent activity. Commit forgery or impersonation.



## **4.5 Remote Access**

- 4.5.1 Remote access is a privilege, not a right. Any violation in its use can result in access being terminated.
- 4.5.2 Do not share connection information, such as passwords, phone numbers, encryption keys or software, with anyone.
- 4.5.3 Follow all Terms and Conditions of the Network Connection Agreement approved by AE and the authorized consultant/vendor company representatives.

## **4.6 Wireless Network/Access**

- 4.6.1 Wireless connections to the AE network are expressly prohibited unless sanctioned by AE Information Technology Infrastructure Management.
- 4.6.2 Wireless home networks are not allowed to be connected to AE's network.

## **4.7 Resource Considerations**

The following policies relate to activities that can negatively affect network performance and resources:

- 4.7.1 Only approved staff within AE are permitted to broadcast messages to all AE employees at once. Contact the AE Technology Control Center if such notifications are needed.
- 4.7.2 Delete unnecessary messages and attachments on AE e-mail accounts, according to AE record retention requirements. Contact the AE Records Coordinator for the appropriate workgroup for more information.
- 4.7.3 Whenever possible, avoid sending e-mails with 100kb or larger document attachments. For internal correspondence, when possible, place the document in a shared location and link it in the e-mail. For external correspondence, it is preferable to use FTP to transfer large files.
- 4.7.4 Limit downloading large files to a time after normal business hours at both local time and the time at the remote site. Users must be knowledgeable about the network and desktop resource requirements for the transfer.
- 4.7.5 Only subscribe to very active mailing lists, discussion groups or news groups if absolutely necessary to support a job duty or assignment. A high volume of messages can impact your time, network resources, and file storage requirements.
- 4.7.6 Avoid downloading music or videos to AE's resources for entertainment purposes. These programs can have virus, copyright and bandwidth issues.



# EXHIBIT D

## Street and Nightwatchman Light Vegetation Management Labor Descriptions

| Labor Classification  | Requirements  |
|---|---|
| <b>Field Representative</b>                                   | <ul style="list-style-type: none"> <li>a. Primary duty to oversee, assist and train personnel when needed in vegetation suppression application and proper pruning practices, to make customer contact, and coordinate and execute the required utility line clearance vegetation management or right-of-way maintenance needed on specified projects issued by Owner.</li> <li>b. Meets all conditions and abilities required in subordinate positions.</li> <li>c. 12 months experience as a General Foreman and/or Owner and Contractor written approval.</li> <li>d. Registered as a Certified ISA Arborist.</li> <li>e. Ability to instruct Contractor crews on Owner's pruning specifications and work goals to ensure overall efficiency and cost-effectiveness of the program</li> </ul>  |
| <b>General Foreman Supervisory/ Management Classification</b> | <ul style="list-style-type: none"> <li>a. Meets all conditions and abilities required in subordinate positions.</li> <li>b. 12 months experience as a Foreman A, Contractor written certification verifying all requirements are met and Owner's written acceptance Primary duty to oversee, assist and train personnel when needed in all line clearance and vegetation suppression work and act as the Single Point of Contact for Austin Energy representatives for any crews under their supervision</li> <li>c. Broad knowledge of all climbing skills and vegetation suppression skills, as well as all other technical aspects (both mechanical and manual) of electrical line clearance operations.</li> <li>d. Working knowledge of all equipment associated with line clearance and vegetation suppression activities.</li> <li>e. Excellent people skills in order to work in partnership with the line clearance crews and vegetation suppression crews and to intelligently converse with customers</li> <li>f. Excellent communications skills with customers, crews, and Owner's personnel and able to convey explanations as to the procedures and techniques to be used.</li> <li>g. Familiar with the Contract</li> <li>h. Thorough knowledge of proper pruning techniques (natural and directional pruning) and the latest vegetation suppression tools and methods.</li> <li>i. Texas Department of Agriculture licensed category 5 pesticide applicator with a right-of-way subclass</li> <li>j. Good knowledge of and ability to interpret engineering drawings and maps and utilize the information to increase personnel and crew efficiency.</li> <li>k. Adept at efficient scheduling of crews and have adequate capabilities for keeping necessary records.</li> </ul> |
| <b>Working Foreman A</b>                                      | <ul style="list-style-type: none"> <li>a. Meets or exceeds all conditions and abilities required in subordinate positions</li> <li>b. 12 months of experience as a foreman B, Contractor written certification verifying all requirements are met and Austin Energy's written acceptance</li> <li>c. Assists in job training for less experienced climbers and bucket operators</li> </ul>  |
| <b>Working Foreman B (Sub-Foreman)</b>                        | <ul style="list-style-type: none"> <li>a. 18 months of experience as a tree trimmer and/or Austin Energy and Contractor written approval</li> <li>b. Meets or exceeds all conditions and abilities required in subordinate positions</li> <li>c. Communicates effectively verbally and in writing with customers, Austin Energy personnel, and others as may be needed concerning the work.</li> <li>d. Able to read a map and route crew(s) to work site in the most efficient manner</li> <li>e. Familiar with all Contractor and Austin Energy reporting procedures and able to take over a crew in an emergency</li> </ul>  |

|  |  |
|--|--|
| <p><b>Tree Trimmer<br/>Class A</b></p> | <ul style="list-style-type: none"> <li>a. 18 months of experience as a tree trimmer and/or Austin Energy and Contractor written approval</li> <li>b. Meets or exceeds all conditions and abilities required in subordinate positions</li> <li>c. Able to identify the majority of the predominant tree species in the geographical area and knows the basic characteristics of these trees</li> <li>d. Assists in job training of less experienced climbers</li> <li>e. Ability to effectively work portions of the tree that are overhanging the conductors.</li> <li>f. Good working knowledge of the chipper, split dump, and chain saws and other equipment essential to this position</li> </ul>  |
| <p><b>Tree Trimmer<br/>Class B</b></p> | <ul style="list-style-type: none"> <li>a. Qualified line clearance trimmer</li> <li>b. 12 months of experience as a tree trimmer and/or Austin Energy and Contractor written approval</li> <li>c. Meets or exceeds all conditions and abilities in subordinate positions</li> <li>d. Thorough knowledge of proper pruning technique (natural and directional pruning)</li> <li>e. Ability to safely ascend trees by use of the 3-point contact method and appropriate use of climbing spikes as appropriate</li> <li>f. Thorough knowledge of climbing skills, familiar with all uses of the ropes and knows how to tie the necessary knots for use in climbing and roping</li> <li>g. Able to perform the basic pruning and removal functions</li> <li>h. Safely and efficiently operates the equipment essential for this position, including a chain say and the chipper</li> </ul> |
| <p><b>Tree Trimmer<br/>Class C</b></p> | <ul style="list-style-type: none"> <li>a. 0-12 months experience as a tree trimmer and/or Austin Energy and Contractor written approval</li> <li>b. Basic knowledge of equipment used on the job site</li> <li>c. Knowledge of the basics of electricity</li> <li>d. Capable of operating chippers and chain saws safely</li> <li>e. Ability to climb and prune small trees</li> <li>f. Ability to learn proper pruning procedures and practices</li> <li>g. Knowledge of basic knots necessary for ground work</li> <li>h. Physical fitness capabilities to endure the demands of strenuous activities</li> <li>i. Drug free and able to pass the Contractor's drug screening test</li> </ul>   |

