

**TUPELO WATER & LIGHT DEPARTMENT
 BID TABULATION
 BID NO. 2022-044WL
 NOVEMBER 8, 2022**

Item	Product	Vendor	Vendor
		R.O.W. Pro, LLC Blue Springs, MS	Looks Great Services Of MS, Inc. Columbia, MS
Electric Line Right-of-Way Clearing Services			
	<u>Labor (Hourly Rate)</u>		
	Straight Time:		
1	Working Supervisor	Included Below	\$60.31
2	Working Foreman	Included Below	\$57.95
3	Trimmer	Included Below	\$55.84
4	Groundman	Included Below	\$41.45
	*Per Diem for any out of town employees/person/day		\$162.50
	After-Hours:		
5	Working Supervisor	Included Below	\$90.47
6	Working Foreman	Included Below	\$86.93
7	Trimmer	Included Below	\$83.76
8	Groundman	Included Below	\$62.18
	*Per Diem for any out of town employees/person/day		\$162.50
	<u>Equipment (Hourly Rate)</u>		
	Straight-Time		
9	Bucket Truck	\$185.00	\$38.77
10	Chipper Truck	\$185.00	\$18.92
11	Pickup Truck	No Bid	\$12.29
12	Chipper	Included Above	\$9.85
13	Power Saw	No Bid	\$2.23
14	Tractor & Bush Hog	No Bid	\$67.31

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Item	Product	Vendor	Vendor
		R.O.W. Pro, LLC Blue Springs, MS	Looks Great Services Of MS, Inc. Columbia, MS
	<u>Equipment (Hourly Rate)</u>		
	After-Hours:		
15	Bucket Truck	\$215.00	\$75.60
16	Chipper Truck	\$215.00	\$35.95
17	Pickup Truck	No Bid	\$23.35
18	Chipper	Included Above	\$19.70
19	Power Saw	No Bid	\$4.25
20	Tractor & Bush Hog	No Bid	\$127.85
	<u>Additional Equipment (Hourly Rate)</u>		
	Straight-Time		
21	Self-Loading Grapple Truck		\$108.57
22	Skytrim/Jarraff		\$104.93

Minute Entry Sign Up Sheet

Date: 11/8/2022

Time: 10:00 AM

Bid # 2022-044WL

Department: TW&L

BID# 2022-044WL ELECTRIC LINE ROW LINE
CLEARING SERVICE

Project:

Attendance

Company

Jason McCaffrey

ROW PRO, LLC

Bill Logan

City of Tupelo

Jennifer Shempert

COT

Specifications and Proposal
For
Electric Line Right-of-Way Line Clearing Services

Bid No. 2022-044WL

October 11, 2022



Tupelo Water & Light Department
P.O. 588
Tupelo, MS 38802-0588

Publication Dates: October 11, 2022, 2021 & October 18, 2022

BID Opening Date: November 8, 2022 at 10:00 AM

LEGAL NOTICE
CITY OF TUPELO

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, P.O. Box 1485, Tupelo, MS 38802-1485; 71 East Troy Street, Tupelo MS 38804 until 10:00 am November 8, 2022 for the following:

Electric Line Right-of-Way Line Clearing Services
Bid # 2022-044WL

Official bid documents can be downloaded from www.tupelomsbids.com for a fee. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. For any questions relating to the electronic bid process, please call PH Bidding Group at 662-407-0193.

CITY OF TUPELO
PURCHASING
Traci Dillard
662-841-6456
Traci.Dillard@tupeloms.gov

Please run the legal ad stated above on October 11, 2022, 2021 & October 18, 2022

INVITATION, BID AND ACCEPTANCE
CITY OF TUPELO, MS

The City of Tupelo is seeking sealed bids for the items listed below and subject to the attached conditions will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until

10:00 AM November 8, 2022

and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

Electric Line Right-of-Way Clearing Services
Bid No. 2022-044WL

See attached specifications

If you have any questions concerning this bid, please contact:
Johnny Timmons, Manager TW&L, 662-841-6469
Al Jones, Electrical Superintendent TW&L, 662-841-6464

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered unto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.


