

Minute Entry Sign Up Sheet

Date: 4/6/2023

Time: 2:00PM

Bid # 2023-016WL

Department: TW&L

2023-016WL PRIMARY TO NORTHWEST SUB 46KV POLE REPLACEMENT

Project:

Attendance

Company

Bobby Davidson
Gunnar Shernpelt
Nala
Johnny Timmons
Stephen Reed

Allen & Hesbani
COT
TWC
COT



April 07, 2023

Mr. Johnny Timmons, General Manager
Tupelo Water & Light
320 North Front Street
Tupelo, MS 38804

Subject: Labor, Material, and Equipment Bid 2023-016WL
Tupelo Water & Light (TW&L)
Primary to Northwest Sub 46kV Transmission Line Pole Changeout
Tupelo, MS

Dear Mr. Timmons:

After evaluation of the bids received, April 6, 2023, Allen & Hoshall recommends that TW&L accept the bid received from **Service Electric Company** in the amount of **\$589,158.60**. This bid amount includes Authorized Contract Amendments of \$30,000.00.

Bid summary is as follows:

Weaver Electric, Inc.	<u>\$ 686,426.00</u>
Service Electric Company	<u>\$ 589,158.60</u>
William E. Groves, dba Groves Electric Services	<u>\$ 677,729.37</u>

If there are any questions, please contact us.

Sincerely,

ALLEN & HOSHALL

Bobby Davidson
bdavidson@allenhoshall.com

Cc: Scott Burleson, Allen & Hoshall

\\AHMEM03\eu\Tupelo L&W81987-Primary to NW 46kV Pole Replacement\Corr\Contractor Recom 04072023.docx

BID TABULATION
Tupelo Water & Light

04-06-2023

Primary to Northwest Sub 46kV Transmission Line Pole Changeout

2023-016 WL

<u>COR</u>	<u>CONTRACTOR</u>	<u>A1</u>	<u>TOTAL BID PRICE</u>	<u>BONDING</u>
	B & B Electric	<input type="checkbox"/>		
	Service Electric Company	<input type="checkbox"/>	<u>\$589,158.60 (Apparent Low Bidder)</u>	
	Grays Power Supply, LLC	<input type="checkbox"/>		
	Killen Contractors Inc.	<input type="checkbox"/>		
	Desoto County Electric Inc.	<input type="checkbox"/>		
	William E. Groves Const. Inc.	<input type="checkbox"/>	<u>\$677,729.37</u>	
	MDR Construction Inc	<input type="checkbox"/>		
	Weaver Electric	<input type="checkbox"/>	<u>\$686,426.00</u>	
	Southern Electric Corp. of MS	<input type="checkbox"/>		

DOCUMENT 00420
BIDDERS QUALIFICATION STATEMENT
for
Primary to NW Sub 46kV Pole Change-Out, Bid-2023-016WL.

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization	Service Electric Company
Name of Individual	Jeff Hunt
Title	Vice President
Address	1631 East 25th Street
	Chattanooga, TN 37404
Telephone	423-265-3161
Email Address	jhunt@serviceelectricco.com

BUSINESS ORGANIZATION INFORMATION:

Check one: ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

5/23/2000 Delaware

b. List of Executive Officers

Name	Title
Chris Froehlich	President
Brian Imsand	Vice President
Jeff Hunt	Vice President

If Partnership:

a. Date and State of Organization

b. Name of Current General Partners

c. Type of Partnership:

☐ General ☐ Publicly Traded ☐ Limited ☐ Other (describe):

If Joint Venture:

- a. Date and State of Organization

- b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk*)

If Sole Proprietorship:

- a. Date and State of Organization

- b. Name and Address of Owner or Owners

GENERAL BUSINESS INFORMATION:

1. Name of Surety Company and name, address, and phone number of agent.

Federal Insurance Company

Cheryl Husted - Agent 303-722-7776

2000 S. Colorado Blvd., Denver CO 80222

2. What is your approximate total bonding capacity?

☐ \$500,000 to \$2,000,000 ☐ \$2,000,000 to \$5,000,000
☐ \$5,000,000 to \$10,000,000 ☒ \$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec 1563? ☐ Yes ☒ No

If yes, show names and addresses of affiliated companies

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

Please visit our safety site at: <https://files.serviceelectricco.com/forms/safety/>

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank	Bank of America
Address	700 Louisiana 7th Floor
	Houston, TX 77002
Account Manager	Angela Johnson
Telephone	888-715-1000 Ext.63003

GENERAL PROJECT INFORMATION:

6. Value of Electric Utility Work completed during the last calendar year \$ 555,990,317
7. Value of all Work completed for the last calendar year \$ 563,609,737
8. Attach a Schedule A listing major Electric Utility projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Utility Work.
9. Attach a Schedule B listing current Electric Utility projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?
- ☐ Yes ☒ No
- If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
- ☐ Yes ☒ No
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?
- ☐ Yes ☒ No
- If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:
- MS # 07025-SC TN # 65991

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: _____

Title: Vice President _____

Dated: 4/4/2023 _____

END of DOCUMENT



SERVICE ELECTRIC *Company*

Attachment A

- 1. EPB of Chattanooga**
Kade Abed – VP of Field Operations
423-648-1372
46kV w/Underbuild Pole Change Out

- 2. Arkansas Electric Cooperative**
Jeff McFadden – Manager
501-570-2200
69 kV Pole Change Out

- 3. Brownsville Energy Authority**
Russ Stoots – General Manager
731-772-8845
161 kV w/Underbuild Pole Change



SERVICE ELECTRIC *Company*

Attachment B

1. Sequachee Valley Electric Cooperative

512 South Cedar Avenue
South Pittsburg, TN 37380
Mike Partin – President/CEO
mpartin@svalleyec.com
423-837-8605

2. City of Dayton Electric Department

399 1st Avenue
Dayton, TN 37321
Steve Clift – Manager
sclift@daytontn.net
423-775-1818

3. Fort Loudon Electric Cooperative

116 Tellico Port Road
Vonore, TN 37885
Chad Kirkpatrick – Vice President, Operations & Engineering
877-353-2674 ext. 102

4. Volunteer Energy Cooperative

18359 Hwy 58 North
Decatur, TN 37322
Jason Dye -VP of Operations
jdye@vec.org
423-334-1020

5. Knoxville Utilities Board

445 South Gay Street
Knoxville, TN 37902
Steve Proffit – Overhead Construction Manager
steveproffit@kub.org
865-558-2631



A  QUANTA SERVICES COMPANY

PROPOSAL

Presented to:

**Tupelo
Water & Light**

Primary to Northwest Sub 46 kV Pole
Change-Out

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LABOR AND MATERIALS

FOR

Primary to Northwest Sub 46kV Line Pole Change-Out

TUPELO WATER & LIGHT
TUPELO, MISSISSIPPI



1661 INTERNATIONAL DRIVE
SUITE 100
MEMPHIS, TENNESSEE
38120

BID NO: 2023-016WL
JOB NO: 81987
DATE: March, 2023

ADDENDUM NO. 1
BID 2023-016WL
SPECIFICATIONS AND CONTRACT DOCUMENTS
LABOR AND MATERIAL
FOR
PRIMARY TO NORTHWEST SUBSTATION 46KV POLE REPLACEMENT
TUPELO WATER & LIGHT
LABOR & MATERIAL
MARCH 20, 2023

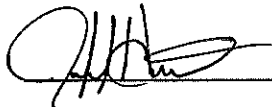
This addendum forms a part of the Contract Documents and modifies the original specifications, dated March 03, 2023 noted below. Acknowledge receipt of this Addendum by signing below and attaching to the Bid Documents. Failure to do so may subject bidder to disqualification.

Item No. 1: **Construction Drawing 1 of 9:** Replace Construction Drawing 1 of 9 with the attached Construction Drawing 1 of 9 with Revision 1. (Added Fiberglass Crossarm Note).

Notes of clarification:

1. All crossarms for transmission and distribution shall be fiberglass. Transmission crossarms shall be heavy duty with 3000# minimum capacity. Distribution crossarms shall be standard duty with 2500# minimum capacity.

By: _____

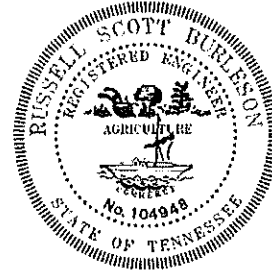


Bidder: Service Electric Company

Date: 3/20/2023

**DOCUMENT 00002
CERTIFICATIONS**

The Plans and Specifications covered by these Contract Documents were prepared under the supervision and direction of the undersigned Registered Engineers and/or Architects, whose seals are affixed below.



SIGNED COPY ON FILE 03/03/23

Russell Scott Burleson
Civil Engineer

END OF DOCUMENT

**DOCUMENT 00300R1
BID FORM**

Project Identification: **Primary to Northwest Sub 46kV Pole Change-Out**
Contract Identification: **2023-016WL**

This Bid is Submitted to (Name and Address of Owner):

Jennifer Shempert
City Purchasing Agent
City Hall
Post Office Box 1485/38802
71 East Troy Street/38804
Tupelo, Mississippi

This Bid is Submitted from (Contractor):

Service Electric Company

1631 East 25th Street

Chattanooga, TN 37404

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged, if no addenda received, insert "None"):

Number	Date
#1	3/20/2023
_____	_____
_____	_____

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the GENERAL CONDITIONS, and accepts the determination set forth in paragraph 4.2 of the GENERAL CONDITIONS of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the GENERAL CONDITIONS.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID SUMMARY

4. **UNIT PRICE BID** - The BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):
5. **INSERT BID UNIT ITEMS FOLLOWING THIS PAGE (CONSIST OF 5 PAGES)**
- (a) Excel File "304Bid Form.xlsx" is provided to fill in bid prices.