**\*Pre-Planner Labor Categories, only if required by Austin Energy**

|  |  |
|--|--|
| <p><b>*Pre-Planner Supervisor (Supervisory/ Management Classification)</b></p> | <ul style="list-style-type: none"> <li>a. Meets or exceeds all conditions and abilities required in subordinate positions.</li> <li>b. 12 months experience as a Pre-Planner, Contractor written certification verifying all requirements are met and Owner's written acceptance Primary duty to oversee, assist and train personnel when needed in all line clearance and vegetation suppression work and act as the Single Point of Contact for Owner representatives for any crews under their supervision</li> <li>c. Broad knowledge of all climbing skills and vegetation suppression skills, as well as all other technical aspects (both mechanical and manual) of electrical line clearance operations.</li> <li>d. Working knowledge of all equipment associated with line clearance and vegetation suppression activities.</li> <li>e. Excellent people skills in order to work in partnership with the line clearance crews and vegetation suppression crews and to intelligently converse with customers</li> <li>f. Excellent communications skills with customers, crews, and Owner's personnel and able to convey explanations as to the procedures and techniques to be used.</li> <li>h. Thorough knowledge of proper pruning techniques (natural and directional pruning) and the latest vegetation suppression tools and methods.</li> <li>i. Must have Texas Department of Agriculture licensed category 5 pesticide applicator with a right-of-way subclass.</li> <li>j. Must be registered as an ISA Certified Arborist</li> <li>k. Good knowledge of and ability to interpret engineering drawings and maps and utilize the information to increase personal and crew efficiency.</li> <li>l. Adept at efficient scheduling of crews and have adequate capabilities for keeping necessary records</li> </ul> |
| <p><b>*Pre-Planner</b></p>   | <ul style="list-style-type: none"> <li>a. 12 months experience in line clearance work, Contractor written certification verifying all requirements are met and Owner's written acceptance</li> <li>b. Effective written and oral communication skills.</li> <li>c. Understands the Contract with Owner and can adhere to it.</li> <li>d. Basic knowledge and understanding of electrical facilities operation within the Power Delivery system.</li> <li>e. Basic knowledge and identification of flora and fauna indigenous to the area.</li> <li>f. Skill in establishing and maintaining good working relationships with Owner's personnel, own company personnel and the public.</li> <li>g. ISA Certified Arborist preferred or ability to acquire within one (1) year from employment date unless otherwise approved by Owner in writing</li> <li>h. Texas Department of Agriculture licensed category 5 pesticide applicator with a right-of-way subclass within six (6) months of employment date, unless otherwise approved by Owner in writing</li> <li>i. Good knowledge of and ability to interpret engineering drawings and maps and utilize the information to increase personal and crew efficiency</li> <li>j. Strong negotiating skills.</li> <li>k. Good conflict resolution skills.</li> <li>l. Skills in planning and completing projects within the required time frame.</li> </ul>   |

## TREE PRUNING AND LINE CLEARANCE SPECIFICATIONS

### I. INTRODUCTION

These Tree Pruning Specifications and Requirements, together with the **American National Standards Institute ANSI A300, “Standard for Tree Care Operations”** (2017 Pruning Revision of ANSI A300 (Part 1)-2017, or subsequent revision), shall govern all pruning and/or removal of any plant or tree growth interfering with the safe operation of any City of Austin (Austin Energy) facility. Where any discrepancy or contradiction exists between this contract document and the ANSI standard, the requirements of the contract document shall prevail.

The primary goal for the line clearance tree pruning program is to maintain a safe and reliable electrical transmission and distribution system. These specifications and requirements prescribe arboricultural standards to ensure consistent tree pruning practices, and efficient, economical line clearance maintenance. They shall provide a basis for determining whether tree pruning is necessary or appropriate and shall dictate the arboricultural methods to be adhered to in the performance of the work activity described in this document.

Austin Energy is obliged and committed to compliance with the terms and conditions of City of Austin General Development Permit No. GP-17-0000.Austin EnergyU, and any subsequent extension or renewal. The Vendor shall be familiar with these terms and conditions and will ensure that no violations occur as a result of the Vendor’s actions.

All tree work shall conform to approved principles and techniques of modern arboriculture. Proper line clearance tree pruning shall direct tree growth away from electrical conductors and facilities, extend pruning cycles, and reduce the overall amount of future pruning work required. Austin Energy shall determine the appropriate distances between all plant or tree growth and electrical facilities. Because of the difficulty in developing line clearance tree pruning policies which would cover all circumstances, Austin Energy reserves the right to assess, on a case-by-case basis, any special situations where the strict application of these specifications and requirements might be impractical or inappropriate.

### II. PRUNING SPECIFICATIONS

The following specifications shall apply to all tree pruning unless otherwise specified herein. For the purpose of this line clearance tree pruning contract, a tree shall be considered to be a self-supporting woody perennial plant, having a trunk diameter of no less than two inches (2”) at maturity, measured at four and one-half (4-1/2) feet (Diameter at Breast Height, or DBH), with one (1) or more branches developing from the stem or trunk. Plants containing multiple trunks or stems, each of which exceeds two inches (2”) in diameter (DBH), will be considered to be one (1) tree when those stems originate from a common root crown, or are less than six inches (6”) apart.