Jennifer Shempert
Purchasing Agent
City of Tupelo, MS
662-841-6456
Traci.Dillard@tupeloms.gov

DATE 11/8/22

BIDDER E.O.W. PRO, LLC

ADDRESS 2143 Hwy 348 Blue Springs, MS 38878

TELEPHONE 662-231-9836

SIGNATURE 

CONDITION:

1. The city reserves the right to reject to any and all bids, to waive any informality unless otherwise specified by the city or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the city may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment thereof shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the city may by written notice terminate the right of the contractor of the contractor to proceed with deliveries or such part of parts thereof as to which there had been delay. In such event the city may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the city for any excess cost occasioned the city thereby: PROVIDED, that the contractor shall not be charged with any excess cost occasioned the city by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without fault or negligence of the contractor, including, but not restricted to acts of God or the public enemy, acts of the government, fires, floods, epidemics, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the city, state or federal government after the date set for the opening of this bid and made applicable directly upon the production, manufacture or sale of the supplies covered by this bid and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decrease accordingly, and any amount due the contractor as a result of such charge will be charged to the city entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER:

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the upper left-handed corner with the name and address of the bidder and the date and hour of opening and addressed as instructed.

GENERAL BIDDER REQUIREMENTS:

1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
2. The bidder shall sign and date the bid at the bottom of the form.
3. If the bid is delivered to city hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility number and time and date to be opened. If the bid is submitted electronically through PH Bidding Group, the Certificate of Responsibility shall be included with the bid documents.
4. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.

GENERAL SPECIFICATIONS:

1. The successful bidder must provide a Certificate of Insurance of \$300,000 minimum per vehicle with submitted bid.
2. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.
3. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.
4. The successful bidder must show evidence of Worker's Compensation insurance submitted with the bid.
5. The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.

INSTRUCTIONS TO BIDDERS

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES
TUPELO WATER & LIGHT DEPARTMENT
TUPELO, MISSISSIPPI

Bids that are sent by mail shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED - BID NO. 2022-044WL

ITEM: ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES

OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: Z.O.W Pro, LLC

ADDRESS: 2143 Hwy 348 Blue Springs, MS 38828

BID DUE: REFER TO LEGAL NOTICE

Bids that are sent by mail/parcel delivery service should be addressed to:

Jennifer Shempert
Purchasing Agent
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

Labor:

1 Each	Working Supervisor
1 Each	Working Foreman
1 Each	Trimmer
1 Each	Groundman

Equipment:

1 Each	Bucket Truck
1 Each	Chipper Truck
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

Bidders shall complete both copies of the Bid Proposal Form bound in this specification and shall submit both copies to the Owner at the time that the Bids are due. Bidders talking exceptions to any part of the Agreement included as a part of this RFP shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as shown in the Right of Way Line Clearance Services Agreement included in this Request for Proposals for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

MATERIALMAN'S PROPOSAL

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES
TUPELO WATER & LIGHT DEPARTMENT
TUPELO, MISSISSIPPI

TO: Jennifer Shempert
Purchasing Agent
City of Tupelo
71 East Troy Street P.O. Box 588
Tupelo, MS 38804 Tupelo, MS 38802-0588

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

#2022-044WL
Addendum No. _____ Dated 11/3/22

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required time to time by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

<u>Classification</u>	<u>Straight Time Rate per Hour</u>	<u>After-Hours Rate per Hour</u>
Working Supervisor	\$ <u>INC</u>	\$ _____
Working Foreman	\$ <u>INC</u>	\$ _____
Trimmer	\$ <u>INC</u>	\$ _____
Groundman	\$ <u>INC</u>	\$ _____

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of- Way Line Clearing Services shall also be included in equipment rates.