AUTHORIZED CONTRACT AMENDMENTS

(See Document 00700 - GENERAL CONDITIONS,
Document 00800 - SUPPLEMENTARY CONDITIONS,
and Section 01021 -- CASH ALLOWANCES for
description of ACA.)

Thirty-Thousand Dollars Zero cents (\$30,000.00).

TOTAL BID PRICE

(Total of Total Unit Bid Prices (Base and Alternate) and Authorized Contract Amendments)

Five Hundred Eighty Nine Thousand One Hundred Fifty Eight Dollars .60 cents (\$ 589,158.60).

Unit Prices have been computed in accordance with paragraph 11.7 of the General Conditions.
BIDDER acknowledges that quantities are not guaranteed and final payment will be based on
actual quantities determined as provided in the Contract Documents.

6. SUBCONTRACTORS LIST

DESCRIPTION	COMPANY NAME	BUSINESS ADDRESS
Sod & Grass	Greenscape Services	

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N 60-H1S	2	EA	\$ 3,450.00	\$ 9,945.00	26,790.00
N 65-H1S	4	EA	\$ 4,140.00	\$ 10,475.00	58,460.00
N 70-H1S	3	EA	\$ 4,830.00	\$ 11,070.00	47,700.00
N 75-H1S	8	EA	\$ 5,865.00	\$ 9,015.00	119,040.00
N 80-H1S	1	EA	\$ 6,555.00	\$ 12,375.00	18,930.00
N C2.51L (C9-2)	5	EA	\$ 1,725.00	\$ 1,245.00	14,850.00
N C2.51LX (C9-2X)	1	EA	\$ 1,640.00	\$ 1,150.00	2,790.00
N C2.52 (C2-1)	1	EA	\$ 1,550.00	\$ 1,050.00	2,600.00
N C2.52L (C2-2)	1	EA	\$ 1,725.00	\$ 1,185.00	2,910.00
N C6.52	1	EA	\$ 3,105.00	\$ 1,300.00	4,405.00
N E1.1L (E1-3)	37	EA	\$ 300.00	\$ 125.00	15,725.00
N E1.4L (E2-3)	5	EA	\$ 690.00	\$ 160.00	4,250.00
N E1.5	41	EA	\$ 130.00	\$ 50.00	7,380.00
N E3-10	21	EA	\$ 25.00	\$ 5.00	630.00
N F2.12 (F1-4S)	3	EA	\$ 690.00	\$ 285.00	2,925.00
N TA-2H	10	EA	\$ 950.00	\$ 830.00	17,800.00
N TA-3H	2	EA	\$ 1,035.00	\$ 780.00	3,630.00
N H1.1 (M2-11)	18	EA	\$ 345.00	\$ 80.00	7,650.00
NTX TS-1	4	EA	2,585.00	2,320.00	19,620.00
NTX TS-1L	3	EA	3,020.00	2,400.00	16,260.00
NTX TS-3	4	EA	4,310.00	2,025.00	25,340.00
NTX TS-5	1	EA	8,620.00	4,245.00	12,865.00
NTX TSD-1	4	EA	4,310.00	3,250.00	30,240.00
NTX TSS-1L	3	EA	2,590.00	2,530.00	15,360.00
N 636 ACSR - GROSBEAK	120	LF	17.24	6.10	2,800.80
N 3/8" STATIC WIRE	40	LF	10.35	1.22	462.80
TRAFFIC CONTROL	1	LS	16,095.00	-	16,095.00
SODDING	500	SF	4.48	-	2,240.00
Total Installation					499,748.60

REMOVAL UNITS

81987

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R 55-2W	1	EA	\$ 860.00		\$ 860.00
R 60-1W	2	EA	\$ 905.00		\$ 1,810.00
R 60-H1W	1	EA	\$ 905.00		\$ 905.00
R 65-2W	4	EA	\$ 945.00		\$ 3,780.00
R 70-1W	2	EA	\$ 990.00		\$ 1,980.00
R 75-1W	4	EA	\$ 1,030.00		\$ 4,120.00
R 75-2W	2	EA	\$ 1,030.00		\$ 2,060.00
R 80-1W	1	EA	\$ 1,205.00		\$ 1,205.00
R C2.51L (C9-2)	6	EA	\$ 690.00		\$ 4,140.00
R C2.51LX (C9-2X)	1	EA	\$ 645.00		\$ 645.00
R C2.52L (C2-2)	1	EA	\$ 690.00		\$ 690.00
R C6.52	1	EA	\$ 1,375.00		\$ 1,375.00
R E1.1 (E1-2)	1	EA	\$ 155.00		\$ 155.00
R E1.1L (E1-3)	2	EA	\$ 170.00		\$ 340.00
R E1.2 (E3-3)	27	EA	\$ 430.00		\$ 11,610.00
R E1.4 (E2-2)	1	EA	\$ 345.00		\$ 345.00
R E1.5	2	EA	\$ 70.00		\$ 140.00
R E3-10	9	EA	\$ 25.00		\$ 225.00
R F2.10 (F1-3S)	1	EA	\$ 170.00		\$ 170.00
R F2.12 (F1-4S)	8	EA	\$ 170.00		\$ 1,360.00
R F2.8 (F1-2S)	1	EA	\$ 170.00		\$ 170.00
R TA-2H	5	EA	\$ 170.00		\$ 850.00
R H1.1 (M2-11)	16	EA	\$ 130.00		\$ 2,080.00
RTX TS-1	4	EA	\$ 860.00		\$ 3,440.00
RTX TS-1L	2	EA	\$ 860.00		\$ 1,720.00
RTX TS-3	4	EA	\$ 1,290.00		\$ 5,160.00
RTX TS-5	1	EA	\$ 1,375.00		\$ 1,375.00
RTX TSD-1	4	EA	\$ 1,030.00		\$ 4,120.00
RTX TSS-1L	3	EA	\$ 860.00		\$ 2,580.00

REMOVAL UNITS

81987

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
					-
Total Removal					59,410.00

SUMMARY		EXT. LAB & MAT	
Installation			499,748.60
Removal			59,410.00
UNIT BID PRICE BASE BID			559,158.60
Authorized Contract Ammendments		\$	30,000.00
TOTAL BID PRICE		\$	589,158.60

7. Bidder agrees that the Work in ***Base Bid*** will be substantially complete on or before **October 4th, 2023** and completed and ready for final payment in accordance with paragraph 14.8 of the GENERAL CONDITIONS on or before **November 4th, 2023**.
8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
9. The following documents are attached to and made a condition of this Bid:
- (a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.
 - (b) Bidder's Qualification Statement, Document 00420. (Include in Separate Envelope)
 - (c) Drug-Free Workplace Affidavit, Document 00482.
 - (d) Equal Opportunity Provisions, Document 00820.
 - (e) Copies of Contractor's and Subcontractor's License Certificates, "Certificate of Responsibility".
10. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following address:

Principal Contact: Brian Imsand

Alternate Contact: Jeff Hunt

Phone Number: 423-265-3161

Fax: 423-490-7524

Mail Address: P.O. Box 3656
Chattanooga, TN 37404

Street Address: 1631 East 25th Street
Chattanooga, TN 37404

11. The terms used in this Bid which are defined in the GENERAL CONDITIONS or

Instructions will have the meanings assigned to them in the GENERAL CONDITIONS or Instructions.

Submitted on 4/6, 2023.

State Contractor License No. 07025-SC.

If Bidder is:

An Individual

_____(SEAL)
(Individual's Signature)

(Individual's Name - Print/Type)

doing business as: _____

Business address: _____

Phone No.: _____

A Partnership

_____(SEAL)
(Firm Name)

(Signature of General Partner)


(Print/Type)

Business address: _____

Phone No.: _____

A Corporation

Service Electric Company
(Corporation Name)

By:  Title: Vice President
(Signature of person authorized to sign)

Jeff Hunt

(Print/Type name of person authorized to sign)

(Corporate Seal)

Attest: 
(Secretary) WITNESS

Delaware

(State of incorporation)

Business address: 1631 East 25th Street

Chattanooga, TN 37404

Phone No.: 423-265-3161

A Joint Venture

(Joint Venture) (SEAL)

By: _____ By: _____
(Signature of Joint Venturer) (Signature of Joint Venturer)

(Address) (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

EXCEPTIONS in the Form of a Proposed Addendum to the Contract Agreement for

Primary to Northwest Substation 46kV Pole Replacement

by and Between

City of Tupelo ("Owner") and

SERVICE ELECTRIC Company ("Contractor")

Please note that these exceptions are negotiable. However, our company policies require that we identify and limit certain risks such as these listed in this Proposed Addendum.

If accepted, the following revisions to the above-referenced contract (the "Contract") are hereby incorporated by reference as if more fully set forth therein. Added language is in underlined italics; and language to be stricken is indicated using ~~strikeout~~ font:

GENERAL CONDITIONS – 0700

ARTICLE 4. LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.2 Physical Conditions

Add after 4.2f:

(g) Anything to the contrary notwithstanding, should concealed or unknown physical conditions be encountered in the performance of the Work, below the surface of the ground or in an existing structure, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, unless identified in the Contract Documents, the Contract Price and Contract time for performance shall be equitably adjusted by Change Order.

ARTICLE 5. BONDS AND INSURANCE

5.2 Contractor's Liability Insurance.

Change "comprehensive general liability" to "commercial general liability" throughout.

