

October 22, 2024

City of West Point  
PO Box 1117  
West Point, MS 39773

Re: 2025 Electric Line Right-of-Way Clearing Services

On behalf of Kendall Vegetation Services, I am pleased to provide the City of West Point with response to the 2025 Electric Line Right-of-Way Clearing Services RFP.

We look forward to working with you and your team at the City of West Point. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,



Kurt W. Goodman  
President

## Executive Summary

Since 1960, Kendall Vegetation Services has specialized in vegetation management, including right-of-way maintenance and clearing, herbicide treatment, and storm restoration.

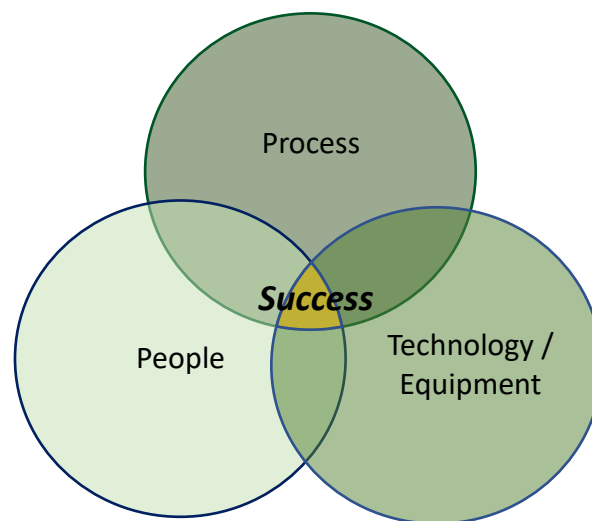
We have over 2,000 employees engaged in providing professional vegetation management services every day. Our well-maintained fleet of approximately 2,000 pieces of equipment helps our crews complete their jobs efficiently, safely, and on time.

### *Why Kendall*

Kendall believes that successful vegetation management requires a combination of the right staff training programs, the right equipment (and maintenance programs), and the right processes. Over the past 60 years, we have taken the best practices from every job and incorporated them into our standard training and project management activities. We call this “The Kendall Way”.

This allows us to provide consistent services year after year that lead to:

- Increased safety
- Increased operational efficiency
- Increased customer satisfaction
- Reduced costs for our client



*“The Kendall Way”*

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

W.A. Kendall and Company, LLC  
2736 Meadow Church Road, Suite 200  
Duluth, GA 30097

### SURETY:

(Name, legal status and principal place of business)

Pennsylvania Insurance Company  
P.O. Box 3646  
Omaha, NE 68103-0646  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

### OWNER:

(Name, legal status and address)

City of West Point  
580 Commerce Street  
West Point, MS 39779

BOND AMOUNT: 5% Five Percent of Amount Bid

### PROJECT:

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

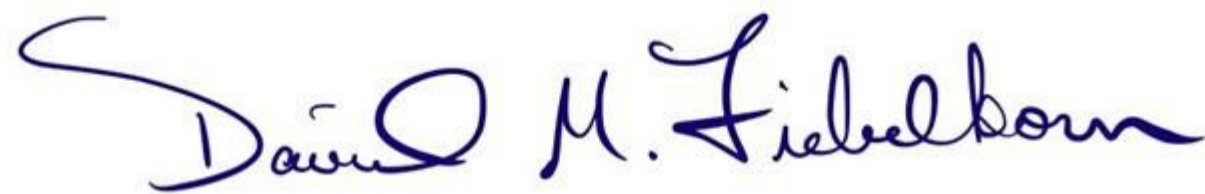
Electric Line Right-of-Way Line Clearing Services

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

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

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

Signed and sealed this 22nd day of October, 2024.




(Witness)

W.A. Kendall and Company, LLC

(Principal)

(Seal)

By: 

(Title)

Pennsylvania Insurance Company

(Surety)

(Seal)

By: 

(Title) Sheila J. Montoya Attorney-in-Fact

  
(Witness) Brooke Ortega

10805 Old Mill Road • Omaha, Nebraska 68154

**POWER OF ATTORNEY NO. ALLDEN01\_0323**

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Anuj Jain, Kathryn E. Kade, Angela M. Tindol, Mona D. Weaver, Sheila J. Montoya

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company,  
Illinois Insurance Company, Pennsylvania Insurance Company

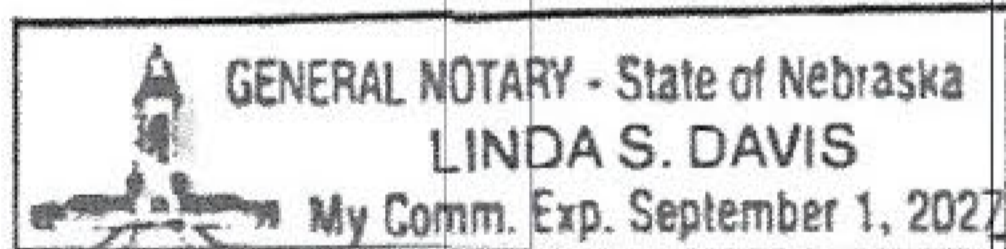
By \_\_\_\_\_

Jeffrey A. Silver, Secretary

STATE OF NEBRASKA  
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.