<u>Classification</u>	<u>Straight Time Rate per Hour</u>	<u>After-Hours Rate per Hour</u> ^{of} OVER 40 HRS
Bucket Truck	\$ <u>185</u>	\$ <u>215</u>
Chipper Truck ^{CHIPPER}	\$ <u>185</u>	\$ <u>215</u>
Pickup Truck	\$ <u> </u>	\$ <u> </u>
Chipper	\$ <u> </u>	\$ <u> </u>
Power Saw	\$ <u> </u>	\$ <u> </u>
Tractor and Bush Hog	\$ <u> </u>	\$ <u> </u>

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

<u>Equipment Hour</u>	<u>Rate per Hour</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

CONTRACTOR

BY:

CAROL ROSEN

TITLE:

OWNER

ADDRESS:

2143 Hwy 348 Blue Springs, MS 38828

TELEPHONE NO.:

662-231-9836

DATE SIGNED:

11/8/22

ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the _____ of _____, 2020 between the
Owner:

Tupelo Water & Light Department
P.O. Box 588
Tupelo, MS 38802-0588

and the Contractor:

*P.O.W. PRO, LLC
2143 Hwy 348
Boone Springs, MS
38828*

The Contractor is a (check and complete one of the following):

____ Corporation solely organized and existing under the laws of the State of
____ and having its principal office in:

(City) (County) (State)

____ Partnership of the following (List all Partners)

Partnership of the following (Sole Proprietorship)

The Contractor's taxpayer identification number is 426-77-6000

THE WORK COVERED BY THIS AGREEMENT IS AS FOLLOWS:

Tree trimming and associated debris removal in the Owner's electric service area.

THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN
ARTICLES 1 THROUGH 7, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:

CONTRACTED WORK

SECTION 1 SCOPE OF WORK

- A. The Contractor shall trim and remove trees along, under, and over the Owner's electric distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

SECTION 2 SPECIFICATIONS

2.1 TREE TRIMMING REQUIREMENTS

- A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.
- B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.
- C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:
- D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

2.2 TREE REMOVAL

- A. All tall growing tree species less than 6" in diameter at the height of 4'-6" above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6" feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

- B. Removal Criteria shall be as follows:
1. Undesirable fast-growing tree species.
 2. Trees which cannot be economically re-trimmed because of rapid re-growth.
 3. Trees which are left unsightly because of excess trimming.
 4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
 5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
 6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors).
- C. Trees will be removed as close to ground level as possible.
- D. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- E. Stumps that are capable of re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.
- F. Vines shall be cut and removed from poles, guy wires, and pole braces.
- G. Trees should not be removed when:
1. Owner's overhead lines are not directly involved.
 2. Low growing trees or shrubs that cause little interference with electric service.
 3. A service line is the only line involved.

2.3 WOOD WASTE DISPOSAL

- A. Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

SECTION 3 SUPERVISION

- A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its

authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

- B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.
- C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.
- D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.
- E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.
- F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

SECTION 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

- A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.

- B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.

- C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

SECTION 5 INSPECTION OF WORK

- A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants,

or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

SECTION 6 QUALITY CONTROL

- A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

SECTION 7 TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of two (2) years and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.
- B. After the initial two (2) year term, this agreement may be extended a maximum of two (2) additional one (1) year periods when mutually agreed by the Owner and Contractor.

SECTION 8 TERMINATION OF THE CONTRACT

- A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.
- B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

- C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.
- D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

8.2 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the paragraph.
- B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9 INSURANCE REQUIREMENTS

9.1 INSURANCE

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.