Revise the paragraph after (g) as follows:

The insurance required by this paragraph 5.2 shall include the specific coverages and be written for ~~not less than~~ the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused unless until at least thirty days' prior written notice has been given to the Owner and the Architect/Engineer by certified mail, in accordance with the relevant policy provisions. All such insurance shall remain in effect until final

payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with paragraph 13.6. In addition, the Contractor shall maintain such completed operations insurance for at least two years after final payment and furnish the Owner with evidence of continuation of such insurance at final payment and one year thereafter.

5.5 Property Insurance on the Work.

Add subsection (f):

(f) Additional Insured: Contractor will name the above-referenced parties as additional insureds, but only to the extent necessary to provide Owner with coverage for the indemnity obligations expressly assumed by Contractor under the Contract, it being the express intent and understanding of the parties that the insurance and indemnity obligations under this Contract are dependent upon one another and are not separate and distinct.

ARTICLE 6. CONTRACTOR'S RESPONSIBILITY

Revise 6.13 as follows:

6.13 Emergencies.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Architect/Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Architect/Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations. *Contractor shall also have the right to seek change order relief therefor.*

6.16 Indemnification.

Revise 6.16(a) as follows:

(a) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer and their consultants, agents and employees, from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (ii) is only to the extent caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

Add the following clauses:

Waiver of Consequential Damages.

Notwithstanding any other provisions of this Agreement to the contrary, neither Owner nor Contractor shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Contractor's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality provisions; nor shall the limitation apply to Owner's liability, if any, for payment for termination without cause or suspension of Contractor without Contractor's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under this Contract, or (iii) a third-party beneficiary to this Agreement.

Contractor's Maximum Liability.

Other than with regard to third party claims indemnified hereunder by Contractor, notwithstanding anything in this Agreement or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, the maximum aggregate liability of Contractor and Contractor Indemnified Parties under this Agreement or the relevant Order, regardless of cause (whether in contract, tort, strict liability, or otherwise), shall not exceed in the aggregate an amount equal to (A) (with respect to losses covered by policies of insurance Contractor is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss, and (B) for claims as to which no such coverage is required (e.g., for ordinary breach of contract) the total amount of compensation paid to Contractor under or for this Agreement or the relevant Order.

ARTICLE 9. THE ARCHITECT/ENGINEER

9.8 Decisions on Disputes.

Revise 9.8(a) as follows:

(a) The Architect/Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to the Architect/Engineer in writing with a request for a formal decision in accordance with this paragraph, which the Architect/Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to the Architect/Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to the Architect/Engineer and the other party within sixty days after such occurrence unless the Architect/Engineer allows an additional

period of time to ascertain more accurate data in support of the claim. The written decision of the Architect/Engineer, with respect to any such dispute, claim, interpretation or other matter, shall be final and binding upon the Owner and the Contractor., subject to Contractor's legal, equitable, administrative, and contractual dispute rights.

ARTICLE 14. PAYMENTS TO CONTRACTOR AND COMPLETION

14.10 Waiver of Claims.

Revise 14.10(b) as follows:

(b) A waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled, third-party claims which may be asserted after the date thereof, and those the basis of which Contractor was unaware, and of which Contractor could not have reasonably been aware;.

This Addendum is hereby agreed to as evidenced by the Parties' duly authorized signatures below:

Owner - City of Tupelo


By: _____

Name:

Title:

Date:

Contractor – SERVICE ELECTRIC COMPANY

By:  _____

Name: Brian D. Imsand

Title: Vice President

Date: 3/30/2023



Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Bid Bond

Bond No. Bid Bond

Amount \$ 5%

Know All Men By These Presents,

That we, Service Electric Company

1631 East 25th Street Chattanooga, TN 37404

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

Tupelo Water & Light

71 East Troy Street Tupelo, MS 38804

(hereinafter called the Obligee),

in the sum of Five Percent of Amount Bid Dollars
(\$ 5%), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

30th

day of

March, 2023

WHEREAS, the Principal has submitted a bid, dated April 6, 2023
for Primary to Northwest Sub 46kV Line Pole Change-Out

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

Service Electric Company

Principal

By:



Federal Insurance Company

By:

Cheryl M. Husted Attorney-in-Fact

Chubb. Insured.SM

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Cheryl M. Husted**

Surety Bond Number: Bid Bond
Obligee: Tupelo Water & Light

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 3rd day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 3rd day of January, 2022, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 30, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

DOCUMENT 00482 MS
DRUG-FREE WORKPLACE AFFIDAVIT
(must be attached to bid form upon submission)

STATE OF TENNESSEE
COUNTY OF HAMILTON

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for Service Electric Company;
(insert name and address of bidding entity)
2. That the bidding entity has submitted a bid to Tupelo Water & Light
(insert name of city, dept, project No.)
for the construction of Primary to NW Sub 46 kV Pole Change-Out;
(insert name of project)
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Miss. Code Ann. §71-7-1 through 71-7-33 (Rev. 1995);
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.


AFFIANT Jeff Hunt

SUBSCRIBED AND SWORN TO before me this 4th day of April, 20 23.




NOTARY PUBLIC

My commission expires: 7-12-2026

SECTION 00820 EQUAL OPPORTUNITY PROVISIONS

The Bidder represents that:

It has ☒, does not have ☐, 100 or more employees, and if it has, that

It has ☒, has not ☐, furnished the Equal Employment Opportunity - Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

The penalty for making false statements is prescribed in 18. U.S.C. 1001.

EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the Bidder agrees as follows:

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post, in conspicuous places available to

employees and applicants for employment, notices to be provided setting forth the provision of this Equal Opportunity Clause.

- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Bidder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Bidder's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Bidder will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

END OF SECTION

State of Mississippi

BOARD OF CONTRACTORS

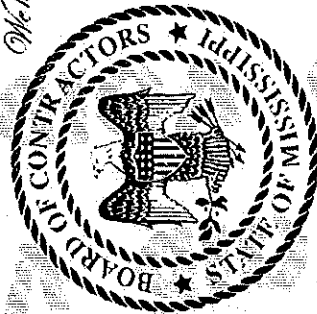
ACTIVE

SERVICE ELECTRIC COMPANY
P.O. BOX 3656 ATTENTION: SHERRI GREEN
CHATTANOOGA, TN 37404

is duly registered and entitled to perform

- 1) DISTRIBUTION LINES
- 2) ELECTRICAL SUBSTATIONS
- 3) TRANSMISSION LINES

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Apr., 2022



CERTIFICATE OF RESPONSIBILITY

No. 07025-SC

Expires Apr. 8, 2023

Joel A. Canell

CHAIRMAN OF THE BOARD

Submitted By:

Weaver Electric Inc.

C.O.R. 18960 - MC

8289 Canal Rd

Gulfport MS 39503

228-265-7740

4/6/2023 - 1:45

Sealed Bid

Tupelo Water and Light

Primary to Northwest Sub 46 KV

Transmission Line Pole Changeout

TW & L Bid # 2023-016WL

**DOCUMENT 00300R1
BID FORM**

Project Identification: Primary to Northwest Sub 46kV Pole Change-Out

Contract Identification: 2023-016WL

This Bid is Submitted to (Name and Address of Owner):

Jennifer Shempert
City Purchasing Agent
City Hall
Post Office Box 1485/38802
71 East Troy Street/38804
Tupelo, Mississippi

This Bid is Submitted from (Contractor):

Weaver Electric Inc

8289 Canal Rd

Gulfport MS 39503

C.O.R. 18960-MC

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged, if no addenda received, insert "None"):

Number

Date

One

3/20/2023

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the GENERAL CONDITIONS, and accepts the determination set forth in paragraph 4.2 of the GENERAL CONDITIONS of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the GENERAL CONDITIONS.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID SUMMARY

4. **UNIT PRICE BID** - The BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

5. **INSERT BID UNIT ITEMS FOLLOWING THIS PAGE (CONSIST OF 5 PAGES)**

- (a) Excel File "304Bid Form.xlsx" is provided to fill in bid prices.

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N 60-H1S	2	EA	\$ 6,385.00	\$ 9,042.00	30,854.00
N 65-H1S	4	EA	\$ 7,343.00	\$ 9,688.00	68,124.00
N 70-H1S	3	EA	\$ 8,444.00	\$ 10,402.00	56,538.00
N 75-H1S	8	EA	\$ 9,710.00	\$ 10,643.00	162,824.00
N 80-H1S	1	EA	\$ 11,167.00	\$ 11,397.00	22,564.00
N C2.51L (C9-2)	5	EA	\$ 840.00	\$ 1,378.00	11,090.00
N C2.51LX (C9-2X)	1	EA	\$ 840.00	\$ 1,273.00	2,113.00
N C2.52 (C2-1)	1	EA	\$ 840.00	\$ 1,163.00	2,003.00
N C2.52L (C2-2)	1	EA	\$ 920.00	\$ 1,310.00	2,230.00
N C6.52	1	EA	\$ 1,058.00	\$ 1,437.00	2,495.00
N E1.1L (E1-3)	37	EA	\$ 338.00	\$ 137.00	17,575.00
N E1.4L (E2-3)	5	EA	\$ 839.00	\$ 175.00	5,070.00
N E1.5	41	EA	\$ 85.00	\$ 59.00	5,904.00
N E3-10	21	EA	\$ 25.00	\$ 6.00	651.00
N F2.12 (F1-4S)	3	EA	\$ 325.00	\$ 318.00	1,929.00
N TA-2H	10	EA	\$ 375.00	\$ 920.00	12,950.00
N TA-3H	2	EA	\$ 431.00	\$ 863.00	2,588.00
N H1.1 (M2-11)	18	EA	\$ 185.00	\$ 89.00	4,932.00
NTX TS-1	4	EA	1,938.00	\$ 2,568.00	18,024.00
NTX TS-1L	3	EA	1,685.00	\$ 2,654.00	13,017.00
NTX TS-3	4	EA	2,932.00	\$ 2,240.00	20,688.00
NTX TS-5	1	EA	3,665.00	\$ 4,696.00	8,361.00
NTX TSD-1	4	EA	4,581.00	\$ 3,592.00	32,692.00
NTX TSS-1L	3	EA	1,854.00	\$ 2,801.00	13,965.00
N 636 ACSR - GROSBEAK	120	LF	21.00	\$ 7.00	3,360.00
N 3/8" STATIC WIRE	40	LF	15.00	\$ 1.00	640.00
TRAFFIC CONTROL	1	LS	12,000.00		12,000.00
SODDING	500	SF	5.00		2,000.00

