

TUPELO WATER & LIGHT DEPARTMENT
BID NO. 2026-001WL - Opened January 20, 2026

		Vendor						
Item	Product	R.O.W. Pro, LLC Blue Springs, MS	Looks Great Services of MS Columbia, MS	Killen Contractors Brandon, MS	Homeland Contracting Svcs Columbus, NC	Good Hope Recovery, LLC Natchez, MS	B&H Tree Service Amory, MS	Yellow Creek Tree & Land Mgmnt Dickson, TN
Electric Line Right-of-Way Clearing Services								
<u>Labor (Hourly Rate)</u>								
<i>Straight Time:</i>								
1	Working Supervisor	\$40.00	\$74.25	\$58.30	\$45.00	\$77.00	\$25.00	\$30.80
2	Working Foreman	\$35.00	\$69.49	\$52.50	\$35.00	\$65.00	\$20.00	\$25.30
3	Trimmer	\$25.00	\$59.50	\$48.80	\$27.00	\$60.00	\$18.00	\$23.10
4	Groundman	\$20.00	\$48.16	\$45.00	\$25.00	\$56.00	\$15.00	\$20.09
<i>After-Hours:</i>								
5	Working Supervisor	\$60.00	\$96.14	\$83.95	\$81.00	\$108.00	\$37.00	\$46.20
6	Working Foreman	\$52.50	\$91.01	\$78.25	\$63.00	\$80.00	\$30.00	\$37.95
7	Trimmer	\$37.50	\$77.08	\$69.70	\$48.60	\$78.75	\$27.00	\$34.65
8	Groundman	\$30.00	\$61.44	\$64.00	\$45.00	\$75.00	\$22.00	\$30.14
<u>Equipment (Hourly Rate)</u>								
<i>Straight-Time</i>								
9	Bucket Truck	\$70.00	\$50.00	\$60.00	\$124.48	\$85.00	\$85.00	\$29.00
10	Chipper Truck	\$20.00	\$30.00	\$55.00	\$90.00	\$70.00	\$75.00	\$37.81
11	Aerial Lift	\$70.00	\$65.00	\$15.00	\$88.51	\$65.00	\$65.00	\$22.00
12	Pickup Truck	\$10.00	\$25.00	\$22.00	\$57.96	\$42.00	\$25.00	\$11.00
13	Chipper	\$10.00	\$15.00	\$15.00	\$117.21	\$42.00	\$55.00	\$9.00
14	Power Saw	\$5.00	\$2.00	\$1.50	\$30.81	\$6.00	\$15.00	\$1.50
15	Tractor & Bush Hog	\$0.00	\$75.00	\$45.00	\$71.81	\$55.00	\$65.00	\$45.00
<u>Equipment (Hourly Rate)</u>								
<i>After-Hours:</i>								
16	Bucket Truck	\$90.00	\$50.00	\$60.00	\$224.06	\$85.00	\$130.00	\$34.00
17	Chipper Truck	\$40.00	\$30.00	\$55.00	\$162.00	\$70.00	\$115.00	\$42.81
18	Aerial Lift	\$90.00	\$35.00	\$15.00	\$159.32	\$65.00	\$105.00	\$27.00
19	Pickup Truck	\$30.00	\$25.00	\$22.00	\$104.33	\$42.00	\$65.00	\$13.00
20	Chipper	\$30.00	\$15.00	\$15.00	\$210.98	\$42.00	\$90.00	\$12.00
21	Power Saw	\$25.00	\$2.00	\$1.50	\$55.46	\$6.00	\$15.00	\$2.00
22	Tractor & Bush Hog	\$0.00	\$75.00	\$45.00	\$129.26	\$55.00	\$100.00	\$50.00
<u>HOURLY TOTAL</u>								
Straight-Time		\$305.00	\$513.40	\$418.10	\$712.78	\$623.00	\$463.00	\$254.60
After-Hours		\$462.50	\$528.10	\$495.15	\$1,265.01	\$701.75	\$728.00	\$321.94
40-Hour Week		\$12,200.00	\$20,536.00	\$16,724.00	\$28,511.20	\$24,920.00	\$18,520.00	\$10,184.00

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

Bid No. 2026-001WL



Tupelo Water & Light Department
320 North Front Street
Tupelo, MS 38804

Publication Dates: December 31, 2025, and January 7, 2026

BID Opening Date: January 20, 2026 at 10:00 AM

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026

Bids can be submitted via sealed bid at the Purchase Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid documents and specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193 or admin@phbidding.com.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into 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.