B. The Contractor's limits of liability shall be written for not less than the following:

1. GENERAL LIABILITY:

Commercial General Liability	
General Aggregate	\$2,000,000 Aggregate
Products & Completed Operations	\$2,000,000 Aggregate
Personal & Advertising Injury	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage	\$1,000,000 Per Occurrence
Fire Damage Liability	\$50,000 Per Occurrence
Medical Expense	\$5,000 Per Occurrence

2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage	\$1,000,000 Aggregate Bodily
Injury & Property Damage	\$500,000 Per Occurrence

3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage \$ 500,000 Per Occurrence
(Combined Single Limit)

Contractor Insurance Option Number 2:

Bodily Injury..... \$250,000 Per Person
Bodily Injury.....\$500,000 Per Accident
Property Damage.....\$100,000 Per Occurrence

4. EXCESS LIABILITY:

Bodily Injury & Property Damage\$1,000,000 Aggregate
(Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident..... \$100,000 Per Occurrence
Disease\$500,000 Policy Limit
Disease\$100,000 Per Employee

9.2 CERTIFICATE OF INSURANCE

- A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.
- B. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

- 10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.
- 10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

SECTION 11 SUBROGATION

- 11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- 12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

- A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

LABOR	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
Supervisor	INCLUDED BELOW	
Foreman	INCLUDED BELOW	
Trimmer	INCLUDED BELOW	
Groundman	INCLUDED BELOW	

EQUIPMENT	REGULAR HOURLY RATE PER VEHICLE	OR OVER 40 HRS STORM HOURLY RATE PER VEHICLE
Bucket Truck	\$185	\$215
CHIPPER + Chipper Truck	\$185	\$215
Pick-up Truck	—	
Chipper	—	
Power Saw	—	
Tractor & Bush Hog	—	

- B. Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

SECTION 14 PAYMENTS

14.1 PROGRESS PAYMENTS

- A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Owner pays invoices through city council meetings on the 1st and 3rd Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:
1. Labor and equipment types with associated hours
 2. Number of trees trimmed
 3. Number of trees removed by diameter class
 4. Location of work performed
- B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

SECTION 15 COUNTERPARTS

- 15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

SECTION 16 NO WAIVER

- 16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach.

No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

SECTION 17 ENTIRE AGREEMENT

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

CITY OF TUPELO WATER & LIGHT DEPARTMENT

ATTEST:

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

CONTRACTOR

ATTEST:

SIGNATURE: _____
NAME: CALEB ROBSON
TITLE: OWNER / PARTNER
DATE: _____

POST IN A
CONSPICUOUS
PLACE

City of Tupelo Privilege Tax License

License Number
33863

Business Name & Address: ROW PRO LLC
2143 HWY 348
BLUE SPRINGS, MS 38828

Issue Date: 11/07/2022
Expire Date: 09/30/2023

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in

Business as:

Location:

THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING
DECLARED TO BE UNLAWFUL IN THE STATE OF MISSISSIPPI



Business
License

John G. ...
Mayor

Kim Hanna
City Clerk/Tax Collector

This License is NOT Transferable

Specifications and Proposal
For
Electric Line Right-of-Way Line Clearing Services

Bid No. 2022-044WL

October 11, 2022



Tupelo Water & Light Department
P.O. 588
Tupelo, MS 38802-0588

Publication Dates: October 11, 2022, 2021 & October 18, 2022

BID Opening Date: November 8, 2022 at 10:00 AM

LEGAL NOTICE
CITY OF TUPELO

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, P.O. Box 1485, Tupelo, MS 38802-1485; 71 East Troy Street, Tupelo MS 38804 until 10:00 am November 8, 2022 for the following:

Electric Line Right-of-Way Line Clearing Services
Bid # 2022-044WL

Official bid documents can be downloaded from www.tupelomsbids.com for a fee. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. For any questions relating to the electronic bid process, please call PH Bidding Group at 662-407-0193.

CITY OF TUPELO
PURCHASING
Traci Dillard
662-841-6456
Traci.Dillard@tupeloms.gov

Please run the legal ad stated above on October 11, 2022, 2021 & October 18, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 16 Thompson Park Hattiesburg MS 39401	CONTACT NAME: Daphne Coleman PHONE (A/C, No, Ext): 601-554-7321 E-MAIL ADDRESS: daphne.coleman@bxsi.com	FAX (A/C, No): 877-288-0152	
	INSURER(S) AFFORDING COVERAGE		
INSURED Looks Great Services of MS, Inc. 1501 Highway 13 North Columbia MS 39429	LOOKGRE-01	INSURER A : American Guarantee and Liability Ins Co INSURER B : Markel American Ins. Co. INSURER C : Old Republic Insurance Co. INSURER D : Illinois Union Insurance Company INSURER E : INSURER F :	NAIC # 26247 28932 24147 27960