- A) The most important technique in pruning a tree is the **collar cut**. This term refers to the final pruning cut to remove a limb just outside the raised portion (branch collar) of the branch junction with the trunk or another limb. A proper collar cut will minimize the exposed surface area of the cut surface. All limb or branch removals shall be performed using the collar cut method.
- B) Branches growing toward specified clearance areas should be reduced to lateral branches or removed to parent stems growing outside and/or away from the clearance area (see subclause 10.15 directional pruning) (ANSI A300-17-8.4.1)

## TREE PRUNING AND LINE CLEARANCE SPECIFICATIONS

- C) When a minimum clearance distance is required, a branch removal or reduction cut should be made beyond the specified clearance distance at a suitable branch union. (ANSI A300-17-8.4.2)
- D) When a reduction cut cannot be made to a suitable lateral branch, and to avoid an unnecessary large pruning cut at the parent stem, a heading cut should be considered. (ANSI A300-17-8.4.2.1)
- E) When frequent or excessive pruning is required to achieve objectives due to species, growth habit and/or location, alternatives such as relocation, treatment with growth regulators, or removal and replacement with an appropriate plant, should be considered. (ANSI A300-17-8.4.3)
- F) When removing a lateral branch at its point of origin on the trunk or parent limb, the final cut shall be made in branch tissue close to the trunk or parent limb, without cutting into the branch bark ridge or collar or leaving a stub.
- G) When removing a dead branch, the final cut shall be made just outside the collar of live tissue, If the collar has grown out along the branch stub, only the dead stub shall be removed. The live collar shall be left intact and uninjured.
- H) No stub and/or flush cuts shall be left on the trunk or supporting branch unless specifically requested by the property owner and specifically approved by Austin Energy, prior to the removal of branch or limb.
- I) Old stubs from prior stub cuts that have re-sprouted and re-grown into the electrical conductor clear area shall be removed to the branch collar of the stubbed-off limb, or may be pruned to a lateral limb, behind the stub, large enough to assume the terminal role, consistent with these pruning specifications and requirements.
- J) The three-cut method should be used in order to prevent ripping or peeling of the bark on the trunk or parent stem from which the limb is removed.
- K) When a leader, dominate or co-dominate stem is to be removed, it shall be removed back to a lateral limb or branch no less than one-third (1/3) of the diameter of the portion being removed.
- L) When removal of an entire lateral limb back to the branch collar on the parent stem would remove excessive branch tissue and foliage, and is not necessary to obtain the required line clearance, the leader of a lateral limb may be pruned to a lateral limb large enough to assume the terminal role. In making a thinning cut in this instance, the final cut shall be beyond the branch bark ridge of the crotch.
- M) All final lateral pruning shall be concluded at a branch collar on the supporting branches or trunks growing away from the electrical facility, so that the growth of the tree is directed away from electrical facilities (directional pruning).
- N) Directional pruning is used to redirect side growth away from the electrical facilities. Limbs growing towards the facilities are removed to appropriate limbs or trunk to train the tree away from the electrical facilities.
- O) Drop crotch pruning is used to reduce the height of a tree by removing dominant or co-dominant stems in the center of the crown of the tree and direct growth away from the electric lines overhead. This method of line clearance pruning is most often used when

## **TREE PRUNING AND LINE CLEARANCE SPECIFICATIONS**

the conductors are involved with the center of the tree crown. Limbs should be cut at the branch bark ridge, consistent with proper arboricultural techniques, as detailed in B) above.

- P) Regardless of season, all pruning cuts or other wounds to oak trees caused by Austin Energy operations, including freshly-cut stumps and damaged surface roots, should be treated **immediately** with paint to prevent exposure to contaminated insect vectors. Any type of paint (latex, oil-based, spray-on, brush-on, or wound dressing) will suffice. Wounds on oaks shall be treated before moving to another part of the tree, and prior to descending the tree. All oak stumps shall be painted with a tree wound dressing, as required on all oak wounds. No other tree species shall be painted unless specifically requested by the property owner, or directed by Austin Energy.
- Q) Rips and peels are not acceptable and shall be avoided, but if they occur, tree wound dressing may be applied, as a cosmetic treatment only. Tree wound dressing may be applied as a cosmetic treatment on large wounds.
- R) To help prevent the spread of oak wilt disease, all cutting tools (hand and powered) shall be surface disinfected with a seventy percent (70%) or higher solution of alcohol and water. Other disinfectants, such as Lysol, or 10% chlorine bleach (sodium hypochlorite) and water solution, or other Austin Energy approved disinfectant may be substituted. Disinfectants shall be applied prior to commencing any pruning on the job site, and immediately after pruning oaks suspected to be infected with oak wilt. Vendor shall follow guidelines of the City of Austin Oak Wilt Prevention Policy.

### **III. LINE CLEARANCE**

Line clearance distances attained during tree pruning operations shall vary depending on the power line voltage and the type of trees encountered. Higher voltage power lines require greater clearances. Fast growing trees shall be pruned to provide more clearance from electrical facilities than slow growing trees. The tree pruning operation shall provide clearance as appropriate for the line voltage and average growth rate of the affected trees, with the overall objective of achieving a minimum four (4) to five (5) year pruning cycle. In all instances where trees have been previously pruned for line clearance, the original clearance distance should be maintained at a minimum, wherever possible.

Line clearing shall begin only after careful consideration of the position occupied by the electric facility relative to the adjacent trees, and the growth rate of the affected trees.

The clearances specified shall be consistently achieved. Special efforts shall be undertaken for reasonable resolution of any property owner objections or disputes.

### **IV. DISTRIBUTION FACILITIES**

If the pruning required to obtain adequate clearance from an electric facility (i.e., leaning pole, low pole height, sagging wire) would significantly affect the shape of the tree, the Vendor shall consult with the Austin Energy Inspector to determine if the electric facilities can be adjusted to reduce the pruning required.

Telephone, communications or TV Cable facilities shall not be considered in determining line clearances.