The City of Tupelo reserves the right to reject any and/or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

Kim Hanna
City Clerk

Publication Dates: December 31, 2025
January 7, 2026

**ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL**

I. SCOPE OF WORK

The Contractor shall trim and remove trees along, under, and over the Owner's electric primary and secondary 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.

II. SPECIFICATIONS

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.

TREE REMOVAL

- E. 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.
- F. 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).
- G. Trees will be removed as close to ground level as possible.
- H. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- I. 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.
- J. Vines shall be cut and removed from poles, guy wires, and pole braces.
- K. 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.

WOOD WASTE DISPOSAL

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.

III. 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 personnel and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any pieces of 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.

IV. 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.

V. INSPECTION OF WORK

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.

VI. QUALITY CONTROL

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.

VII. TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of one (1) year 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 one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

VIII. 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.

IX. 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.

X. INSURANCE REQUIREMENTS

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
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(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
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(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

CERTIFICATE OF INSURANCE

C. 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.

D. 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.

XI. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

- A. 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.
- B. 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.
- C. 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.

XII. SUBROGATION

- A. 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.

XIII. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- A. 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.

XIV. INVOICES AND PAYMENTS

- 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 rates provided on the Bid Form.
- B. Payments of 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. After hours rates will be paid by the Owner only when agreed upon by both parties in advance.

- C. The Contractor shall submit invoices to the Owner weekly/monthly for the work performed during the previous week/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 the submitted 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
- D. The contract price set forth on the Bid Form 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.

XV. INSTRUCTIONS TO BIDDERS

- A. 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. 2026-001WL
 ITEM: ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
 OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: _____

ADDRESS: _____

BID DUE: (REFER TO LEGAL NOTICE)

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

Kim Hanna
 City Clerk
 City of Tupelo
 P.O. Box 1485
 Tupelo, MS 38802-1485

- B. 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.
- C. 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.

- D. 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	Aerial Lift with a 36" Overall Width (Equivalent to an Altec Model AT41MGW for use in back yards)
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

- E. Bidders taking exception to any part of the Agreement included as a part of this Invitation for Bid (IFB) 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 described and included in this IFB 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.
- F. 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.
- G. 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.

**BID FORM
 BID NO. 2026-001WL
 ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES**

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 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 JANUARY 14, 2026

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY 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>40.00</u>	\$ <u>60.00</u>
Working Foreman	\$ <u>35.00</u>	\$ <u>52.50</u>
Trimmer	\$ <u>25.00</u>	\$ <u>37.50</u>
Groundman	\$ <u>20.00</u>	\$ <u>30.00</u>

4. EXCEPTIONS:

5. 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.

SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO <u>NOT</u> USE TRADE NAME):
<i>R.O.W. Pro LLC</i>
ADDRESS:
<i>2143 Highway 348</i>
<i>Blue Springs, MS 38828</i>
SIGNATURE: <i>Caleb Robison</i>
NAME OF PERSON SIGNING (PRINT): <i>Caleb Robison</i>
TITLE: <i>OWNER/CEO</i>
TELEPHONE: <i>662-231-9836</i>
FAX:
E-MAIL ADDRESS: <i>rowproceo1@outlook.com</i>
DATE: <i>JANUARY 14, 2026</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2025

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).

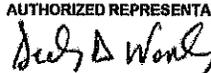
PRODUCER Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211	CONTACT NAME: Heather Strong	
	PHONE (A/C, No, Ext): 601-360-8870	FAX (A/C, No): 601-355-3227
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : LUBA Cas Ins Co		12472
INSURER B : Firemen's Ins Co of Washington D.C.		21784
INSURER C : Progressive Gulf Insurance Co		42412
INSURER D :		
INSURER E :		
INSURER F :		

INSURED ROWPROL-CL
ROW Pro, LLC
2143 Highway 348
Blue Springs MS 38828-9368

COVERAGES **CERTIFICATE NUMBER: 538138887** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 OTHER:		CLA458781540	12/2/2025	12/2/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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		886626701	11/19/2025	11/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 <input type="checkbox"/> N/A	028000023636125	3/15/2025	3/15/2026	<input checked="" 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

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

CERTIFICATE HOLDER	CANCELLATION
City of Tupelo 71 E Troy street Tupelo MS 38804	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2025

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.