COVERAGES

CERTIFICATE NUMBER: 1210385840

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	MWZY31369222	2/1/2022	2/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Per Project Agg Cap \$10,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB313692	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	AUC019344806	2/1/2022	2/1/2023	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	MWC31369022	2/1/2022	2/1/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B D	Rented/Leased Equipment Pollution			MKLM4IM0052833 CPYG28206690003	4/14/2022 1/12/2021	4/14/2023 1/12/2023	Per Item/Occurrence \$250,000 Occur/Agg \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S) AND ANY OTHER PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
 Blanket Additional Insured coverage provided applying on a primary and non-contributory basis.
 Blanket Waiver of Subrogation.
 Liability assumed in an "Insured Contract" as defined by policy.
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Tupelo Water & Light Department
 P.O. 588
 Tupelo, MS 38802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY BXS Insurance		NAMED INSURED Looks Great Services of MS, Inc. 1501 Highway 13 North Columbia MS 39429	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket Additional Insured – Lessors of Leased Equipment.

Automobile Liability :
 Blanket Additional Insured.
 Blanket Waiver of Subrogation.

Workers Compensation:
 Blanket Waiver of Subrogation.
 Blanket Alternate Employer
 Officers Excluded: Kristian Agoglia and Yolanda Agoglia

Rented/Leased Equipment:
 Blanket Loss Payee in favor of lessor of leased equipment.

Owners & Contractors Protective Liability coverage may be purchased if Looks Great Services of MS, Inc. is awarded the job.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

LOOKSGREAT SERVICES OF MS, INC.
1501 HIGHWAY 13 NORTH
COLUMBIA, MS 39429

is duly registered and entitled to perform

- 1) CLEARING, GRUBBING, SNAGGING
- 2) HEAVY CONSTRUCTION
- 3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 4) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION
- 5) RIGHT OF WAY CLEARING
- 6) TREE TRIMMING

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 13 day of Nov., 2021



CERTIFICATE OF RESPONSIBILITY

No. 18782-MC

Expires Nov. 13, 2022

Joel A. Canell,

CHAIRMAN OF THE BOARD

INVITATION, BID AND ACCEPTANCE
CITY OF TUPELO, MS

The City of Tupelo is seeking sealed bids for the items listed below and subject to the attached conditions will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until

10:00 AM November 8, 2022

and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

Electric Line Right-of-Way Clearing Services
Bid No. 2022-044WL

See attached specifications

If you have any questions concerning this bid, please contact:
Johnny Timmons, Manager TW&L, 662-841-6469
Al Jones, Electrical Superintendent TW&L, 662-841-6464

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered unto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.


Jennifer Shempert
Purchasing Agent
City of Tupelo, MS
662-841-6456
Traci.Dillard@tupeloms.gov

DATE November 8, 2022

BIDDER Looks Great Services of MS, Inc.

ADDRESS 1501 Highway 13 North, Columbia, MS 39429

TELEPHONE 601-736-0037

SIGNATURE 

CONDITION:

1. The city reserves the right to reject to any and all bids, to waive any informality unless otherwise specified by the city or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the city may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment thereof shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, of any extension thereof, the city may by written notice terminate the right of the contractor of the contractor to proceed with deliveries or such part of parts thereof as to which there had been delay. In such event the city may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the city for any excess cost occasioned the city thereby: PROVIDED, that the contractor shall not be charged with any excess cost occasioned the city by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without fault or negligence of the contractor, including, but not restricted to acts of God or the public enemy, acts of the government, fires, floods, epidemics, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the city, state or federal government after the date set for the opening of this bid and made applicable directly upon the production, manufacture or sale of the supplies covered by this bid and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decrease accordingly, and any amount due the contractor as a result of such charge will be charged to the city entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER:

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the upper left-handed corner with the name and address of the bidder and the date and hour of opening and addressed as instructed.