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
Total Installation					537,181.00

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R 55-2W	1	EA	2,189.00		2,189.00
R 60-1W	2	EA	2,518.00		5,036.00
R 60-H1W	1	EA	2,895.00		2,895.00
R 65-2W	4	EA	3,329.00		13,316.00
R 70-1W	2	EA	3,828.00		7,656.00
R 75-1W	4	EA	4,402.00		17,608.00
R 75-2W	2	EA	5,062.00		10,124.00
R 80-1W	1	EA	5,821.00		5,821.00
R C2.51L (C9-2)	6	EA	520.00		3,120.00
R C2.51LX (C9-2X)	1	EA	520.00		520.00
R C2.52L (C2-2)	1	EA	610.00		610.00
R C6.52	1	EA	520.00		520.00
R E1.1 (E1-2)	1	EA	185.00		185.00
R E1.1L (E1-3)	2	EA	185.00		370.00
R E1.2 (E3-3)	27	EA	185.00		4,995.00
R E1.4 (E2-2)	1	EA	185.00		185.00
R E1.5	2	EA	85.00		170.00
R E3-10	9	EA	25.00		225.00
R F2.10 (F1-3S)	1	EA	255.00		255.00
R F2.12 (F1-4S)	8	EA	255.00		2,040.00
R F2.8 (F1-2S)	1	EA	255.00		255.00
R TA-2H	5	EA	338.00		1,690.00
R H1.1 (M2-11)	16	EA	85.00		1,360.00
RTX TS-1	4	EA	2,200.00		8,800.00
RTX TS-1L	2	EA	2,200.00		4,400.00
RTX TS-3	4	EA	1,800.00		7,200.00
RTX TS-5	1	EA	1,800.00		1,800.00
RTX TSD-1	4	EA	2,200.00		8,800.00

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
RTX TSS-1L	3	EA	2,200.00		6,600.00
Total Removal					118,745.00

SUMMARY		EXT. LAB & MAT	
Installation			537,181.00
Removal			118,745.00
UNIT BID PRICE BASE BID			655,926.00
Authorized Contract Ammendments		\$	30,000.00
TOTAL BID PRICE		\$	685,926.00

AUTHORIZED CONTRACT AMENDMENTS

(See Document 00700 - GENERAL CONDITIONS,
Document 00800 - SUPPLEMENTARY CONDITIONS,
and Section 01021 - CASH ALLOWANCES for
description of ACA.)

Thirty-Thousand Dollars Zero cents (\$30,000.00).

TOTAL BID PRICE

(Total of Total Unit Bid Prices (Base and Alternate) and Authorized Contract Amendments)

Six Hundred Eighty Five Thousand Nine Hundred Twenty Six Zero Dollars 685,926.00 cents (\$ 685,926.00).

Unit Prices have been computed in accordance with paragraph 11.7 of the General Conditions.
BIDDER acknowledges that quantities are not guaranteed and final payment will be based on
actual quantities determined as provided in the Contract Documents.

6. SUBCONTRACTORS LIST

DESCRIPTION	COMPANY NAME	BUSINESS ADDRESS
N/A		

7. Bidder agrees that the Work in **Base Bid** will be substantially complete on or before **October 4th, 2023** and completed and ready for final payment in accordance with paragraph 14.8 of the GENERAL CONDITIONS on or before **November 4th, 2023**.

8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

9. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.
- (b) Bidder's Qualification Statement, Document 00420. (Include in Separate Envelope)
- (c) Drug-Free Workplace Affidavit, Document 00482.
- (d) Equal Opportunity Provisions, Document 00820.
- (e) Copies of Contractor's and Subcontractor's License Certificates, "Certificate of Responsibility".

10. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following address:

Principal Contact: Casey C. Weaver

Alternate Contact: Scott Smith

Phone Number: 228-265-7740

Fax: 228-265-7742

Mail Address: P.O. Box 7176
Gulfport MS 39506

Street Address: 8289 Canal Rd
Gulfport MS 39503

11. The terms used in this Bid which are defined in the GENERAL CONDITIONS or

Instructions will have the meanings assigned to them in the GENERAL CONDITIONS or Instructions.

Submitted on April 6, 2023.

State Contractor License No. 18960-MC.

If Bidder is:

An Individual

N/A

(SEAL)

(Individual's Signature)

(Individual's Name - Print/Type)

doing business as: _____

Business address: _____

Phone No.: _____

A Partnership

N/A

(SEAL)

(Firm Name)

(Signature of General Partner)

(Print/Type)

Business address: _____

Phone No.: _____

A Corporation

Weaver Electric Inc.

(Corporation Name)

By: _____

(Signature of person authorized to sign)

Title: PresidentCasey C. Weaver

(Print/Type name of person authorized to sign)

(Corporate Seal)

Attest: _____

Rachael Sawyer

(Secretary)

Mississippi

(State of incorporation)

Business address: _____

8289 Canal RdGulfport MS 39503

Phone No.: _____

228-265-7740**A Joint Venture**N/A

(SEAL)

(Joint Venture)

By: _____

(Signature of Joint Venturer)

By: _____

(Signature of Joint Venturer)

(Address) _____

(Address) _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

DOCUMENT 00420
BIDDERS QUALIFICATION STATEMENT
for
Primary to NW Sub 46kV Pole Change-Out, Bid-2023-016WL.

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization	Weaver Electric Inc.
Name of Individual	Casey C. Weaver
Title	President
Address	8289 Canal Rd
	Gulfport MS 39503
Telephone	228-265-7740
Email Address	cweaver@weaverelectric.us

BUSINESS ORGANIZATION INFORMATION:

Check one: ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation:

a. Date and State of Incorporation
Incorporated 4/29/2011 in Mississippi

b. List of Executive Officers

Name	Title
Casey C. Weaver	President
Jeremy Holland	Vice President
Rachael Sawyer	Corporate Secretary

If Partnership:

a. Date and State of Organization N/A

b. Name of Current General Partners

c. Type of Partnership:

☐ General ☐ Publicly Traded ☐ Limited ☐ Other (describe):

If Joint Venture:

- a. Date and State of Organization N/A
- b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk*)
- _____
- _____
- _____

If Sole Proprietorship:

- a. Date and State of Organization N/A
- b. Name and Address of Owner or Owners
- _____
- _____
- _____

GENERAL BUSINESS INFORMATION:

1. Name of Surety Company and name, address, and phone number of agent.
- | | |
|--------------------------------|---|
| <u>Cadence Insurance</u> | <u>Lisa Butler Bond Account Manager</u> |
| <u>2909 13th St, 4th Floor</u> | <u>228-563-6167</u> |
| <u>Gulfport MS 39501</u> | |
2. What is your approximate total bonding capacity?
- ☐ \$500,000 to \$2,000,000 ☐ \$2,000,000 to \$5,000,000
- ☐ \$5,000,000 to \$10,000,000 ☒ \$10,000,000 or more
3. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec 1563? ☐ Yes ☒ No
- If yes, show names and addresses of affiliated companies
- _____
- _____
4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.
- Safety Program index attached
- Full document available upon request

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank	Cadence Bank
Address	2909 13th Street
	Gulfport MS 39501
Account Manager	Christopher L. Romano President
Telephone	228-214-4345

GENERAL PROJECT INFORMATION:

6. Value of Electric Utility Work completed during the last calendar year \$ 2.5 Million Plus
7. Value of all Work completed for the last calendar year \$ 20 Million Plus
8. Attach a Schedule A listing major Electric Utility projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Utility Work.
9. Attach a Schedule B listing current Electric Utility projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?
- ☐ Yes ☒ No
- If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
- ☐ Yes ☒ No
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?
- ☐ Yes ☒ No
- If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

Mississippi 18960-MC. Alabama 51834, Arkansas 0432220623, Florida EC 13011838
Louisiana 7889256-002, North Carolina U.33173, Tennessee 12908883, Georgia EN218115
Texas - waiting on approval, License applied for

I hereby certify that the information submitted herewith, including any attachment is true to the
best of my knowledge and belief.

By: 

Casey C. Weaver

Title:

President

Dated:

4/6/2023

END of DOCUMENT

DOCUMENT 00482 MS
DRUG-FREE WORKPLACE AFFIDAVIT
(must be attached to bid form upon submission)

STATE OF MISSISSIPPI
COUNTY OF Harrison

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

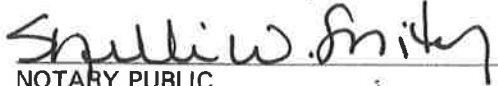
NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for Weaver Electric Inc;
(insert name and address of bidding entity)
2. That the bidding entity has submitted a bid to Tupelo Water and Light
(insert name of city, dept, project No.)
for the construction of Transmission Line pole changeout Project 81987;
(insert name of project)
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Miss. Code Ann. §71-7-1 through 71-7-33 (Rev. 1995);
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.