## TREE PRUNING AND LINE CLEARANCE SPECIFICATIONS

- A) **Primary conductors 600 volts to 12,500 volts** - Minimum clearance shall be 11-15 feet for fast-growing species and 7-10 feet on slow-growing species from primary conductors. In all instances, discretion shall be used where trees have been previously pruned for line clearance, the original clearance distance shall be maintained, at a minimum, by the removal of resprouts since the last pruning. Additional line clearance may be required to allow for the annual growth of the vegetation to maintain a 4 - 5 year right-of-way maintenance cycle. The Vendor shall remove all overhanging branches above the top of the pole or primary conductor, or as directed by Austin Energy.
- B) **Secondary conductors less than 600 volts** - Minimum clearance shall be 7 to 11 feet, depending upon tree species. Additional line clearance may be required to allow for the annual growth of the vegetation to maintain a 4 - 5 year right-of-way maintenance cycle.
- C) **Service drops and streetlight conductors** - 2 to 3 feet, depending upon tree species. Service drops and street light conductors will only be pruned when Vendor crews are working in the area and limbs are applying pressure to the facilities. The cost effectiveness of re-routing the wires will be considered before any line clearance work is completed. Tree removals will only be performed on these wire types with the discretion of Austin Energy.
- D) **Poles, Guy Wires, Down Guys, Transformers, and Other Electric Facilities** - The Vendor shall free guy wires and down guys of weight, strain or altered position caused by contact with tree limbs or branches. Guy wires, down guys and poles shall be free of vines. Austin Energy, at its sole discretion, shall determine whether to cut and/or remove all vines or plant growth obstructing or limiting accesses, at the base of, or on the affected electric facility.
- E) **Streetlight and night watchmen light wires** - Tree limbs growing near these wires and within ten feet of energized lines shall be pruned only by Qualified line clearance tree trimmers during maintenance/mid-cycle schedules. Some trees that require tree pruning for illumination purposes may be pruned during the Austin Energy Streetlight pruning schedule or by a ticket request. Otherwise, tree pruning for illumination will solely be the responsibility of COA Public Works or the property owner.
- F) **New Construction** - The customer requesting service will be asked to be responsible for clearing all trees in the ground easement to meet the requirements of Austin Energy. All required tree removal permits will be the responsibility of the customer and will be completed by the customer. The Austin Energy's Vendor will be responsible for pruning all trees to establish necessary clearance to provide safe and reliable electric service.

### V. TREE REMOVALS

Tree removals are frequently required as part of a complete utility vegetation management/forestry program. Problem trees and other vegetation often need to be removed from near electrical facilities to address a risk, improve service reliability, and to provide access to the electrical facilities. When considering a tree removal, the Austin Energy personnel or Vendor needs to consider the condition and specie of the tree, its placement and the priority of the tree removal. Every reasonable effort should be made to communicate with the customer to obtain informed consent prior to removal of these problem trees from near the electrical facilities.

### VI. TREE REMOVAL CANDIDATES

## **TREE PRUNING AND LINE CLEARANCE SPECIFICATIONS**

- A) Dead, dying, diseased, or unstable trees presenting a risk to utility facilities or where a tree is destabilizing utility structures.
- B) A tree that is totally involved with the utility facility and cannot be effectively pruned to provide adequate clearance from electrical facilities and the continued health of the tree. Such trees located near schools, or other public areas where a person could easily climb and contact the electrical facilities present a serious safety concern.
- C) Fast-growing trees, that can interfere with the electrical facilities, present a safety concern and/or hinder service reliability before the next tree maintenance cycle.
- D) Trees with dominant terminal leaders (pines, etc.) that cannot be directionally pruned away from the electrical facilities
- E) Immature trees that can be economically removed from near the electrical facilities to prevent future reliability concern

### **VII. TREE REMOVAL CONDITIONS**

- A) With the informed consent of the property owner or customer, removal of trees should be limited to the area within the distribution easement or up to fifteen feet either side of distribution conductors and within transmission rights of way, unless a dangerous situation exists.
- B) Low-growing trees under distribution lines, which have a mature height of less than 25 feet, may be removed unless directed by Austin Energy for access and clearance around electrical facilities.
- C) Stumps shall be cut as close to the ground as possible. All oak tree stumps shall be painted as required on all oak wounds. With customer consent, the stump will be treated with an EPA - approved herbicide to prevent re-sprouting.
- D) All proposed removals of trees 8" in diameter at breast height (DBH), or larger, must be reported by Austin Energy or Vendor field personnel to the Utility Forester for review and submittal to the City Environmental contacts at least two days prior to removal. Any proposed removals of trees 19" DBH, or larger, must have a signed permit approved prior to pruning 25% or more of the canopy, or prior to removal of the tree, as required by the City Protected Tree and Heritage Tree Ordinance.

### **VIII. INDIVIDUAL REQUESTS FOR ASSISTANCE- TICKETS**

Austin Energy receives numerous requests from customers to prune trees on their property near the electrical facilities. The Utility Vegetation Management/Forestry Section is responsible for evaluating and taking appropriate actions on these requests. The following shall apply to individual requests for pruning trees near to Austin Energy facilities.

#### **General Specifications**

Each request shall be evaluated individually, and may require a site visit by Austin Energy or Vendor personnel.

## **TREE PRUNING AND LINE CLEARANCE SPECIFICATIONS**

- A) If it is determined that the customer request should be granted on an expedited basis, at the direction of Owner, the Vendor shall schedule and perform the work as soon as possible.
- B) The customer may be directed, at the option of Austin Energy, to request a temporary disconnection of their service drop to allow safe tree pruning or removal by the customer, without the services of the Vendor.
- C) The Vendor will be required to provide Austin Energy with information on work order status for customer request jobs on a weekly basis.

### **IX. MAKE READY FOR REMOVAL**

Property owners will often request Austin Energy assistance with tree removals near the electrical facilities. The Inspector or Vendor will evaluate the removal and determine if its removal by the property owner would constitute a threat to the electrical facilities. In cases where a threat is perceived, the Inspector or Vendor will work with the property owner to remove any parts of the tree that are a risk for contacting the electrical facilities. It is the property owner's responsibility to remove the rest of the tree and any brush cut by Austin Energy. Listed below are the Austin Energy procedures.

- A) At the request of a property owner, with notification and approval of appropriate City Environmental authorities, Austin Energy will direct the Vendor to remove only those branches which could come into contact with the electrical facilities for the property owner to safely complete the tree removal.
- B) If necessary, Austin Energy facilities shall be temporarily removed or de-energized by Austin Energy to permit safe removal of the tree by the property owner.
- C) For removal of trees sixty inches (60") or more in circumference, or nineteen inches (19") or more in diameter (DBH), measured four and one-half (4-1/2) feet from ground level, the property owner is required, under City ordinance, to obtain an approved tree removal permit (Protected or Heritage tree permit) from the City Arborist's office. The Vendor shall not commence work prior to verification of the required permit.