GENERAL BIDDER REQUIREMENTS:

1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
2. The bidder shall sign and date the bid at the bottom of the form.
3. If the bid is delivered to city hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility number and time and date to be opened. If the bid is submitted electronically through PH Bidding Group, the Certificate of Responsibility shall be included with the bid documents.
4. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.

GENERAL SPECIFICATIONS:

1. The successful bidder must provide a Certificate of Insurance of \$300,000 minimum per vehicle with submitted bid.
2. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.
3. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.
4. The successful bidder must show evidence of Worker’s Compensation insurance submitted with the bid.
5. The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.

INSTRUCTIONS TO BIDDERS

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES
TUPELO WATER & LIGHT DEPARTMENT
TUPELO, MISSISSIPPI

Bids that are sent by mail shall be clearly marked “Bid Enclosed” or “Bid Envelope Enclosed” as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED – BID NO. 2022-044WL

ITEM: ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES

OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: Looks Great Services of MS, Inc.

ADDRESS: 1501 Highway 13 North, Columbia, MS 39429

BID DUE: REFER TO LEGAL NOTICE

Bids that are sent by mail/parcel delivery service should be addressed to:

Jennifer Shempert
Purchasing Agent
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

Labor:

1 Each	Working Supervisor
1 Each	Working Foreman
1 Each	Trimmer
1 Each	Groundman

Equipment:

1 Each	Bucket Truck
1 Each	Chipper Truck
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

Bidders shall complete both copies of the Bid Proposal Form bound in this specification and shall submit both copies to the Owner at the time that the Bids are due. Bidders talking exceptions to any part of the Agreement included as a part of this RFP shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as shown in the Right of Way Line Clearance Services Agreement included in this Request for Proposals for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

MATERIALMAN'S PROPOSAL

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES
TUPELO WATER & LIGHT DEPARTMENT
TUPELO, MISSISSIPPI

TO: Jennifer Shempert
Purchasing Agent
City of Tupelo
71 East Troy Street P.O. Box 588
Tupelo, MS 38804 Tupelo, MS 38802-0588

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No. None Dated N/A

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required time to time by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

<u>Classification</u>	<u>Straight Time Rate per Hour</u>	<u>After-Hours Rate per Hour</u>
Working Supervisor	\$ <u>60.31</u>	\$ <u>90.47</u>
Working Foreman	\$ <u>57.95</u>	\$ <u>86.93</u>
Trimmer	\$ <u>55.84</u>	\$ <u>83.76</u>
Groundman	\$ <u>41.45</u>	\$ <u>62.18</u>

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of- Way Line Clearing Services shall also be included in equipment rates.

<u>Classification</u>	<u>Straight Time Rate per Hour</u>	<u>After-Hours Rate per Hour</u>
Bucket Truck	\$ <u>38.77</u>	\$ <u>75.60</u>
Chipper Truck	\$ <u>18.92</u>	\$ <u>35.95</u>
Pickup Truck	\$ <u>12.29</u>	\$ <u>23.35</u>
Chipper	\$ <u>9.85</u>	\$ <u>19.70</u>
Power Saw	\$ <u>2.23</u>	\$ <u>4.25</u>
Tractor and Bush Hog	\$ <u>67.31</u>	\$ <u>127.85</u>

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

<u>Equipment Hour</u>		<u>Rate per Hour</u>
Self-Loading Grapple Truck	Storm Rate: \$206.30	\$ <u>108.57</u>
Skytrim/Jaraff	Storm Rate: 189.40	\$ <u>104.93</u>
Please see the attached list of STORM rates on the following page.		\$ _____
		\$ _____

Looks Great Services of MS, Inc.