AFFIANT Casey C. Weaver

SUBSCRIBED AND SWORN TO before me this 6th day of April, 2023


NOTARY PUBLIC

My commission expires January 24, 2024





AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Weaver Electric, Inc.

P.O. Box 7176

Gulfport, MS 39506

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

P.O. Box 1635

Milwaukee, WI 53201

OWNER:

(Name, legal status and address)

Tupelo Water & Light

P.O. Box 1485

Tupelo, MS 38802-1485

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: **Five Percent (5%) of the Amount Bid-----**

PROJECT:

(Name, location or address, and Project number, if any)

Primary to Northwest Sub 46kV Pole Change-Out Bid No: 2023-016WL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **6th** day of **April** , 2023

Shelli W. Smith
(Witness)

Weaver Electric, Inc.

(Contractor as Principal)

(Title)



Old Republic Surety Company

(Surety)

(Seal)

Ryan Anderson
(Witness)

(Title)

Lisa R. Butler

Lisa R. Butler, Attorney-In-Fact
MS Resident Agent



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, F. ROSS BELL, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRIMETTA,

JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, LESSIE R. ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER, TENORA POSEY of GULFPORT, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of February, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of February, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829



Signed and sealed at the City of Brookfield, WI this 6th day of April, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CADENCE INSURANCE, INC.



OVERHEAD AND UNDERGROUND DISTRIBUTION SERVICES

Schedule A - Similar Projects

Weaver Electric Inc. is a diversified electric company that offers a wide range of services in the distribution electric field. Our company is based on strong safety, quality and productive work.

Overhead Distribution:

Weaver Electric Inc. currently has contracts doing live line work as follows:

- New Construction
- Hi Way Projects (Widening)
- Pole Changeouts
- Reconducts
- System Reliability (recloser, cap banks, regulators)
- Scada Projects (LTE)
- Fuse Coordination
- Fiber Installation (splicing terminating)
- Storm Damage Restoration

Underground Distribution:

- Installation of primary, secondary and services (lay conduit and pull wire)
- Installation of pad mount transformers and pads (single phase and 3 phase)
- Terminate outdoor terminators, elbows, and secondary conductors in or on overhead transformers and meter boxes

Project References:

- **System Wide Distribution Overhead: Mississippi Power Company**
Contact: Robert Boyd rcboyd@southernco.com
Contract Value: \$3.0 million
Scope of Work: Overhead Distribution
Contract Completion Date: Until December 31, 2023
- **Duct bank high voltage component replacement Stennis: Edwards Electric Service, LLC**
Contact: Shawn Wright swright@edwards-electric.com
Contract Value: \$655,511.75
Scope of Work: 13kV Distribution Improvements
Contractor: Sub Contactor
Completion Date: March 11, 2023
- **Westlake Chemical 13kV Distribution Improvements: City of Aberdeen, MS**
Contact: Jeffrey Atwell jatwell@atwellandgent.com
Contract Value: \$724,596.00
Scope of Work: 13kV Distribution Improvements
Contractor: Prime
Completion Date: January 13, 2022
- **South West Point 13kV Distribution Improvements Phase II: City of West Point, MS**
Contact: Jeffrey Atwell jatwell@atwellandgent.com
Contract Value: \$299,818.00
Scope of Work: 13kV Distribution Improvements
Contractor: Prime
Completion Date: October 24, 2021
- **Medium Voltage and Utility Pole Installation: Weyerhaeuser Holden, LA**
Contact: Morrise Johnson morrise.johnson@weyerhaeuser.com
Contract Value: \$209,573.00
Scope of Work: Medium Voltage and Utility Pole Installation
Contractor: Prime
Completion Date: December 31, 2021

- **Gentilly Primary Upgrades: CSX Transportation, Inc.**
Contact: Francisco Barreto-Maldonado francisco_barreto-maldonado@csx.com
Contract Value: \$962,298.00
Scope of Work: Power Distribution System Upgrade
Contractor: Prime
Completion Date: May 31, 2020
- **Pole Line Installation: Weyerhaeuser NR Company**
Contact: David Robbins david.robbins@weyerhaeuser.com
Contract Value: \$380,687.04
Scope of Work: High Voltage Overhead Pole Line Installation
Contractor: Prime
Completion Date: June 8, 2020
- **Install Overhead Utility Line: Stennis Space Center, MS**
Contact: Clayton Brown clayton.i.brown@nasa.gov
Contract Value: \$289,405.00
Scope of Work: Install Overhead Utility Line
Contractor: Prime
Completion Date: December 11, 2019
- **High Voltage Overhead Pole Line Installation: Weyerhaeuser Holden, LA**
Contact: Morrise Johnson morrise.johnson@weyerhaeuser.com
Contract Value: \$308,968.00
Scope of Work: High Voltage Overhead Pole Line Installation
Contractor: Prime
Completion Date: October 23, 2020

Weaver Electric Inc.

Mailing
P.O. Box 7176
Gulfport, MS 39506

Physical
8289 Canal Road
Gulfport, MS 39501

228.265.7740 Phone
228.265.7742 Fax

www.weaverelectric.us

SAFETY HANDBOOK

Safety Program Cover and Index
Submitted as Reference

Full Document available on request

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STATEMENT OF SAFETY POLICY

Weaver Electric Inc. is dedicated to providing a safe and healthy work environment at our jobsites, offices, shop facilities, our yard...wherever our employees work. We are committed to the safety of all employees on the project(s) that we undertake. This commitment is made for the benefit of our employees, the project owner, all employees working on the project, sub-contractors, independent contractors, and visitors. Any companies working on a Weaver Electric project shall follow operating practices that will safeguard employees, the public, owner, and Weaver Electric.

We believe that all accidents are preventable. Accidents are prevented by the safety effort of all employees. Therefore, we require all persons working on our projects to make every effort to prevent accidents and comply with all established safety and health laws and regulations. We have established minimum safety requirements for jobsites and workplaces – we expect all to abide by the Weaver Electric's Safety Policy. In the event that our rules conflict with other company rules, then the most stringent shall apply.

Weaver Electric's management is committed to maintaining employee safety on our projects. Accidents, unsafe conditions, and unsafe acts jeopardize both employee and employer resources. Injuries and illness result in discomfort, inconvenience, and possibly reduced income for the employee. Injured employees suffer needlessly and may encounter pain that could have been prevented. Costs to the employer include direct expenses such as employees' compensation premiums, damaged equipment or materials, medical, and indirect expenses such as loss of production, reduced efficiency, employee morale problems, having to use inexperienced replacement employees, quality issues, etc. These indirect costs are reported to cost 4-8 times more than the insured costs of an accident. Weaver Electric Inc. will, to the best of our ability, provide tools, training, equipment, and materials necessary for a safe and healthy work place. We are committed to maintaining safe and healthful working conditions to the greatest extent possible on our projects.

The cooperation of all is mandatory.

Casey C. Weaver, Owner

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

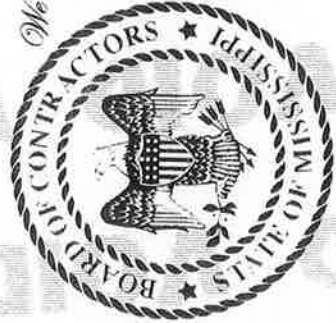
WEAVER ELECTRIC INCORPORATED

P.O. BOX 7176

GULFPORT, MS 39506-7176

is duly registered and entitled to perform

ELECTRICAL WORK



We have herunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 43 day of Apr., 2024.

CERTIFICATE OF RESPONSIBILITY

No. 18960-MC

Expires Apr. 13, 2024

Joel A. Canell

CHAIRMAN OF THE BOARD

DOCUMENT 00420
BIDDERS QUALIFICATION STATEMENT
for
Primary to NW Sub 46kV Pole Change-Out, Bid-2023-016WL.

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization William E. Groves Construction, LLC dba Groves Electrical Services
Name of Individual John Mark Morris
Title Vice President of Operations
Address 3135 Grapevine Road
Madisonville, KY 42431
Telephone 270-825-1437
Email Address jmorris@wegroves.com

BUSINESS ORGANIZATION INFORMATION:

Check one: ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation: (Limited Liability Company)

a. Date and State of Incorporation

January 1, 1972 - KY

b. List of Executive Officers

Name	Title
<u>William J. Groves</u>	<u>Chief Executive Officer</u>
<u>Andrew K. Bachman</u>	<u>President</u>
<u>Claudia Santos</u>	<u>Assistant Secretary</u>

If Partnership:

a. Date and State of Organization

b. Name of Current General Partners

c. Type of Partnership:

☐ General ☐ Publicly Traded ☐ Limited ☐ Other (describe):

If Joint Venture:

- a. Date and State of Organization

- b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk*)

If Sole Proprietorship:

- a. Date and State of Organization

- b. Name and Address of Owner or Owners

GENERAL BUSINESS INFORMATION:

1. Name of Surety Company and name, address, and phone number of agent.

Surety Company: Federal Insurance Company

Agent: Willis Towers Watson Insurance Services West, Inc.

2000 S. Colorado Blvd, Denver, CO 80222

2. What is your approximate total bonding capacity?

☐ \$500,000 to \$2,000,000 ☐ \$2,000,000 to \$5,000,000
☐ \$5,000,000 to \$10,000,000 ☒ \$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec 1563? ☒ Yes ☐ No

If yes, show names and addresses of affiliated companies

Quanta Services, Inc.