\_\_\_\_\_  
(Notary Public)

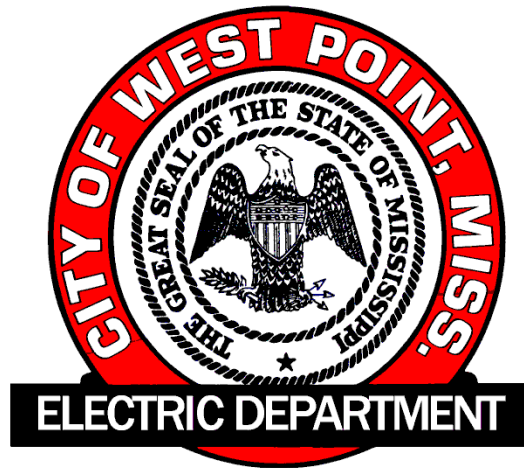
I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 22nd day of October, 2024

\_\_\_\_\_  
Jeffrey A. Silver, Secretary

# Specifications & Proposal For Electric Line Right-of-Way Line Clearing Services

September 10, 2024

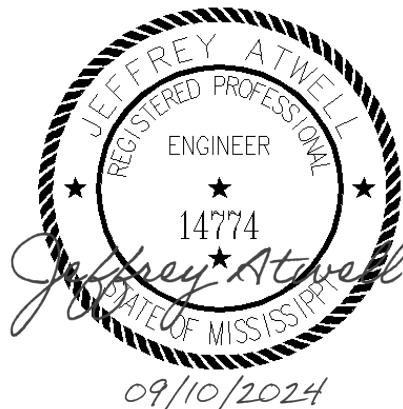


**Prepared for:**

City of West Point Water & Light Department  
P.O. Box 1117  
West Point, Mississippi 39773

**Prepared by:**

Atwell & Gent, P.A.  
Consulting Engineers  
309 University Drive  
Starkville, MS 39759



A&G Job No.: 104E3044

## NOTICE TO BIDDERS

SEALED BIDS FOR **ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES** will be received by the Board of Mayor and Selectmen of the City of West Point at City Hall located at 580 Commerce Street, West Point, Mississippi 39773 until 2:00 P.M. local time on **Tuesday the 22nd day of October, 2024**, and immediately thereafter will be publicly opened and read.

CONTRACT DOCUMENTS: Specifications and bidding documents may be examined at the office of the Chief Administrative Officer of West Point located at the address stated above or may be obtained from the Engineer for the Project:

Atwell & Gent, P.A.  
P. O. Box 2558  
Starkville, Mississippi 39760-2558  
Telephone (662) 324-5658

for a deposit of \$125.00. This deposit is non-refundable.

Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.

SUBMITTAL OF SEALED BIDS: Each bid must be submitted in duplicate in accordance with the instructions to bidders which are bound in the Project Manual. The Owner reserves the right to waive irregularities and to reject any or all bids.

SUBMITTAL OF ELECTRONIC BIDS: Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

The Board of Mayor and Selectmen of the City of West Point, Mississippi expressly reserve the right to reject any or all bids submitted and to waive any informalities or technicalities therein.

No bidder may withdraw a bid for a period of forty-five (45) days after the date set for the opening of bids.

### CITY OF WEST POINT, MISSISSIPPI

BY: \_\_\_\_\_  
Rod Bobo, Mayor

PUBLISH:

September 21, 2024  
September 28, 2024

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WEST POINT, MISSISSIPPI

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# **INSTRUCTION TO BIDDERS**

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES  
CITY OF WEST POINT  
WEST POINT, MISSISSIPPI

## **1.1 SUMMARY**

### **A. Document Includes:**

1. General Requirements.
2. Intent.
3. Contract Time.
4. Contract Documents Identification.
5. Alternates.
6. Availability of Documents.
7. Examination of Documents.
8. Inquiries and Addenda.
9. Site Examination.
10. Bidder Qualifications.
11. Bidding.
12. Preparation of Bid.
13. Bid Form.
14. Bid Submission.
15. Bid Ineligibility.
16. Security Deposit.
17. Bid Opening.
18. Duration of Offer.
19. Award of Contract.
20. Special Legal Requirements

## **1.2 GENERAL REQUIREMENTS**

- A. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
- B. Should a Bidder find discrepancies in or omissions from the Specifications or be in doubt as to their written meaning, he should immediately notify the ENGINEER who then will send a written instruction or interpretation to all known holders of the documents. Neither the OWNER nor the ENGINEER will be responsible for any oral instructions.