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PRODUCER Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211	CONTACT NAME: Heather Strong	
	PHONE (A/C, No, Ext): 601-360-8870 FAX (A/C, No): 601-355-3227	
INSURED ROW Pro, LLC 2143 Highway 348 Blue Springs MS 38828-9368	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: LUBA Cas Ins Co	12472
	INSURER B: Firemen's Ins Co of Washington D.C.	21784
	INSURER C: Progressive Gulf Insurance Co	42412
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 538138887 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		CLA458781540	12/2/2025	12/2/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 OTHER \$
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		866626701	11/19/2025	11/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	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 <input type="checkbox"/>	028000023636125	3/15/2025	3/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER City of Tupelo 71 E Troy street Tupelo MS 38804	CANCELLATION 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

**BID FORM
 BID NO. 2026-001WL
 ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES**

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 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. _____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY 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	\$ 74.25 _____	\$ 96.14 _____
Working Foreman	\$ 69.49 _____	\$ 91.01 _____
Trimmer	\$ 59.50 _____	\$ 77.08 _____
Groundman	\$ 48.16 _____	\$ 61.44 _____

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>50.00</u>	\$ <u>50.00</u>
Chipper Truck	\$ <u>30.00</u>	\$ <u>30.00</u>
Aerial Lift	\$ <u>65.00</u>	\$ <u>65.00</u>
Pickup Truck	\$ <u>25.00</u>	\$ <u>25.00</u>
Chipper	\$ <u>15.00</u>	\$ <u>15.00</u>
Power Saw	\$ <u>2.00</u>	\$ <u>2.00</u>
Tractor and Bush Hog	\$ <u>1.00</u>	\$ <u>1.00</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</u>	<u>Rate per Hour</u>
<u>SkyTrimmer</u>	\$ <u>70.00</u>
<u>Skidsteer</u>	\$ <u>85.00</u>
<u>Grapple Truck (60 Yard)</u>	\$ <u>85.00</u>
<u>_____</u>	\$ <u>_____</u>

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

4. EXCEPTIONS:

None

5. 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.

**SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES**

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO <u>NOT</u> USE TRADE NAME):
Looks Great Services of MS, Inc.
ADDRESS:
1501 Hwy 13 North
Columbia, MS 39429
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Paul Pickett
TITLE: Project Executive
TELEPHONE: (601) 736-0037
FAX: (601) 736-1924
E-MAIL ADDRESS: bids@looksgreatservices.com
DATE: 1/13/2026

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

Bid No. 2026-001WL



Tupelo Water & Light Department
320 North Front Street
Tupelo, MS 38804

Publication Dates: December 31, 2025, and January 7, 2026

BID Opening Date: January 20, 2026 at 10:00 AM

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026

Bids can be submitted via sealed bid at the Purchase Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid documents and specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193 or admin@phbidding.com.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into 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.

The City of Tupelo reserves the right to reject any and/or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

Kim Hanna
City Clerk

Publication Dates: December 31, 2025
January 7, 2026

**ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL**

I. SCOPE OF WORK

The Contractor shall trim and remove trees along, under, and over the Owner's electric primary and secondary 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.

II. SPECIFICATIONS

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.

TREE REMOVAL

- E. 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.
- F. 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).
- G. Trees will be removed as close to ground level as possible.
- H. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- I. 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.
- J. Vines shall be cut and removed from poles, guy wires, and pole braces.
- K. 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.

WOOD WASTE DISPOSAL

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.

III. 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 personnel and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any pieces of 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.

IV. 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.

V. INSPECTION OF WORK

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.

VI. QUALITY CONTROL

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.

VII. TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of one (1) year 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 one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

VIII. 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.

IX. 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 of 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.

X. INSURANCE REQUIREMENTS

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

CERTIFICATE OF INSURANCE

C. 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.

D. 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.

XI. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

- A. 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.
- B. 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.
- C. 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.

XII. SUBROGATION

- A. 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.

XIII. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- A. 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.

XIV. INVOICES AND PAYMENTS

- 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 rates provided on the Bid Form.
- B. Payments of 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. After hours rates will be paid by the Owner only when agreed upon by both parties in advance.

- C. The Contractor shall submit invoices to the Owner weekly/monthly for the work performed during the previous week/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 the submitted 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
- D. The contract price set forth on the Bid Form 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.

XV. INSTRUCTIONS TO BIDDERS

- A. 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. 2026-001WL
 ITEM: ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
 OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: Killen Contractors Inc

ADDRESS: 167 Gulde Rd Brandon, MS 39042

BID DUE: (REFER TO LEGAL NOTICE)

Bids that are sent by mail/parcel delivery service should be addressed to:
 Kim Hanna
 City Clerk
 City of Tupelo
 P.O. Box 1485
 Tupelo, MS 38802-1485

- B. 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.
- C. 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.