### **X. DISPOSAL OF CUT MATERIAL**

Wood chips are usually disposed of at the specified locations agreed to by the Owner (Austin Energy) and Vendor. The following shall apply to cleanup, removal and disposal of pruned material.

- A) The Vendor shall remove and dispose of only those trees, plants or portions of trees pruned by the Vendor. When possible, removal and cleanup shall be completed daily by the Vendor before leaving the job site. No cut limbs, woody debris, trash or other debris will be left on the premises without prior consent of the property owner and responsible Austin Energy personnel. Logs will be cut into manageable lengths and stacked neatly on the property, unless otherwise requested by Austin Energy or the property owner. No woody debris, trash or other debris will be left in roads or drainage ditches.
- B) Removal and disposal of portions of any tree pruned by the property owner, or portions of any tree not affecting the electrical facilities, are the responsibilities of the property owner.

## TREE PRUNING AND LINE CLEARANCE SPECIFICATIONS

- C) The Vendor shall promptly clean up and remove all debris produced by Austin Energy personnel performing routine or emergency tree pruning when instructed by appropriate Austin Energy personnel.
- D) The Vendor should make every effort to find alternate dump sites for chips or woods, with property owner approval, near the work location if at all possible. Any alternate disposal sites must meet any environmental restrictions for the particular area and must not be left in roads, ditches or adversely affect drainage or access.
- E) Oak wood from Spanish, Blackjack or red oak trees suspected of being infected with oak wilt disease shall not be left on site and shall be disposed of at the appropriate location.

## CUSTOMER NOTIFICATION PROCESS

Proper customer notification is essential in maintaining good public relations when Austin Energy performs line clearing tree work. Austin Energy has established a process to educate and notify our customer of line clearance work. Austin Energy or Vendor employees will be used to initialize contact with our customers and/or property owners to inform them of tree work to be done in their area. A Vegetation Work Plan will be drawn up to document the amount of potential work on each property. No work will be done on a customer's property without the Vegetation Work Plan being correctly documented as discussed below, unless the work is in conjunction with emergency restoration work. The Vendor will be expected to provide qualified personnel, as required by the Contract, to staff the Advance Team. At least one (1) of Austin Energy's personnel will be designated to work with the Vendor personnel to optimize job performance and ensure customer satisfaction.

### 1. Distribution Maintenance, Mid Cycle and Streetlight Work Procedures

- a) Austin Energy identifies the areas to be worked for the Vendor(s), with estimated start and completion dates. At least ten (10) working days before the notification work begins, unless otherwise dictated to the Vendor by Austin Energy, Austin Energy Customer Service Representative (CSR) performs the following:
  - Look up and notify Neighborhood Associations within the projected work area by certified letter or email.
  - A work order and the appropriate numbers are created in the work management system
  - Any required maps necessary for the notification process and the line clearance activities are created. The maps generated by Austin Energy will show the line and streets. The Vendor will be responsible for obtaining any additional maps or other information the Vendor deems necessary to complete the work, unless otherwise agreed to in writing by Austin Energy
  - The Austin Energy's Representative and Vendor are notified at the weekly staff meeting of any changes or additions to the work schedule.
- b) Austin Energy's CSR will create customer information sheets and provide required information to the Vendor.
- c) Two weeks following notification to the neighborhood association, the Vendor will visit each property to assess pruning needs. The Vegetation Work Plan will be drawn up at this time if there is access to the property. Vegetation Work Plans for each address are created to assess the tree conditions, determine the extent of work and the Vendor will identify affected trees with green (pruning) or pink (removal) ribbons with the Austin Energy logo. When the Vegetation Work Plan is completed, a copy will be left with the customer/ property owner or attached to the door hanger.
- d) If the customer/ property owner is not home for the assessment, the Vendor will leave the Vegetation Work Plan on your door. If the customer/ property owner wishes to discuss the plan, they will call the Vendor's contact information provided on the door hanger to schedule a visit.
- e) If the customer/ property owner does not respond to the Vegetation Work Plan at the time work is to commence, the Vendor will consider this is permission to proceed with the Vegetation Work Plan.
- f) For tree removals, the Vendor will fill out all appropriate removal permits for all removals over eight (8) inches in diameter and turn them over to the appropriate Austin Energy personnel. This includes all removals on non-contacts. Austin Energy will send the forms to the appropriate Department.
- g)
- h) If the Vendor cannot establish contact with the property owner for tree removals after a reasonable effort, the property owner will enter **the Non-Contact Process** (see Customer Resolution Process). The Vendor will be responsible for notifying all applicable parties to ensure no scheduled work is completed on the property. A reasonable effort is currently defined as the following:
  - The use of all applicable tools to determine ownership and contact information, including but not limited to the Internet, Telephone Information, Criss Cross, and tax appraisal records.
  - At least one personal visit to the property, unless the property is vacant or otherwise specified by Austin Energy.
  - At least one phone/fax attempt which will occur after 6 PM.
  - If there is no response, Austin Energy will prune the trees identified on the Vegetation Work Plan.

## CUSTOMER NOTIFICATION PROCESS

- i) The Vendor will update the information for each project on a weekly basis in a computer format provided by Austin Energy.
- j) The Vendor will use the Vegetation Work Plans, formats, and maps to schedule and perform the work. The work will be accomplished to optimize cost effectiveness and customer satisfaction. Any deviation in the work will be handled through the Issues Resolution Process.
- k) After the Vegetation Work Plans are completed by the line clearance crew, they will be turned over to Austin Energy on a weekly basis. They will be reviewed by the Inspectors for contract compliance. The Vegetation Work Plan that has the property owner signature on it will be returned to the Project Manager after all corrections are completed. Austin Energy stores the work plans with all other pertinent circuit information for historical data entry.
- l) The Vendor's primary responsibility is to inform the property owner of the specific work to be accomplished in their yard. The Vendor will negotiate with the property owners to obtain a win-win situation. Any negotiations on clearance must coincide with maintaining a four-year management cycle. A good faith effort must be accomplished by the Vendor before it is returned to Austin Energy for further work. The Vendor needs to document all negotiations with the property owner.