- C. Any Addenda to the Specifications issued before or during the time of bidding will be included in the Bid and become a part of the Contract.

### 1.3 INTENT

- A. The intent of this Bid request is to obtain a Bid for Electric Line Right-of-Way Clearing Services in WEST POINT, MISSISSIPPI, in accordance with Contract Documents.

### 1.4 CONTRACT TIME

- A. Perform Base Bid Work in 180 calendar days. The completion date in the Agreement shall be the Contract Time added to the date specified in a written "Notice to Proceed".
- B. Perform Additive Alternate Bid #1 in 135 calendar days. The completion date in the Agreement shall be the Contract Time added to the date specified in a written "Notice to Proceed".
- C. The Bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work.
- D. Provisions for liquidated damages are set forth in the Agreement.

### 1.5 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project No. 104E3044 as prepared by ENGINEER and identified in the Project Manual.

### 1.6 ALTERNATES

- A. Base Bid: The Contractor shall mow rights-of-way and shall trim and remove trees along, under, and over the Owner's electric distribution lines denoted "BASE BID AREA" shown in Appendix A through Appendix D.
- B. Additive Alternate Bid #1: The Contractor shall mow rights-of-way and shall trim and remove trees along, under, and over the Owner's electric distribution lines denoted "ADDITIVE ALTERNATE #1 AREA" shown in Appendix E through Appendix H.

### 1.7 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in Invitation to Bid.
- B. Partial sets of Bidding Documents will not be issued. Complete sets of Bidding Documents shall be used in preparing Bids. Neither OWNER nor ENGINEER assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

### 1.8 EXAMINATION OF DOCUMENTS

- A. Upon receipt of Bidding Documents verify documents are complete. Notify ENGINEER if documents are incomplete.

- B. Immediately notify ENGINEER upon finding discrepancies or omissions in Bidding Documents.

#### 1.9 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Jeffrey Atwell at the office of the ENGINEER.
- B. Verbal answers are not binding on any party.
- C. Submit questions not less than five (5) days before date set for receipt of Bids. Replies will be made by Addenda.
- D. Addenda may be issued during bidding period. Addenda will be sent to known plan holders. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

#### 1.10 SITE EXAMINATION

- A. Examine Project site before submitting a Bid.
- B. Contact ENGINEER at the following address and phone number to arrange date and time to visit Project site:

Atwell & Gent, P.A.  
309 University Drive  
Starkville, MS 39759  
Telephone: (662) 324-5658

#### 1.11 BIDDER QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit, within five (5) days of OWNER's request, written evidence of bidder's qualifications, such as financial data and authority to work in the State of Mississippi and for the City Of West Point.
- B. Each Bid must contain evidence of Bidder's qualifications to do business in the state and city where the Project is located or covenant to obtain such qualification prior to award of the contract. Each Bidder shall submit, with his Bid, a list of three projects performed within the previous five years of the scope of the project herein specified. Bidder shall include with his Bid a completed copy of the Bid Documents indicating: Project, Location, Description of project, OWNER, OWNER's Representative, OWNER's Telephone Number, and Date. No bid will be accepted unless this information is included with the Bid.

#### 1.12 BIDDING

- A. Lump Sum and Unit Price Bids received on general contract will include labor, equipment, tools, and incidentals required to provide Bidder to provide Electric Line Right-of-Way Line Clearing Services specified in the Specifications.

#### 1.13 PREPARATION OF BID

- A. Each Bidder must fully inform himself of the conditions relating to the construction of the project and employment of labor thereon. Failure to do so will not relieve a Successful Bidder

of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the CONTRACTOR must employ methods or means to cause no interruption of or interference with the work of any other CONTRACTOR.

- B. All Bidders will visit the site of the project, compare the Specifications with any work in place and inform themselves of all conditions that may in any manner affect cost, progress or performance of the Work. Failure to visit the site will in no way relieve the Successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Specifications without additional cost to the OWNER.
- C. The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project apply to the contract.
- D. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

#### 1.14 BID FORM

- A. Complete requested information in the Bid Form and Bid Form Supplements.
- B. The Bid Form is bound herein. Additional copies may be obtained from the ENGINEER.
- C. Bid Forms must be completed in ink or type.
- D. Bid Signatures: Sign Bid Form as Follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
  - 3. Corporation: Signature of a duly authorized signing officer in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal and attest by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
  - 4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.
- E. All names must be typed or printed below the signature.
- F. The Bids shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form).
- G. The address to which communications regarding the Bid are to be directed must be shown.