1501 Highway 13 North
Columbia, MS 39429
Phone: 601-736-0037
Fax: 601-736-1924
Prepared By: Orry Sanders



QUOTE

CUSTOMER:

Company **Tupelo Light Power and Water**
Attn **Traci Dillard**
Address **P.O. 588**
Address **Tupelo, MS 38802**
Phone **662-841-6456**

DATE: 8-Nov-22
QUOTE #:
PROJECT: 2022-044WL
CUSTOMER ID:
VALID UNTIL:

LINE NO.	DESCRIPTION	UNIT	UNIT PRICE
EMERGENCY/STORM RATES			
1	Per Diem / Per Person / Per Day	Day	\$ 36.00
2	Lodging / Per Person / Per Day	Day	\$ 126.50
3	100' Bucket Truck	Hour	\$ 99.75
4	75' Bucket Truck	Hour	\$ 75.60
5	60' Bucket Truck	Hour	\$ 75.60
6	72' Track Bucket	Hour	\$ 101.00
7	Chip Truck	Hour	\$ 35.95
8	Self-Loading Grapple Truck	Hour	\$ 206.30
9	Mechanic Truck	Hour	\$ 37.00
10	Pick-up/Crew Truck	Hour	\$ 23.35
11	Trailer 16'-20'	Hour	\$ 5.75
12	Semi Tractor with Lowboy	Hour	\$ 113.25
13	Backhoe	Hour	\$ 99.00
14	D4 Bulldozer	Hour	\$ 96.50
15	D6 Bulldozer	Hour	\$ 149.25
16	Chainsaw	Hour	\$ 4.25
17	312 Excavator	Hour	\$ 102.50
18	325 Excavator	Hour	\$ 174.25
19	138 Excavator	Hour	\$ 107.75
20	228 Excavator	Hour	\$ 143.50
21	Track Loader (Skidsteer)	Hour	\$ 92.75
22	Track Loader (Skidsteer with EcoCutter)	Hour	\$ 113.25
23	Tractor (6' Brown Cutter)	Hour	\$ 127.85
24	Hydro-Ax	Hour	\$ 261.70
25	Kershaw Klearway 500	Hour	\$ 314.80
26	Tractor (8'-10' Mower)	Hour	\$ 151.00
27	Side by Side/ATV	Hour	\$ 6.75
28	Stump Grinder	Hour	\$ 67.00
29	Skytrim/Jarraff	Hour	\$ 189.40
30	Chipper 12"	Hour	\$ 19.70
31	Chipper 18"	Hour	\$ 28.75

NOTES: Please call Orry Sanders for any questions at 601-441-8228
For out of area crews there will be a fuel mileage rate of \$3.50 per mile.

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. OTHER CONSIDERATIONS:


It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

CONTRACTOR

BY:

Kristian Agoglia



TITLE:

Vice President

ADDRESS:

1501 Highway 13 North

Columbia, MS 39429

TELEPHONE NO.:

601-736-0037

DATE SIGNED:

November 8, 2022

ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the 8th of November, 2020 between the
Owner:

Tupelo Water & Light Department
P.O. Box 588
Tupelo, MS 38802-0588

and the Contractor:

Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429

The Contractor is a (check and complete one of the following):

Corporation solely organized and existing under the laws of the State of Mississippi
 and having its principal office in:

Columbia, Marion, Mississippi
(City) (County) (State)

_____ Partnership of the following (List all Partners)

_____ Partnership of the following (Sole Proprietorship)

The Contractor's taxpayer identification number is _____.

THE WORK COVERED BY THIS AGREEMENT IS AS FOLLOWS:

Tree trimming and associated debris removal in the Owner's electric service area.

THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN
ARTICLES 1 THROUGH 7, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:

CONTRACTED WORK

SECTION 1 SCOPE OF WORK

- A. The Contractor shall trim and remove trees along, under, and over the Owner's electric distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

SECTION 2 SPECIFICATIONS

2.1 TREE TRIMMING REQUIREMENTS

- A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.
- B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.
- C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:
- D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

2.2 TREE REMOVAL

- A. All tall growing tree species less than 6" in diameter at the height of 4'-6" above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6" feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

- B. Removal Criteria shall be as follows:
 - 1. Undesirable fast-growing tree species.
 - 2. Trees which cannot be economically re-trimmed because of rapid re-growth.
 - 3. Trees which are left unsightly because of excess trimming.
 - 4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
 - 5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
 - 6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors).
- C. Trees will be removed as close to ground level as possible.
- D. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- E. Stumps that are capable of re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.
- F. Vines shall be cut and removed from poles, guy wires, and pole braces.
- G. Trees should not be removed when:
 - 1. Owner's overhead lines are not directly involved.
 - 2. Low growing trees or shrubs that cause little interference with electric service.
 - 3. A service line is the only line involved.

2.3 WOOD WASTE DISPOSAL

- A. Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

SECTION 3 SUPERVISION

- A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its

authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

- B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.
- C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.
- D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.
- E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.
- F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

SECTION 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

- A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.
- B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.
- C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

SECTION 5 INSPECTION OF WORK

- A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants,

or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

SECTION 6 QUALITY CONTROL

- A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

SECTION 7 TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of two (2) years and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.
- B. After the initial two (2) year term, this agreement may be extended a maximum of two (2) additional one (1) year periods when mutually agreed by the Owner and Contractor.

SECTION 8 TERMINATION OF THE CONTRACT

- A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.
- B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

- C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.
- D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

8.2 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the paragraph.
- B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9 INSURANCE REQUIREMENTS

9.1 INSURANCE

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.

B. The Contractor's limits of liability shall be written for not less than the following:

1. GENERAL LIABILITY:

Commercial General Liability	
General Aggregate	\$2,000,000 Aggregate
Products & Completed Operations	\$2,000,000 Aggregate
Personal & Advertising Injury	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage	\$1,000,000 Per Occurrence
Fire Damage Liability	\$50,000 Per Occurrence
Medical Expense	\$5,000 Per Occurrence

2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage	\$1,000,000 Aggregate Bodily
Injury & Property Damage	\$500,000 Per Occurrence

3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage \$ 500,000 Per Occurrence
(Combined Single Limit)

Contractor Insurance Option Number 2:

Bodily Injury..... \$250,000 Per Person
Bodily Injury.....\$500,000 Per Accident
Property Damage..... \$100,000 Per Occurrence

4. EXCESS LIABILITY:

Bodily Injury & Property Damage\$1,000,000 Aggregate
(Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident \$100,000 Per Occurrence
Disease\$500,000 Policy Limit
Disease\$100,000 Per Employee

9.2 CERTIFICATE OF INSURANCE

- A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.
- B. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

- 10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

- 10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.
- 10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

SECTION 11 SUBROGATION

- 11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- 12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

- A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

LABOR	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
Supervisor	60.31	90.47
Foreman	57.95	86.93
Trimmer	55.84	83.76
Groundman	41.45	62.18

EQUIPMENT	REGULAR HOURLY RATE PER VEHICLE	STORM HOURLY RATE PER VEHICLE
Bucket Truck	38.77	75.60
Chipper Truck	18.92	35.95
Pick-up Truck	12.29	23.35
Chipper	9.85	19.70
Power Saw	2.23	4.25
Tractor & Bush Hog	67.31	127.85

- B. Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

SECTION 14 PAYMENTS

14.1 PROGRESS PAYMENTS

- A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Owner pays invoices through city council meetings on the 1st and 3rd Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:
 - 1. Labor and equipment types with associated hours
 - 2. Number of trees trimmed
 - 3. Number of trees removed by diameter class
 - 4. Location of work performed
- B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

SECTION 15 COUNTERPARTS

- 15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

SECTION 16 NO WAIVER

- 16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach.

No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

SECTION 17 ENTIRE AGREEMENT

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.


CITY OF TUPELO WATER & LIGHT DEPARTMENT


ATTEST:

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

CONTRACTOR

ATTEST:



SIGNATURE:  _____
NAME: Kristian Agoglia
TITLE: Vice President
DATE: November 8, 2022