### 2. Ticket or Customer Request Jobs

- a) Austin Energy's Customer Service Representative will receive individual requests for tree work from internal and external customers. The address and tree concern will be entered into a customer database.
- b) Austin Energy's Customer Service Representative will generate a customer request log on a weekly basis for Austin Energy's Ticket Inspector.
- c) Austin Energy's Ticket Inspector, pre-planner and/or Vendor General Foreman in charge of the Ticket Crews will be the Single Point of Contact for all customer notification for this type of work.
- d) Austin Energy's Ticket Inspector, pre-planner and/or Vendor General Foreman will ensure all ticket jobs have a work plan before any commencement of work. A Vegetation Work Plan will only be drawn up if the work does not coincide with the normal scope of work used by the Vendor Ticket crews.
- e) Austin Energy's Ticket Inspector, pre-planner and/or Vendor General Foreman schedule the work and ensure the work plans get to the appropriate Vendor Personnel.
- f) The Customer Service Representative will receive the completed customer request log on a weekly basis from Austin Energy's Ticket Inspector. The Customer Service Representative will enter in the completion information and closing date into the database for historical reference.
- g) After the Vegetation Work Plans are completed by the line clearance crew, they will be turned over to Austin Energy on a weekly basis. They will be reviewed by the Inspectors for contract compliance. Any Vegetation Work Plans that will be returned to the Customer Service Representative on the week after all corrections are completed. Austin Energy stores work plans with all other pertinent Ticket information.

### 3. Capital Improvement Projects (CIP)

- a) Austin Energy's representatives will assign numerous CIP work to the Vendor throughout the contract that have definite work completion dates that need to be met. Because of this, CIP work will have a priority over all other work types, excluding outage restoration, unless otherwise specified by Austin Energy.
- b) Using the engineering plans provided, the Vendor's Pre-Planner will be responsible for making contact with the pertinent property owners and drawing up a Vegetation Work Plan. The Vendor will attempt to make initial contact with the customer, in person or by leaving a door hanger requesting an appointment. The Vegetation Work Plan will be drawn up at this time if there is access to the property. Vegetation Work Plans for each address are done to assess the tree conditions and determine the extent of work and a copy will be left with the customer or attached to the doorhanger. A detailed description of any work is also necessary.

## CUSTOMER NOTIFICATION PROCESS

- c) If the customer is not the property owner, the Vendor will be responsible for attempting to make contact with the true property owner. The Vendor will be responsible for researching the following information. Assistance may be provided by Austin Energy, when applicable.
- \* Property information researched from appropriate Tax Appraisal records so Vegetation Work Plans may be filled out correctly.
  - \* The name and telephone number of the property owner, if other than what is listed in the ULTRA database.
- d) The Vendor's primary responsibility is to inform the property owner of the specific work to be accomplished in their yard. The Vendor will negotiate with the property owners to obtain a win-win situation. Any negotiations on clearance must coincide with maintaining a four-year management cycle. A good faith effort must be accomplished by the Vendor before it is returned to Austin Energy for further work. The Vendor needs to document all negotiations with the property owner.
- e) If the property owner and the Vendor cannot reach an agreement within a reasonable amount of time, the Vegetation Work Plan will be returned to Austin Energy for resolution (see Customer Resolution Process). The Vendor will be responsible for notifying all applicable parties to ensure no scheduled work is completed on the property
- f) If the Vendor cannot establish contact with the property owner after a reasonable effort, the property owner will enter **the Non-Contact Process** (see Customer Resolution Process). The Vendor will be responsible for notifying all applicable parties to ensure no scheduled work is completed on the property. A reasonable effort is currently defined as the following:
- The use of all applicable tools to determine ownership and contact information, including but not limited to the Internet, Telephone Information, Criss Cross, and tax appraisal records.
  - At least one personal visit to the property, unless the property is vacant or a rental property or otherwise specified by Austin Energy.
  - At least one phone/fax attempt which will occur after 6 PM.
- g) The Vendor will fill out all appropriate removal permits for all removals over eight (8) inches in diameter and turn them over to the appropriate Austin Energy personnel. This includes all removals on non-contacts. Austin Energy will send the forms to the appropriate Department.
- h) The Vendor will use the Vegetation Work Plans and engineering plans to schedule and perform the work. The work will be accomplished to optimize cost effectiveness and customer satisfaction. Any deviation in the work will be handled through the Issues Resolution Process.
- i) As the Vegetation Work Plans are completed, they are reviewed by the Inspectors for contract compliance. The Vegetation Work Plan that has the property owner signature on it and all property research information will be returned to AE on a weekly basis. If this information is documented on VWP copies, the Vendor will be responsible for collating. Austin Energy stores the work plans with all other pertinent CIP information.

## **CUSTOMER RESOLUTION PROCESS**

Proper notification will resolve many of the questions a customer may have concerning the tree work. However, situations will occur where the customer has concerns about the work to be done on their property. Processes have been put into place by Austin Energy that ensures the customer will be treated courteously and appropriately, without significantly raising Austin Energy's cost of operations or negatively impacting service reliability. Austin Energy will work to make sure all customers are treated courteously and fairly, and their concerns addressed in a timely and appropriate manner.

### **1. Customer Non-Contact Process for Tree Removals**

- a) If the Vendor has not been able to make contact with the customer within the specifications delineated in the Customer Notification Process, the customer will enter the Non-Contact Process. The Vendor will notify the Project Manager and provide the original Vegetation Work Plan with the following information detailed on it, signifying a reasonable attempt has been made to contact the property owner.
  - The date of the door hangings, when applicable
  - The date and time(s) of the telephone contact attempt(s), if telephone number is available
  - Evidence that a good faith effort was made to research the proper land owner information using all available resources
- b) A certified letter will be sent to the customer allowing for a ten-calendar day response period by the customer. The letter will contain the Vegetation Work Plan and the telephone number of the Project Manager.
- c) If the certified letter is returned unsigned, verification of receipt is obtained, or there is no response from the customer within the ten-calendar day response period, the Vegetation Work Plans will be turned over to the Utility Forestry Section.
- d) The Utility Forester will verify the Non-Contact process has been met and all information is present on a weekly basis.
- e) The appropriate Vendor crews will accomplish the tree work outlined in the Vegetation Work Plan.