D. 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 Aerial Lift with a 36" Overall Width (Equivalent to an Altec Model AT41MGW for use in back yards)
- 1 Each Pickup Truck
- 1 Each Chipper
- 1 Lot Saws as Required

- E. Bidders taking exception to any part of the Agreement included as a part of this Invitation for Bid (IFB) 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 described and included in this IFB 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.
- F. 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.
- G. 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.

**BID FORM
 BID NO. 2026-001WL
 ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES**

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 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. _____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY 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>58.30</u>	\$ <u>83.95</u>
Working Foreman	\$ <u>52.50</u>	\$ <u>78.25</u>
Trimmer	\$ <u>48.80</u>	\$ <u>69.70</u>
Groundman	\$ <u>45.00</u>	\$ <u>64.00</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>60.00</u>	\$ <u>60.00</u>
Chipper Truck	\$ <u>55.00</u>	\$ <u>55.00</u>
Aerial Lift	\$ <u>15.00</u>	\$ <u>15.00</u>
Pickup Truck	\$ <u>22.00</u>	\$ <u>22.00</u>
Chipper	\$ <u>15.00</u>	\$ <u>15.00</u>
Power Saw	\$ <u>1.50</u>	\$ <u>1.50</u>
Tractor and Bush Hog	\$ <u>45.00</u>	\$ <u>45.00</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</u>	<u>Rate per Hour</u>
<u>Skid Steer - with brush cutter</u>	\$ <u>75.00</u>
<u>- with grapple</u>	\$ <u>35.00</u>
<u>Mini skid steer with grapple</u>	\$ <u>15.00</u>
<u>Self loading grapple trucks, single axle</u>	\$ <u>35.00</u>

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

4. EXCEPTIONS:

5. 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.

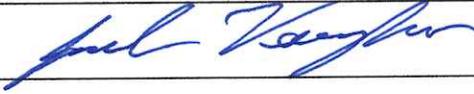
It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

**SIGNATURE SHEET
 BID NO. 2026-001WL
 ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES**

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO NOT USE TRADE NAME):
Josh Vaughan
ADDRESS:
167 Gulde Rd Brandon, MS 39042
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Josh Vaughan
TITLE: VP of ROW Operations
TELEPHONE: (601) 664-8219 (601) 854-6522
FAX: 601-854-6625
E-MAIL ADDRESS: josh@killencontractors.com
DATE: 1-19-26



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2025

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.

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.

Table with PRODUCER (Fisher Brown Bottrell Insurance), CONTACT NAME (Sophie Iannelli), INSURER(S) AFFORDING COVERAGE (Liberty Mutual Insurance Company, Starr Indemnity & Liability Company), and INSURED (Killen Contractors, Inc.)

COVERAGES CERTIFICATE NUMBER: 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.

Main table listing coverages: COMMERCIAL GENERAL LIABILITY (Policy TB2645445734025), AUTOMOBILE LIABILITY (Policy AS7645445734035), UMBRELLA LIAB (Policy 1000586124251), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Policy WCC645445734015), and Installation/Builder (Policy YM2Z91455878055).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability policy contains Blanket Additional Insured wording, including completed operations, on a primary & non-contributory basis...

CERTIFICATE HOLDER (For Bid Purposes Only Insurance) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.)

BID FORM
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

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 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. _____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY 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>45.00</u>	\$ <u>81.00</u>
Working Foreman	\$ <u>35.00</u>	\$ <u>63.00</u>
Trimmer	\$ <u>27.00</u>	\$ <u>48.60</u>
Groundman	\$ <u>25.00</u>	\$ <u>45.00</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>124.48</u>	\$ <u>224.06</u>
Chipper Truck	\$ <u>90.00</u>	\$ <u>162.00</u>
Aerial Lift	\$ <u>88.51</u>	\$ <u>159.32</u>
Pickup Truck	\$ <u>57.96</u>	\$ <u>104.33</u>
Chipper	\$ <u>117.21</u>	\$ <u>210.98</u>
Power Saw	\$ <u>30.81</u>	\$ <u>55.46</u>
Tractor and Bush Hog	\$ <u>71.81</u>	\$ <u>129.26</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</u>	<u>Rate per Hour</u> <i>Straight/A.H.</i>
<u>(5) 2017 Western Star 1684D Grapple Trucks</u>	\$ <u>296.48 / 533.64</u>
<u>Bobcat T880 w/ Forestry mulcher</u>	\$ <u>209.14 / 376.45</u>
<u>Bobcat E88 w/ Forestry mulcher</u>	\$ <u>264.08 / 475.34</u>
<u>_____</u>	\$ _____

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

4. EXCEPTIONS:

5. 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.