2800 Post Oak Blvd, #2600, Houston, TX 77056

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

Please see attached Safety Program

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank Bank of America
Address 540 W. Madison St
Chicago, IL 60661
Account Manager Rosa Villanueva
Telephone 888-715-1000

GENERAL PROJECT INFORMATION:

6. Value of Electric Utility Work completed during the last calendar year \$ 70 Million
7. Value of all Work completed for the last calendar year \$ 70 Million
8. Attach a Schedule A listing major Electric Utility projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Utility Work.
9. Attach a Schedule B listing current Electric Utility projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?
☐ Yes ☒ No
If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
☐ Yes ☒ No
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?
☐ Yes ☒ No
If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

Mississippi (NO. 11847-MC), Kentucky (CE64457), Tennessee (25393 CE Unlimited)

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: 
John Mark Morris

Title: Vice President of Operations

Dated: 04/06/2023

END of DOCUMENT



— ELECTRICAL SERVICES —

A QUANTA SERVICES COMPANY

Safety Program 2023

All new employees of Groves Electrical Services receive the following safety training:

1. Receive Groves Electrical Services Safety Manual – review by Safety Coordinator.
2. During a five-day training session the new employee is introduced to the work environment and the following training requirements are met:

a. Head protection	b. Eye protection
c. Fall protection	d. Foot protection
e. Hand protection	f. Hearing protection
g. Flame retardant clothing	h. Hazard communication
i. Lock-out Tag-out	j. Bloodborne pathogens
k. Confined space entry	l. Forklift safety
m. Fire Extinguisher use	n. Excavation Safety
o. NFPA 70E Standard	p. Flagging Certification
q. Defensive Driving	r. Vehicle inspections
s. Chainsaw Safety	t. Red Cross 1 st Aid/ CPR cert.
u. Grounding Procedures	v. Equi-Potential grounding
w. OSHA 10 Hour cert.	
3. All employees have the opportunity to receive MSHA 24 hour safety training along with an 8-hour annual refresher and required annual retraining on all items in #2 above. Crew foreman documents all new task training specific to the job.
4. Documented daily Pre-job briefing and weekly tailgate safety meetings held by crew foreman discussing safety topics, recent accidents and near misses.
5. Weekly safety audit conducted by Safety Coordinator discussing ways to prevent future accidents and updating new OSHA/MSHA information.
6. Two annual company safety meetings – The following training is documented:
 - a. Pole-top and bucket rescue
 - b. Accident prevention
 - c. Set safety goals for this year and discuss results of last year.
7. Safety Coordinator performs bi-annual Red Cross 1st Aid/CPR certification.





— ELECTRICAL SERVICES —

SCHEDULE A / SCHEDULE B

KENERGY CORPORATION	\$205,669.10		
KENERGY CORPORATION	\$55,777.85		
KENERGY CORPORATION	\$76,316.54		
KENERGY CORPORATION	\$17,533.51		
KENERGY CORPORATION	\$66,598.49		
KENERGY CORPORATION	\$101,912.09		
KENERGY CORPORATION	\$212,435.98	Rob Stumph	270-860-6755
KENTUCKY UTILITIES	\$688,327.81		
KENTUCKY UTILITIES	\$785,724.66		
KENTUCKY UTILITIES	\$466,121.41		
KENTUCKY UTILITIES	\$650,671.51	Mike Scott	859-367-1371
LG&E	\$477,595.70		
LG&E	\$501,316.68		
LG&E	\$467,233.12		
LG&E	\$127,608.21		
LG&E	\$308,168.75		
LG&E	\$507,480.51	Mike Scott	859-367-1371
BIG RIVERS ELECTRIC CORP	\$240,597.00		
BIG RIVERS ELECTRIC CORP	\$2,677,236.20		
BIG RIVERS ELECTRIC CORP	\$4,214,397.46	Kristy Reed	270-442-7321
TRI-COUNTY ELECTRIC	\$2,622,953.00	Jim Beacham	615-666-2111

The above listings represent a sampling of past and present work for long term contract business partners.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES
ELECTRICAL SERVICES
P.O. BOX 1205
MADISONVILLE, KY 42431
is duly registered and entitled to perform
ELECTRICAL WORK



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 26 day of July, 2022

CERTIFICATE OF RESPONSIBILITY
No. 11847-MC
Expires Jul. 26, 2023

Joel A. Canell
CHAIRMAN OF THE BOARD



— ELECTRICAL SERVICES —

A QUANTA SERVICES COMPANY

LABOR AND MATERIALS FOR
PRIMARY TO NORTHWEST SUB 46KV
LINE POLE CHANGE-OUT
BID 2023-016WL

Tupelo Water and Light
Tupelo City Hall
71 East Troy Street
Tax Office
Attn: Jennifer Shempert
Tupelo, MS 38804

Bid Due: April 6, 2023 @ 2:00 p.m. (CST)

BIDDER:

William E. Groves Construction, LLC d/b/a
Groves Electrical Services
3135 Grapevine Road
Madisonville, KY 42431
270-825-1437

Electrical Business Contractor (No. 11847-MC)

hmackey@wegroves.com

jashby@wegroves.com

jmorris@wegroves.com





— ELECTRICAL SERVICES —

A QUANTA SERVICES COMPANY

Table of Contents

1. Letter from Groves Electrical Services
2. Bid Bond
3. Bid Form
4. Pricing Sheets
5. Drug-Free Workplace Affidavit
6. Equal Opportunity Provision
7. Contractor License
8. Bidder's Qualification Statement (separate from proposal per RFP requirements)





— ELECTRICAL SERVICES —

A QUANTA SERVICES COMPANY

April 6th, 2023

Traci Dillard
Tupelo Water and Light
71 East Troy St
Tupelo, MS 38804

RE: WL Primary to Northwest Sub 46KV Transmission Line Pole Changeout

Traci Dillard,

Thank you for inviting William E. Groves Construction, LLC DBA Groves Electrical Services, to provide pricing for the above referenced project.

Per your requested proposal requirements, please find our clarifications and required documentation below and attached:

- This bid/proposal and any contract awarded as a result is expressly conditioned upon the negotiation of mutually acceptable terms and conditions, such as those indicated by the enclosed proposed addendum to Contract.
- Material delivery lead times are 26 weeks. The November 4th, 2023 completion date will need to be extended for the delayed delivery dates.
- Material will not be ordered until a completed contract is in place if Groves is awarded the project.
- Pricing is based on the unit sheet prices in the bid documents.
- Pricing is contingent on line outages. Any delays due to the re-energizing of lines will be billed at hourly rates.
- Extension of project schedule completion date will be required if delivery of material is delayed.
- Any delays or additional mobilizations and demobilizations for any reason beyond our control will be charged our existing hourly rates.
- All permits for highway, interstate and railroad crossings will be the responsibility of Tupelo Water and Light.
- Weather delays will be expected to be given back 1 for 1.
- Tupelo Water and Light must specify any material they want reclaimed from old structures before construction begins.
- Tupelo Water and Light will supply our crew with a secure area to stage equipment and material during construction.
- Any delays due to engineering will be charged at our hourly rates.

Thank you for the opportunity, we are looking forward to further discussions with you.

Sincerely,
Heath Mackey
Project Manager
William E. Groves Construction, LLC



**EXCEPTIONS in the Form of a Proposed ADDENDUM to the
Contract for Primary to Northwest Sub 46kV Line Pole Change-Out By and Between**

TUPELO WATER & LIGHT ("Owner"), Tupelo, MS and

WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES ELECTRICAL SERVICES ("Contractor" / "Bidder")

The following language is hereby incorporated into the Agreement by reference as if more fully set forth therein. Newly added blocks of text are indicated by *italicized text*; language added to existing text is indicated via underlined italics or blocks of *italics*; and language to be stricken is indicated using ~~strikeout~~ font:

Additional Language Hereby Incorporated Into the Contract

Waiver of Certain Damages: Notwithstanding any other provisions of this Agreement to the contrary, neither Owner nor Contractor shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Contractor's willful misconduct and/or breach of confidentiality provisions; nor shall the limitation apply to Owner's liability, if any, for payment for termination without cause or suspension of Contractor without Contractor's fault.

Overall Liability Cap: Notwithstanding anything in this Agreement, any Order, or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, Contractor's maximum aggregate liability hereunder or with respect to any Order or the subject matter thereof, regardless of cause (whether in contract, tort, strict liability, or otherwise), other than third-party claims indemnified by Contractor hereunder, shall not exceed in the aggregate an amount equal to the lesser of (A) the total amount of compensation paid to Contractor hereunder or for the Order; and (B) (with respect to losses covered by policies of insurance Contractor is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss.

Indemnity: Contractor shall have no obligation nor liability whatsoever to indemnify, defend, nor hold harmless any person, except to the extent of the fault or negligence of Contractor (and/or its subcontractors) in and during the performance of the Work.

Contractor will defend Owner in the first instance against all of the claims referenced herein, for which Contractor owes Owner a duty of indemnity hereunder, provided that to the extent Contractor is found, by adjudication, arbitration, or mutual agreement, to be not in fact responsible under the terms and conditions of this Agreement or otherwise for the relevant Claim(s), due to the proportional partial or

WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES ELECTRICAL SERVICES /
TUPELO LIGHT & WATER

Addendum to Contract for Primary to Northwest Sub 46kV Pole Change-Out

Page 1

sole fault of any person(s) indemnified by Contractor, Owner will proportionally reimburse the defense costs incurred by Contractor in proportion thereto, plus 15% of such amount towards Contractor's administrative costs and cost of money and Owner shall promptly pay all judgments, awards, settlement agreement payments, fines, and penalties in the proportion for which it is (and/or any such indemnitees are) so determined liable (or indemnify Contractor against same in a manner reasonably satisfactory to Contractor).