### **2. Customer Refusal Process**

- a) The Vendor will attempt to negotiate a win-win scenario with each property owner. If this cannot be accomplished, the Vendor will turn all pertinent information and Vegetation Work Plan over to Austin Energy to resolve in a timely manner. The Vendor will ensure no line clearance crews enter the property until the issue is resolved.
- b) If the work delay directly affects another Austin Energy work group, the Inspector will communicate with that work group to explain the delay in work.
- c) An Austin Energy representative will contact the customer and set up a personal meeting to discuss the work. An assessment of the tree(s) will be done to determine the extent of work necessary to obtain an acceptable amount of clearance between the lines and the tree(s). Refusals reaching this level should be vigorously negotiated in order to obtain acceptable clearance while addressing the customer concerns. The amount of resources expended on each situation will vary. Some tools that may be utilized at this level in the negotiation process include:
  - Use of an Austin Energy arborist/forester to oversee tree work
  - Replacement trees or other mitigation vegetation
  - Possible line reroutes with the customer bearing the financial responsibility beyond the design phase.
  - Additional tree/landscape work
  - Reduced clearance if the professional assessment of the tree(s) in question indicates this possibility, with the customer bearing all of the financial responsibility beyond the routine work.
- d) If the customer continues to object, the Line Clearance Superintendent will be notified to assist in the resolution of the situation. The Line Clearance Superintendent will make the determination whether additional resources should be expended to negotiate with the customer to reach a win-win conclusion. The amount of resources expended on each situation will vary.

## CUSTOMER RESOLUTION PROCESS

- e) If a compromise with the customer has not been reached, the Line Clearance Superintendent will make any contact necessary with the City Council liaisons to make sure all appropriate parties are notified of the issue. Austin Energy's Director of System Operations & Reliability will be notified and give approval to proceed before any work is accomplished.
- f) A certified letter will be sent to the customer detailing the work necessary to maintain the trees and other vegetation a safe distance from the electrical facilities. The customer will also be given documentation via mail at this time on:
  - Service Regulations that outline Austin Energy and customer responsibilities as well as any customer potential liabilities.
  - Any other information pertinent to the customer's issue
- g) The Line Clearance Superintendent will arrange for all other necessary participants to accompany the contract crews to the work site to insure safety and adequate documentation.
- h) Any tree work necessary to maintain the safety of the customer and his neighbors will be accomplished.

### 3. Post-Work Customer Complaint Resolution

All work done by Austin Energy and its Vendor crews is held to high standards of quality and customer satisfaction. Proactive customer communication ensures that the customer and an Austin Energy representative have reviewed all work that is to be accomplished. However, if the customer has some concerns with the work that was done on their property, The Utility Forestry Program has established additional processes to ensure the customer's concerns are addressed promptly by an Austin Energy representative. Austin Energy representatives will treat all customers who enter this process courteously and fairly

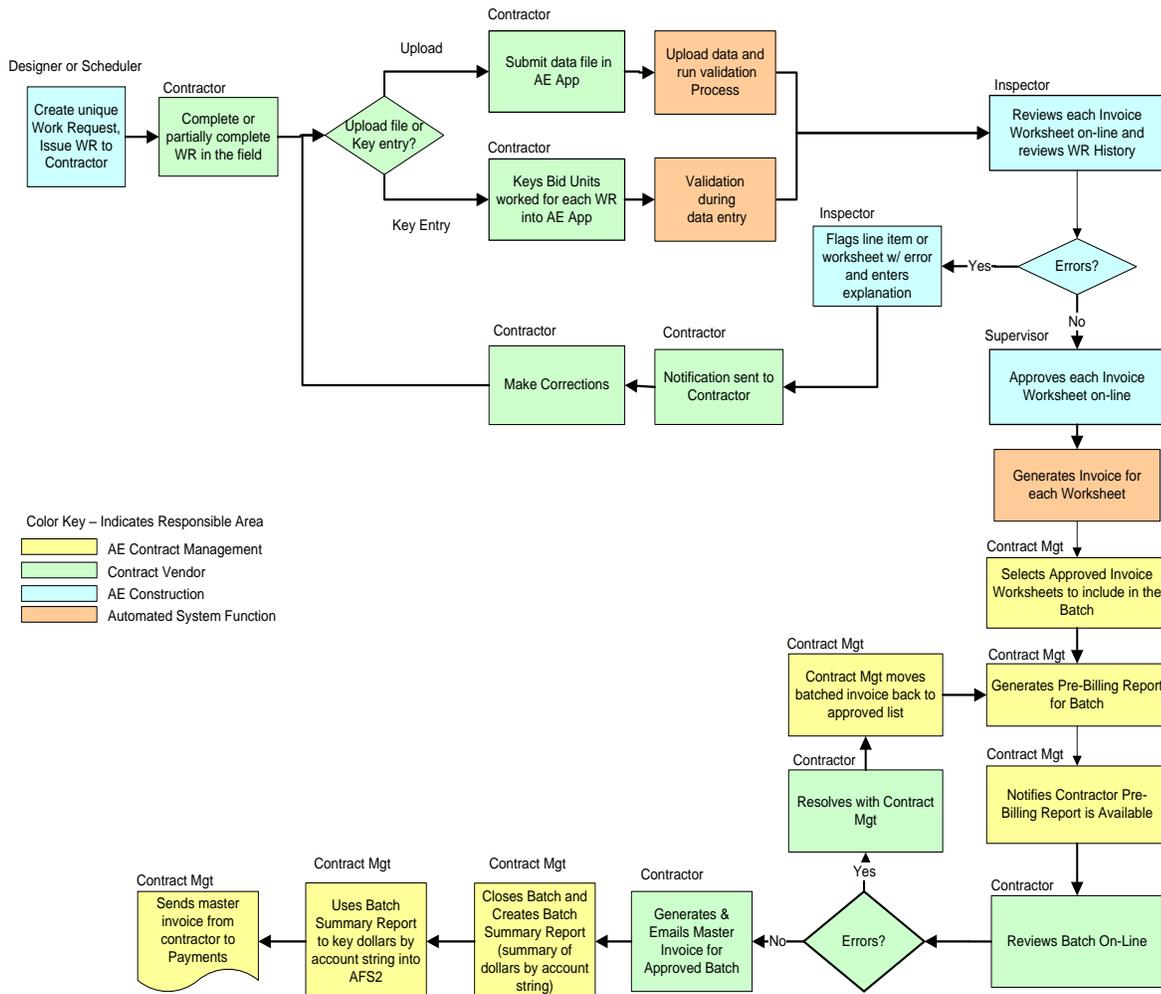
- a) Any customer that has a concern about the tree work that was performed on their property will be documented by either the Austin Energy or Vendor personnel who is first contacted by the customer.
- b) If the work has not been completed on the customer's property, the customer's information will be immediately communicated to an Austin Energy Inspector and Vendor General Foreman to ensure no additional work takes place on the customer's property.
- c) The customer will be contacted by an Austin Energy representative to set up a personal meeting with the appropriate personnel to discuss the nature of the customer's concerns and to resolve any issues about the nature of the work done on their property.
- d) The Austin Energy or Vendor personnel will provide a copy of the Work Plan to all involved parties to help resolve any tree work concerns.
- e) A Vendor Representative will be present if the customer had any property damaged during the work process. The Vendor will be responsible for negotiating with the customer on any claims resulting from the Vendor's negligence. Austin Energy will only become involved if the claims are not resolved in a fair and timely manner.
- f) A Utility Forester and/or Certified Arborist will be available if there are any concerns about tree health or amount of work done on the trees.
- g) Austin Energy will determine the validity of the customer's concerns. If Austin Energy personnel or one of its representatives did not follow the work processes or damaged the customer's property in any way, Austin Energy will seek to address the customer's concerns using the following tools.
  - Mitigation Trees
  - Additional Tree work, i.e., dead wooding, thinning, etc.
  - Repair of the property, if applicable