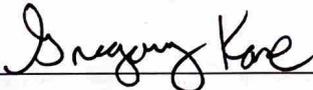
It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO <u>NOT</u> USE TRADE NAME):
Homeland Contracting Services LLC
ADDRESS:
1268 Bill Collins Rd
Columbus, NC 28722
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Gregory Kane
TITLE: Manager
TELEPHONE: 321-626-0610
FAX:
E-MAIL ADDRESS: gkane@homelandgroupusa.com
DATE: 2/19/2020



STATE OF MISSISSIPPI
MS DEVELOPMENT AUTHORITY
MDA - RFx

RESPONSES REQUIRED BY:

Submission Date : 01/20/2026
Submission Time : 10:00:00 CST

RESPONSES OPENED ON:

Opening Date : 00/00/0000
Opening Time : 00:00:00 CST

VENDOR NO:
VENDOR NAME & ADDRESS:
(To be completed by Vendor)

Good Hope Recovery, LLC
107 COLONEL JOHN PITCHFORD
Parkway
Natchez, MS 39120

SUBMIT NON-ELECTRONIC RESPONSE:

TO :
PLEASE CHECK DETAILS
BELOW. MS
US

RFx number : 3170034703
Smart number :
Buyer : BID BANK
Buyer Phone :
Email :
PROCUREMENTBID@MISSISSIPPI.ORG

DELIVERY POINT

NOTICE TO VENDOR:

City of Tupelo, MS
ELECTRIC LINE
RIGHT-OF-WAY
CLEARING SERVICES
BID # 2026-001WL

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

ELECTRIC LINE
RIGHT-OF-WAY
CLEARING SERVICES
BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026. Bids can be submitted via sealed bid at the Purchase Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid documents and specifications can be viewed and obtained online at www.tupelomsbids.com.

ADDITIONAL CONTACT INFO:

Any questions contact Kim Hanna, kim.hanna@tupeloms.gov

Vendor Telephone Number	601-618-9399	Title	OPERATIONS Manager	Date	1/20/26
(Typed or printed) Name of Bidder	Signature of Authorized Bidder				
CRAIG GILBERT					

RFx number : 3170034703			Submission Date : 01/20/2026 Time : 10:00:00 CST			
Smart number :			Opening Date : 00/00/0000 Time : 00:00:00 CST			
Item	Change Indicator	Product No. / Mfg. Part No.	Description	Delivery / Req.date	Qty	Unit
# 1			Product Category : 91219 Construction General Services, Clearing		1.000	EA

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

Bid No. 2026-001WL



Tupelo Water & Light Department
320 North Front Street
Tupelo, MS 38804

Publication Dates: December 31, 2025, and January 7, 2026

BID Opening Date: January 20, 2026 at 10:00 AM

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026

Bids can be submitted via sealed bid at the Purchase Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid documents and specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193 or admin@phbidding.com.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into 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.

The City of Tupelo reserves the right to reject any and/or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

Kim Hanna
City Clerk

Publication Dates: December 31, 2025
January 7, 2026

**ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL**

I. SCOPE OF WORK

The Contractor shall trim and remove trees along, under, and over the Owner's electric primary and secondary 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.

II. SPECIFICATIONS

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.

TREE REMOVAL

- E. 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.
- F. 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).
- G. Trees will be removed as close to ground level as possible.
- H. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- I. Stumps that are capable or 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.
- J. Vines shall be cut and removed from poles, guy wires, and pole braces.
- K. 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.

WOOD WASTE DISPOSAL

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.

III. 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 personnel and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any pieces of 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.

IV. 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.

V. INSPECTION OF WORK

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.

VI. QUALITY CONTROL

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.

VII. TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of one (1) year 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 one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

VIII. 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.

IX. 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 of 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.

X. INSURANCE REQUIREMENTS

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
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

CERTIFICATE OF INSURANCE

C. 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.

D. 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.

XI. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

- A. 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.
- B. 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.
- C. 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.

XII. SUBROGATION

- A. 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.

XIII. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- A. 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.

XIV. INVOICES AND PAYMENTS

- 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 rates provided on the Bid Form.
- B. Payments of 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. After hours rates will be paid by the Owner only when agreed upon by both parties in advance.