Insurance: With regard to any required additional insureds, additional Insured status shall be provided pursuant and subject to ISO Endorsement Form CG 20 10 04 13 and/or CG 20 37 04 13 or equivalent forms for policies other than Commercial General Liability; and only to the extent of Contractor's negligence in and during the performance of Work, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Contractor under this Agreement, it being the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct

Commented [BG1]: Unless the scope of adding our customer / other parties as an additional insured(s) is limited, they may be able to claim the full extent of our insurance coverage, independently of (and in addition to) our obligations under the agreement. While it is reasonable to expect our customers to require us to insure the indemnity obligations we have agreed to in the relevant contract, it is unreasonable to require us to insure their obligations beyond those we have specifically agreed to. We respectfully submit that we should not be acting as our customers' – nor any third party's – insurer for risks we do not assume under the contract.

Any requisite levels of coverage shall be construed as exact amounts (i.e.; "\$1M per Occurrence and Aggregate), as opposed to "minimums", "not less than" levels, or levels of "at least" a stated amount.

Commented [BG2]: We routinely object to vague terms such as "minimum," "at least," and "no less than." Courts have interpreted such language as giving certain persons (including additional insureds) access to the entire insurance tower over and above the stated amount. We are happy to provide coverage for the stated limits. We are not eager to open our entire insurance tower up to any customer. If it is Owner's intent to require insurance above and beyond the limits required under the contract, we can discuss pricing insurance with higher limits.

Hazardous Materials: Anything to the contrary notwithstanding, Contractor shall have no liability for any hazardous material not introduced to the Work location by it, and Owner shall indemnify, defend and hold harmless Contractor for any claims or liabilities arising from preexisting or latent hazardous material, except to the extent Contractor negligently or willfully exacerbates same and fails to take action to mitigate any resultant damage.

Liens: The validity and enforceability of any and all lien waivers, releases, claim waiver, or any similar document provided by Contractor are conditioned upon Contractor's receipt of funds from Owner with respect to the payment at issue, and all claim waivers, releases or any similar document provided by Contractor shall be limited to waiving and releasing Contractor's and its subcontractors' and vendors' claim(s) for payment only, notwithstanding contrary or inconsistent terms contained in such waiver or release.

Warranty:

Contractor's warranty for workmanship and materials, if any, shall extend one (1) year from substantial completion of Contractor's Work (or the earlier termination of this contract); and in addition, with regard to defects and non-conformances corrected pursuant thereto, Contractor's warranty term shall extend one (1) year from the date of repair; however, in no event shall Contractor's foregoing warranty, nor any warranty obligations of Contractor under this Agreement, extend for more than two (2) years from Substantial Completion of its Work (or the earlier termination of this Agreement).

THE EXPRESS WARRANTIES OF CONTRACTOR SET FORTH IN CONTRACTOR'S PROPOSAL ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF

WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES ELECTRICAL SERVICES /
TUPELO LIGHT & WATER

Addendum to Contract for Primary to Northwest Sub 46kV Pole Change-Out

TRADE), AND CONTRACTOR HEREBY DISCLAIMS, AND OWNER HEREBY WAIVES, ANY AND ALL SUCH OTHER WARRANTIES. THE WARRANTY COVERAGE SET FORTH IN CONTRACTOR'S PROPOSAL IS THE SOLE AND EXCLUSIVE REMEDY BY OWNER FOR CLAIMS RELATED TO AND ARISING FROM DEFECTIVE WORK.

EXCEPT TO THE EXTENT CONTRACTOR IS PERFORMING DESIGN-ENGINEERING WORK HEREUNDER, CONTRACTOR SHALL HAVE NO LIABILITY TRADITIONALLY NOR CUSTOMARILY FAILING TO ENGINEERS, SUCH AS GUARANTYING FITNESS FOR USE, NOR PERFORMANCE TO SPECIFICATION, ETC..

CONTRACTOR IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY ALLEGED BREACH OF THE WARRANTIES GIVEN IN THIS AGREEMENT TO THE EXTENT CAUSED BY OR ARISING OUT OF:

- (a) ORDINARY WEAR AND TEAR IN THE OPERATION OF THE PROJECT;
- (b) ALTERATIONS OR REPAIRS CARRIED OUT BY PERSONS NOT AUTHORIZED BY CONTRACTOR;
- (c) SERVICES PROVIDED BY, OR THE USE OF MATERIALS, EQUIPMENT, LAYOUTS OR DESIGNS SUPPLIED OR REQUIRED BY, ANY PARTY OTHER THAN CONTRACTOR, ITS SUBCONTRACTORS OR SUPPLIERS UNLESS APPROVED BY CONTRACTOR IN WRITING; OR
- (d) A FORCE MAJEURE EVENT; OR
- (e) OWNER'S FAILURE TO MAINTAIN THE PROJECT OR ANY PART THEREOF.

Anything to the contrary notwithstanding, to the extent that Contractor is required by the specifications, or by the written direction of Company or a person indemnified hereunder by Contractor, to construct, fabricate or otherwise provide the infringing design, apparatus or, article, Contractor's Products, Services, or Work Product, then Contractor makes no warranties and shall not be responsible to indemnify and/or hold harmless and/or defend Company or any other person from any intellectual property infringement or other intellectual property claims, nor to pay or reimburse any Claim Expenses, settlement, or judgment. additionally, to said extent, Company shall indemnify, hold harmless, and defend Contractor from any such claims.

This Addendum is hereby agreed to as evidenced by the Parties' duly authorized signatures below:

Owner- TUPELO LIGHT & WATER

By: _____
Name:
Title:
Date:

Contractor / Bidder – WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES ELECTRICAL SERVICES

By: _____
Name:
Title:
Date:

WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES ELECTRICAL SERVICES /
TUPELO LIGHT & WATER

Addendum to Contract for Primary to Northwest Sub 46kV Pole Change-Out

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Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Bid Bond

Bond No. Bid Bond

Amount \$ 5%

Know All Men By These Presents,

That we, William E. Groves Construction, LLC dba Groves Electrical Services

3135 Grapevine Road Madisonville, KY 42431

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Tupelo Water & Light

P.O. Box 1485 Tupelo, MS 38802

(hereinafter called the Obligee),

in the sum of Five Percent of Amount Bid Dollars
(\$ 5%), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

28th

day of

March, 2023

WHEREAS, the Principal has submitted a bid, dated April 6, 2023
for Primary to Northwest Sub 46kV Line Pole Change-Out

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

William E. Groves Construction, LLC dba Groves Electrical Services

Principal

By:



Federal Insurance Company

By:

Cheryl M. Husted Attorney-in-Fact

Chubb. Insured.SM

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Cheryl M. Husted**

Surety Bond Number: Bid Bond
Obligee: City of Tupelo Water & Light

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 3rd day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 3rd day of January, 2022, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316688
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 28, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**DOCUMENT 00300R1
BID FORM**

Project Identification: Primary to Northwest Sub 46kV Pole Change-Out

Contract Identification: 2023-016WL

This Bid is Submitted to (Name and Address of Owner):

Jennifer Shempert
City Purchasing Agent
City Hall
Post Office Box 1485/38802
71 East Troy Street/38804
Tupelo, Mississippi

This Bid is Submitted from (Contractor):

William E. Groves Construction, LLC dba Groves Electrical Services
3135 Grapevine Rd
Madisonville, KY 42431
Phone: 270-825-1437

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents. This bid/proposal and any contract awarded as a result is expressly conditioned upon the negotiation of mutually acceptable terms and conditions, such as those indicated by the enclosed proposed addendum to Contract.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged, if no addenda received, insert "None"):

Number	Date
<u>1</u>	<u>03/20/2023</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the GENERAL CONDITIONS, and accepts the determination set forth in paragraph 4.2 of the GENERAL CONDITIONS of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the GENERAL CONDITIONS.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID SUMMARY

4. **UNIT PRICE BID** - The BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

5. **INSERT BID UNIT ITEMS FOLLOWING THIS PAGE (CONSIST OF 5 PAGES)**

(a) Excel File "304Bid Form.xlsx" is provided to fill in bid prices.

AUTHORIZED CONTRACT AMENDMENTS

(See Document 00700 - GENERAL CONDITIONS,
Document 00800 - SUPPLEMENTARY CONDITIONS,
and Section 01021 - CASH ALLOWANCES for
description of ACA.)

Thirty-Thousand Dollars Zero cents (\$30,000.00).

TOTAL BID PRICE

(Total of Total Unit Bid Prices (Base and Alternate) and Authorized Contract Amendments)

Six Hundred Seventy-Seven Thousand
Seven Hundred Twenty-Nine Dollars 24/100 cents (\$ 677,729.24).