The amount of money and the time taken with each customer complaint will vary. All customers who enter this customer issues resolution process will be treated courteously and fairly by all of Austin Energy representatives. All contact with the customer will be documented and any resolution will be noted in this documentation to provide historical information to Austin Energy and to measure the success of the process. All customer issues will be reviewed to determine if any additional process improvements are needed to the Utility Forestry Program.

# INVOICING PROCESS

## The Austin Energy Invoicing Process

Austin Energy needs specific information from the contractor to create invoices and process the invoices for payment. The process flow chart below depicts the Austin Energy contractor invoicing process. The green-shaded activity boxes represent the contractor's responsibilities for this process. Key to this process is the requirement that the contractor submit invoice data to Austin Energy utilizing one of two methods. The contractor may create and submit a file containing invoice data, or the contractor may directly key the invoice data into the Austin Energy application.



## Invoice Data

If the contractor chooses to submit a file for upload, this file can be an XML or CSV text file. At a minimum, the contractor will include the data fields listed in the following table. Final file format specifications will be provided prior to the contract's effective date, including field attributes such as field length and type. Austin Energy anticipates minimal changes to these data requirements shown below.

## INVOICING PROCESS

These data fields represent the information required to process invoices.

| Data Field                     | Description   |
|--------------------------------|---|
| <b>Header Information</b>      |   |
| Contractor Invoice ID#         | Unique contractor assigned number identifying the invoice   |
| Date                           | Date worksheet is created   |
| Work Request Number            | Austin Energy identifier assigned to every job. This number is provided on all job documents provided to the contractor |
| Work Location                  | General or specific job address   |
| Austin Energy Inspector        | Name of the Austin Energy inspector responsible for the job   |
| Payment Type                   | Unit, Hourly, or Lump Sum   |
| Comments (optional)            | General comments from the contractor to Austin Energy   |
| General Description (optional) | General description of work performed   |
| <b>Detail Information</b>      |   |
| Unit ID                        | Bid Unit identifier as defined in the Contract  |
| Quantity                       | Number of units worked  |
| Multiplier                     | Multiplier for a unit (if applicable)   |

### Sample Text File

Shown in the table below is an excerpt from a sample text file, like the one Austin Energy would require for submittals. This format is only an **example** of the actual file format. Austin Energy ITT staff will work with contractor to finalize file structure.

|   | <i>invoice #</i> | <i>date</i> | <i>contract#</i> | <i>work location</i> | <i>AE inspector</i> | <i>pa</i> | <i>description</i> | <i>comments</i> | <i>WR#</i> | <i>bid unit</i> | <i>qty</i> | <i>multi</i> |
|---|------------------|-------------|------------------|----------------------|---------------------|-----------|--------------------|-----------------|------------|-----------------|------------|--------------|
| H | 1169521          | 9102004     | S010004          | 3014 S Lamar         | Gonzales            | H         |                    |                 |            |                 |            |              |
| D |                  |             |                  |                      |                     |           |                    |                 | 10201      | 1.06            | 1          | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10201      | 1.07            | 4          | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10201      | 2.01            | 4          | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10201      | 2.27            | 4          | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10201      | 2.34            | 1          | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10201      | 1.04            | 8          | 1            |
| H | 1169522          | 9102004     | S010004          | 11213 Research Blvd  | Williams            | L         |                    |                 |            |                 |            |              |
| D |                  |             |                  |                      |                     |           |                    |                 | 10211      | 22.08           | 11         | 1            |
| H | 1169523          | 9102004     | S010004          | 15 Hank Road         | Williams            | L         |                    |                 |            |                 |            |              |
| D |                  |             |                  |                      |                     |           |                    |                 | 10212      | 22.01           | 155.27     | 1            |
| H | 1169524          | 9102004     | S010004          | 721 Barton Springs R | Gonzales            | H         |                    |                 |            |                 |            |              |
| D |                  |             |                  |                      |                     |           |                    |                 | 10223      | 1.04            | 6.5        | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10223      | 2.34            | 2          | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10223      | 2.28            | 4.5        | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10223      | 2.01            | 3          | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10223      | 1.06            | 2          | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10223      | 1.03            | 4.5        | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10223      | 1.07            | 7          | 1            |
| H | 1169525          | 9102004     | S010004          | 1212 Justin Lane     | Franks              | H         |                    |                 |            |                 |            |              |
| D |                  |             |                  |                      |                     |           |                    |                 | 10228      | 1.07OT          | 5          | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10228      | 2.03            | 16         | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10228      | 2.34            | 12         | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10228      | 2.28            | 36         | 1            |
| D |                  |             |                  |                      |                     |           |                    |                 | 10228      | 2.22            | 19         | 1            |