- C. The Contractor shall submit invoices to the Owner weekly/monthly for the work performed during the previous week/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 the submitted 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
- D. The contract price set forth on the Bid Form 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.

XV. INSTRUCTIONS TO BIDDERS

- A. 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. 2026-001WL

ITEM: ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: Good Hope Recovery, LLC

ADDRESS: 107 Colonel John Pitchford Parkway, Natchez, MS 39120

BID DUE: (REFER TO LEGAL NOTICE)

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

Kim Hanna

City Clerk

City of Tupelo

P.O. Box 1485

Tupelo, MS 38802-1485

- B. 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.
- C. 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.

- D. 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	Aerial Lift with a 36" Overall Width (Equivalent to an Altec Model AT41MGW for use in back yards)
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

- E. Bidders taking exception to any part of the Agreement included as a part of this Invitation for Bid (IFB) 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 described and included in this IFB 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.
- F. 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.
- G. 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.

**BID FORM
 BID NO. 2026-001WL
 ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES**

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 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. _____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY 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>77.00</u>	\$ <u>108.00</u>
Working Foreman	\$ <u>65.00</u>	\$ <u>80.00</u>
Trimmer	\$ <u>60.00</u>	\$ <u>78.75</u>
Groundman	\$ <u>56.00</u>	\$ <u>75.00</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>85.00</u>	\$ <u>85.00</u>
Chipper Truck	\$ <u>70.00</u>	\$ <u>70.00</u>
Aerial Lift	\$ <u>65.00</u>	\$ <u>65.00</u>
Pickup Truck	\$ <u>42.00</u>	\$ <u>42.00</u>
Chipper	\$ <u>42.00</u>	\$ <u>42.00</u>
Power Saw	\$ <u>6.00</u>	\$ <u>6.00</u>
Tractor and Bush Hog	\$ <u>55.00</u>	\$ <u>55.00</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</u>	<u>Rate per Hour</u>
<u>JARRAFF</u>	\$ <u>95.00</u>
<u>BRUSH CUTTER ATTACHMENT FOR SKID STEER</u>	\$ <u>25.00</u>
<u>MULCHER ATTACHMENT FOR SKID STEER</u>	\$ <u>32.00</u>
<u>EXCAVATOR W/ GRAPPLE SAW</u>	\$ <u>90.00</u>

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

4. EXCEPTIONS:

None

5. 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.

SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO <u>NOT</u> USE TRADE NAME):
GOOD HOPE RECOVERY, LLC.
ADDRESS:
107 COLONEL JOHN PITCHFORD PARKWAY
NATCHEZ, MS 39120
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): CRAIG GILBERT
TITLE: OPERATIONS MANAGER
TELEPHONE: 601-618-9399
FAX: 601-442-9866
E-MAIL ADDRESS: craig@goodhoperecovery.com
DATE: 1/20/26

State of Mississippi

BOARD OF CONTRACTORS

GOOD HOPE RECOVERY LLC
P.O. BOX 614
NATCHEZ, MS 39121

ACTIVE

is duly registered and entitled to perform

CLEARING, GRUBBING, SNAGGING



We have hereto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 29 day of Dec., 2025

CERTIFICATE OF RESPONSIBILITY

No. 24619-SC

Expires Dec. 29, 2026

Joel A. Canell

CHAIRMAN OF THE BOARD

To the Evaluation Committee,

Please accept this letter as the formal submission of our bid in response to **Bid No. 2026-001WL** issued by Tupelo Water & Light.

B&H Tree Service respectfully submits the enclosed proposal and supporting documentation for your review and consideration. We have carefully reviewed the bid specifications and confirm that our submission complies with all stated requirements.

B&H Tree Service is a fully insured, experienced tree service contractor with more than 30 years of operational experience providing professional tree removal, trimming, pruning, stump grinding, and related services for municipal, utility, commercial, and government entities throughout Northeast Mississippi and surrounding areas. Our company maintains the equipment, personnel, and safety practices necessary to perform work efficiently, safely, and in accordance with applicable OSHA and industry standards.

Supporting insurance documentation will be provided under separate cover. Upon award of the bid, Tupelo Light and Water will be added to the applicable insurance policies as required.

We appreciate the opportunity to submit this bid and welcome any questions or requests for clarification during your evaluation process. Thank you for your time and consideration. We look forward to the opportunity to work with Tupelo Water & Light.