Unit Prices have been computed in accordance with paragraph 11.7 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

6. SUBCONTRACTORS LIST

DESCRIPTION	COMPANY NAME	BUSINESS ADDRESS
None		

7. Bidder agrees that the Work in ***Base Bid*** will be substantially complete on or before **October 4th, 2023** and completed and ready for final payment in accordance with paragraph 14.8 of the GENERAL CONDITIONS on or before **November 4th, 2023**.
8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
9. The following documents are attached to and made a condition of this Bid:
- (a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.
 - (b) Bidder's Qualification Statement, Document 00420. (Include in Separate Envelope)
 - (c) Drug-Free Workplace Affidavit, Document 00482.
 - (d) Equal Opportunity Provisions, Document 00820.
 - (e) Copies of Contractor's and Subcontractor's License Certificates, "Certificate of Responsibility".
10. Communications concerning this Bid shall be addressed to:
- The address of Bidder indicated below.
- The following address:
- Principal Contact: Heath Mackey, Project Manager
- Alternate Contact: John Mark Morris, Vice President of Operations
- Phone Number: 270-825-1437
- Fax: 270-825-1485
- Mail Address: PO Box 1205
Madisonville, KY 42431
- Street Address: 3135 Grapevine Rd
Madisonville, KY 42431
11. The terms used in this Bid which are defined in the GENERAL CONDITIONS or

Instructions will have the meanings assigned to them in the GENERAL CONDITIONS or Instructions.

Submitted on April 6, 2023.

State Contractor License No. No. 11847-MC.

If Bidder is:

An Individual

_____(SEAL)
(Individual's Signature)

(Individual's Name - Print/Type)

doing business as: _____

Business address: _____

Phone No.: _____

A Partnership

_____(SEAL)
(Firm Name)

(Signature of General Partner)

(Print/Type)

Business address: _____

Phone No.: _____

A Corporation (a Limited Liability Company)

William E. Groves Construction, LLC dba Groves Electrical Services
(Corporation Name)

By: John Mark Morris Title: Vice President of Operations
(Signature of person authorized to sign)

John Mark Morris
(Print/Type name of person authorized to sign)

(Corporate Seal)

Attest: Traci Burns
(Secretary)

KY

(State of incorporation)

Business address: 3135 Grapevine Rd

Madisonville, KY 42431

Phone No.: 270-825-1437

A Joint Venture

(Joint Venture) (SEAL)

By: _____ By: _____
(Signature of Joint Venturer) (Signature of Joint Venturer)

(Address) (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

ADDENDUM NO. 1

BID 2023-016WL

SPECIFICATIONS AND CONTRACT DOCUMENTS

LABOR AND MATERIAL
FOR

PRIMARY TO NORTHWEST SUBSTATION 46KV POLE REPLACEMENT

TUPELO WATER & LIGHT

LABOR & MATERIAL

MARCH 20, 2023

This addendum forms a part of the Contract Documents and modifies the original specifications, dated March 03, 2023 noted below. Acknowledge receipt of this Addendum by signing below and attaching to the Bid Documents. Failure to do so may subject bidder to disqualification.

Item No. 1: **Construction Drawing 1 of 9:** Replace Construction Drawing 1 of 9 with the attached Construction Drawing 1 of 9 with Revision 1. (Added Fiberglass Crossarm Note).

Notes of clarification:

1. All crossarms for transmission and distribution shall be fiberglass. Transmission crossarms shall be heavy duty with 3000# minimum capacity. Distribution crossarms shall be standard duty with 2500# minimum capacity.

By:



Bidder:



Date:



UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N 60-H1S	2	EA	\$ 10,500.00	\$ 11,404.40	43,808.80
N 65-H1S	4	EA	\$ 10,500.00	\$ 12,012.00	90,048.00
N 70-H1S	3	EA	\$ 11,500.00	\$ 12,695.20	72,585.60
N 75-H1S	8	EA	\$ 11,500.00	\$ 10,340.40	174,723.20
N 80-H1S	1	EA	\$ 12,000.00	\$ 14,190.40	26,190.40
N C2.51L (C9-2)	5	EA	\$ 800.00	\$ 1,428.49	11,142.45
N C2.51LX (C9-2X)	1	EA	\$ 800.00	\$ 1,319.64	2,119.64
N C2.52 (C2-1)	1	EA	\$ 800.00	\$ 1,205.29	2,005.29
N C2.52L (C2-2)	1	EA	\$ 900.00	\$ 1,358.17	2,258.17
N C6.52	1	EA	\$ 2,700.00	\$ 1,489.60	4,189.60
N E1.1L (E1-3)	37	EA	\$ 175.00	\$ 141.78	11,720.79
N E1.4L (E2-3)	5	EA	\$ 175.00	\$ 181.30	1,781.50
N E1.5	41	EA	\$ 125.00	\$ 60.90	7,621.90
N E3-10	21	EA	\$ 50.00	\$ 7.00	1,197.00
N F2.12 (F1-4S)	3	EA	\$ 250.00	\$ 329.52	1,738.55
N TA-2H	10	EA	\$ 250.00	\$ 953.36	12,033.58
N TA-3H	2	EA	\$ 250.00	\$ 894.56	2,289.12
N H1.1 (M2-11)	18	EA	\$ 200.00	\$ 91.66	5,249.84
NTX TS-1	4	EA	2,500.00	2,663.09	20,652.38
NTX TS-1L	3	EA	2,500.00	2,751.78	15,755.35
NTX TS-3	4	EA	2,900.00	2,322.35	20,889.39
NTX TS-5	1	EA	6,500.00	4,869.63	11,369.63
NTX TSD-1	4	EA	4,000.00	3,724.84	30,899.36
NTX TSS-1L	3	EA	2,500.00	2,904.57	16,213.70
N 636 ACSR - GROSBEAK	120	LF	10.00	7.00	2,040.00
N 3/8" STATIC WIRE	40	LF	10.00	1.40	456.00
TRAFFIC CONTROL	1	LS	11,000.00		11,000.00
SODDING	500	SF	5.00		2,500.00
Total Installation					604,479.24

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R 55-2W	1	EA	1,000.00		1,000.00
R 60-1W	2	EA	1,100.00		2,200.00
R 60-H1W	1	EA	1,100.00		1,100.00
R 65-2W	4	EA	1,100.00		4,400.00
R 70-1W	2	EA	1,200.00		2,400.00
R 75-1W	4	EA	1,200.00		4,800.00
R 75-2W	2	EA	1,350.00		2,700.00
R 80-1W	1	EA	1,350.00		1,350.00
R C2.51L (C9-2)	6	EA	275.00		1,650.00
R C2.51LX (C9-2X)	1	EA	275.00		275.00
R C2.52L (C2-2)	1	EA	275.00		275.00
R C6.52	1	EA	650.00		650.00
R E1.1 (E1-2)	1	EA	75.00		75.00
R E1.1L (E1-3)	2	EA	75.00		150.00
R E1.2 (E3-3)	27	EA	75.00		2,025.00
R E1.4 (E2-2)	1	EA	75.00		75.00
R E1.5	2	EA	100.00		200.00
R E3-10	9	EA	25.00		225.00
R F2.10 (F1-3S)	1	EA	100.00		100.00
R F2.12 (F1-4S)	8	EA	100.00		800.00
R F2.8 (F1-2S)	1	EA	100.00		100.00
R TA-2H	5	EA	150.00		750.00
R H1.1 (M2-11)	16	EA	75.00		1,200.00
RTX TS-1	4	EA	500.00		2,000.00
RTX TS-1L	2	EA	500.00		1,000.00
RTX TS-3	4	EA	650.00		2,600.00
RTX TS-5	1	EA	1,200.00		1,200.00
RTX TSD-1	4	EA	1,500.00		6,000.00
RTX TSS-1L	3	EA	650.00		1,950.00

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
					-
Total Removal					43,250.00

SUMMARY		EXT. LAB & MAT	
Installation			604,479.24
Removal			43,250.00
UNIT BID PRICE BASE BID			647,729.24
Authorized Contract Ammendments		\$	30,000.00
TOTAL BID PRICE		\$	677,729.24

DOCUMENT 00482 MS
DRUG-FREE WORKPLACE AFFIDAVIT
(must be attached to bid form upon submission)

STATE OF MISSISSIPPI
COUNTY OF _____

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

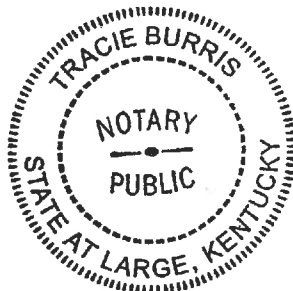
NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for William E. Groves Construction, LLC
dba Groves Electrical Services ;
(insert name and address of bidding entity)
2. That the bidding entity has submitted a bid to Tupelo Water and Light
(insert name of city, dept, project No.)
for the construction of Primary to Northwest Sub 46kV Line Pole Change-Out ;
(insert name of project)
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Miss. Code Ann. §71-7-1 through 71-7-33 (Rev. 1995);
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

John Mark Morris
AFFIANT (John Mark Morris)

SUBSCRIBED AND SWORN TO before me this 6th day of April, 20 23.



Tracie Burris KYNP8816
NOTARY PUBLIC

My commission expires: 6/11/2024

SECTION 00820 EQUAL OPPORTUNITY PROVISIONS

The Bidder represents that:

It has ☒, does not have ☐, 100 or more employees, and if it has, that

It has ☒, has not ☐, furnished the Equal Employment Opportunity - Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

The penalty for making false statements is prescribed in 18. U.S.C. 1001.

EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the Bidder agrees as follows:

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post, in conspicuous places available to

employees and applicants for employment, notices to be provided setting forth the provision of this Equal Opportunity Clause.

- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Bidder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Bidder's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Bidder will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

END OF SECTION

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES

ELECTRICAL SERVICES

P.O. BOX 1205

MADISONVILLE, KY 42431

is duly registered and entitled to perform

ELECTRICAL WORK



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 26 day of July, 2022

CERTIFICATE OF RESPONSIBILITY

No. 11847-MC

Expires Jul. 26, 2023

Joel A. Canell

CHAIRMAN OF THE BOARD