Respectfully submitted,

Michael Shawn Hill
B&H Tree Service
Amory, Mississippi
Phone: 662-315-7558
Email: dnovay88@gmail.com

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

Bid No. 2026-001WL



Tupelo Water & Light Department
320 North Front Street
Tupelo, MS 38804

Publication Dates: December 31, 2025, and January 7, 2026

BID Opening Date: January 20, 2026 at 10:00 AM

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026

Bids can be submitted via sealed bid at the Purchase Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid documents and specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193 or admin@phbidding.com.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into 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.

The City of Tupelo reserves the right to reject any and/or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

Kim Hanna
City Clerk

Publication Dates: December 31, 2025
January 7, 2026

**ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL**

I. SCOPE OF WORK

The Contractor shall trim and remove trees along, under, and over the Owner's electric primary and secondary 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.

II. SPECIFICATIONS

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.

TREE REMOVAL

- E. 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.
- F. 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).
- G. Trees will be removed as close to ground level as possible.
- H. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- I. 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.
- J. Vines shall be cut and removed from poles, guy wires, and pole braces.
- K. 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.

WOOD WASTE DISPOSAL

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.

III. 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 personnel and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any pieces of 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.

IV. 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.

V. INSPECTION OF WORK

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.

VI. QUALITY CONTROL

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.

VII. TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of one (1) year 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 one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

VIII. 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.

IX. 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 of 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.

X. INSURANCE REQUIREMENTS

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
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3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

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

CERTIFICATE OF INSURANCE

C. 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.

D. 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.

XI. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

- A. 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.
- B. 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.
- C. 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.

XII. SUBROGATION

- A. 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.

XIII. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- A. 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.

XIV. INVOICES AND PAYMENTS

- 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 rates provided on the Bid Form.
- B. Payments of 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. After hours rates will be paid by the Owner only when agreed upon by both parties in advance.

- C. The Contractor shall submit invoices to the Owner weekly/monthly for the work performed during the previous week/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 the submitted 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
- D. The contract price set forth on the Bid Form 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.

XV. INSTRUCTIONS TO BIDDERS

- A. 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. 2026-001WL
 ITEM: ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
 OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: B & H Tree Service

ADDRESS: 1004 Kendall Street Amory, MS.

BID DUE: (REFER TO LEGAL NOTICE)

Bids that are sent by mail/parcel delivery service should be addressed to:
 Kim Hanna
 City Clerk
 City of Tupelo
 P.O. Box 1485
 Tupelo, MS 38802-1485

- B. 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.
- C. 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.

D. 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 Aerial Lift with a 36" Overall Width (Equivalent to an Altec Model AT41MGW for use in back yards)
- 1 Each Pickup Truck
- 1 Each Chipper
- 1 Lot Saws as Required

- E. Bidders taking exception to any part of the Agreement included as a part of this Invitation for Bid (IFB) 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 described and included in this IFB 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.
- F. 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.
- G. 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.

BID FORM
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

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 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. _____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY 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>25.00</u>	\$ <u>37.00</u>
Working Foreman	\$ <u>20.00</u>	\$ <u>30.00</u>
Trimmer	\$ <u>18.00</u>	\$ <u>27.00</u>
Groundman	\$ <u>15.00</u>	\$ <u>22.00</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>85.00</u>	\$ <u>130.00</u>
Chipper Truck	\$ <u>75.00</u>	\$ <u>115.00</u>
Aerial Lift	\$ <u>65.00</u>	\$ <u>105.00</u>
Pickup Truck	\$ <u>35.00</u>	\$ <u>65.00</u>
Chipper	\$ <u>55.00</u>	\$ <u>90.00</u>
Power Saw	\$ <u>15.00</u>	\$ <u>15.00</u>
Tractor and Bush Hog	\$ <u>65.00</u>	\$ <u>100.00</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</u>	<u>Rate per Hour</u>
<u>(2) 2022 Bobcat Skidsteers</u>	\$ <u>70.00 (each)</u>
<u>2026 Caterpillar Skidsteer with mulcher</u>	\$ <u>90.00</u>
<u>2016 Freightliner Altec 55 foot reach</u>	\$ <u>85.00</u>
<u>2015 Peterbilt TM125 130 foot working height</u>	\$ <u>125.00</u>
<u>Caterpillar excavator</u>	\$ <u>125.00</u>

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

4. EXCEPTIONS:

none

5. 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.

SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO <u>NOT</u> USE TRADE NAME):
Michael Shawn Hill
ADDRESS:
1004 Kendall Street
Amory, MS. 38821
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Michael S. Hill
TITLE: Owner
TELEPHONE: 662-315-7558 or 662-315-1821
FAX:
E-MAIL ADDRESS: amovay88@gmail.com
DATE: 01-20-26

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

Bid No. 2026-001WL



Tupelo Water & Light Department
320 North Front Street
Tupelo, MS 38804

Publication Dates: December 31, 2025, and January 7, 2026

BID Opening Date: January 20, 2026 at 10:00 AM

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026

Bids can be submitted via sealed bid at the Purchase Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid documents and specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193 or admin@phbidding.com.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into 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.

The City of Tupelo reserves the right to reject any and/or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

Kim Hanna
City Clerk

Publication Dates: December 31, 2025
January 7, 2026

**ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL**

I. SCOPE OF WORK

The Contractor shall trim and remove trees along, under, and over the Owner's electric primary and secondary 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.

II. SPECIFICATIONS

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.

TREE REMOVAL

- E. 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.
- F. 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).
- G. Trees will be removed as close to ground level as possible.
- H. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- I. 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.
- J. Vines shall be cut and removed from poles, guy wires, and pole braces.
- K. 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.

WOOD WASTE DISPOSAL

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.

III. 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 personnel and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any pieces of 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.

IV. 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.

V. INSPECTION OF WORK

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.

VI. QUALITY CONTROL

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.

VII. TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of one (1) year 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 one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

VIII. 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.

IX. 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 of 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.

X. INSURANCE REQUIREMENTS

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

CERTIFICATE OF INSURANCE

- C. 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.
- D. 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.

XI. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

- A. 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.
- B. 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.
- C. 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.

XII. SUBROGATION

- A. 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.

XIII. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- A. 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.

XIV. INVOICES AND PAYMENTS

- 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 rates provided on the Bid Form.
- B. Payments of 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. After hours rates will be paid by the Owner only when agreed upon by both parties in advance.

- C. The Contractor shall submit invoices to the Owner weekly/monthly for the work performed during the previous week/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 the submitted 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
- D. The contract price set forth on the Bid Form 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.

XV. INSTRUCTIONS TO BIDDERS

- A. 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. 2026-001WL
ITEM: ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: Yellow Creek Tree & Land Management LLC

ADDRESS: 447 Wilson Hollow Rd Dickson, TN 37055

BID DUE: (REFER TO LEGAL NOTICE)

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

Kim Hanna
City Clerk
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

- B. 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.
- C. 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.

D. 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 Aerial Lift with a 36" Overall Width (Equivalent to an Altec Model AT41MGW for use in back yards)
- 1 Each Pickup Truck
- 1 Each Chipper
- 1 Lot Saws as Required

- E. Bidders taking exception to any part of the Agreement included as a part of this Invitation for Bid (IFB) 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 described and included in this IFB 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.
- F. 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.
- G. 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.

**BID FORM
 BID NO. 2026-001WL
 ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES**

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 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. _____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY 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>30.80</u>	\$ <u>46.20</u>
Working Foreman	\$ <u>25.30</u>	\$ <u>37.95</u>
Trimmer	\$ <u>23.10</u>	\$ <u>34.65</u>
Groundman	\$ <u>20.09</u>	\$ <u>30.14</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>29.00</u>	\$ <u>34.00</u>
Chipper Truck	\$ <u>37.81</u>	\$ <u>42.81</u>
Aerial Lift	\$ <u>22.00</u>	\$ <u>27.00</u>
Pickup Truck	\$ <u>11.00</u>	\$ <u>13.00</u>
Chipper	\$ <u>9.00</u>	\$ <u>12.00</u>
Power Saw	\$ <u>1.50</u>	\$ <u>2.00</u>
Tractor and Bush Hog	\$ <u>45.00</u>	\$ <u>50.00</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</u>	<u>Rate per Hour</u>
Grapple Truck with 35 Cubic Yard Bed	\$ <u>69.00</u>
Excavator with mulching head	\$ <u>100.00</u>
SkidSteer With Mulching Head	\$ <u>100.00</u>
	\$ _____

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

4. EXCEPTIONS:

5. 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.

**SIGNATURE SHEET
 BID NO. 2026-001WL
 ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES**

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO <u>NOT</u> USE TRADE NAME):
Yellow Creek Tree & Land Management LLC
ADDRESS:
447 Wilson Hollow Rd
Dickson, TN 37055
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Ashton Shultz
TITLE: CEO
TELEPHONE: 931-994-1702
FAX:
E-MAIL ADDRESS: YELLOWCREEKTREE@GMAIL.COM
DATE: 1/19/2026