## 1.15 BID SUBMISSION

- A. A bid must be either submitted electronically at [www.atwellandgentprojects.com](http://www.atwellandgentprojects.com) or physically delivered to the address indicated on the Invitation to Bid prior to the time and date stated. Only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand delivered as follows:

*(In upper left hand corner)*

**Name of Firm** (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors – see 2.07, 3.01, 5.01).

*(Bid shall be addressed and delivered to)*  
Owner

*(In lower left hand corner)*

Bid for Project # \_\_\_\_\_  
Title \_\_\_\_\_

If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

- B. Bids shall be submitted at the time and place as stated in Invitation to Bid.
- C. Bidders shall be solely responsible for delivery of Bids in manner and time prescribed.
- D. For hard copy submission, one copy of executed offer on Bid Forms provided, signed and sealed with required bid security and other required documents in a closed opaque Bid Form envelope, clearly identified with Bidder's name, Project name, and OWNER's name on the outside.
- E. For electronic submission, submit bid in Adobe Acrobat "pdf" format, providing the same information and forms as required for the paper bids. Electronic bids must be secured with a bid bond. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.
- F. Bids submitted after the above time will be returned to Bidder unopened.
- G. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- H. Bidders may withdraw their Bid by written request at any time before bid closing.
- I. An abstract summary of submitted Bids will be made available to all Bidders following bid opening.

#### 1.16 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be declared unacceptable at Owner's discretion.
- B. Bid Forms, Appendices, and enclosures which are improperly prepared may be declared unacceptable at OWNER's discretion.
- C. Failure to provide security deposit, bonds or insurance requirements may invalidate the Bid at the discretion of the OWNER.
- D. Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. Note – electronic bids must be secured with a bid bond. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

#### 1.17 SECURITY DEPOSIT

- A. Bids shall be accompanied by security deposit as follows:
  - 1. Certified check in the amount of 5% of the Bid Price. Endorse certified check in name of the OWNER, or
  - 2. Bid Bond in the amount of 5% of the Bid Price. Bid Bond shall be duly executed by the Bidder as principal and having surety thereon, a surety company approved by the OWNER and signed by an agent resident in MISSISSIPPI. All bid bonds must be accompanied by an appropriate power of Attorney designating the Mississippi Resident Agent.
- B. Security deposit of accepted Bidder will be returned after delivery to the OWNER of the required Performance and Payment Bonds and executed Agreement by the accepted Bidder. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- C. After a Bid has been accepted, security deposits will be returned to the respective Bidders.
- D. If no contract is awarded, security deposits will be returned.

#### 1.18 BID OPENING

- A. Bids will be opened publicly immediately after time for receipt of Bids. Bidders may be present; however attendance is not mandatory.

#### 1.19 DURATION OF OFFER

- A. Bids shall remain open to acceptance for a period of ninety (90) days after bid closing date. OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

## 1.20 AWARD OF CONTRACT

- A. Irregularities: The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, and thereby waived by the awarding public body.
- B. Protest: Any protest must be delivered in writing to the OWNER within twenty-four (24) hours after the bid opening.
- C. Errors: Any claim of error and request for release from bid must be delivered in writing to the OWNER within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.
- D. Award of Contract:
  - 1. The Owner reserves the right to reject any or all bids. A Contract will be awarded on the basis of the lowest and best base bid, or lowest and best combination of base bid and those alternates selected by the Owner in any order determined to be in the best interest of the Owner and which produces a total within available funds.
  - 2. OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to, disregard all nonconforming, nonresponsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of column of figures and the correct sum thereof will be resolved in favor of the correct sum.
  - 3. In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms.
  - 4. OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the bidders, in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
  - 5. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.
  - 6. If the contract is to be awarded, OWNER will issue to the Successful Bidder a written Notice of Award within sixty days after the day of the Bid opening.
  - 7. The accepted bidder shall assist and cooperate with the OWNER to prepare the Agreement, and within fifteen (15) days following its presentation shall execute Agreement and return it to the OWNER.
  - 8. Notwithstanding delay in the preparation and execution of the Agreement, accepted Bidder shall be prepared, upon written Notice to Proceed, to commence work within seven days following receipt of official written order of the OWNER to proceed, or on date stipulated in such order.

## 1.21 SPECIAL LEGAL REQUIREMENTS

- A. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

- B. The Bid provides for quotation of a price, or prices, for one or more bid items, which may be lump sum bid prices, unit bid prices, or a combination thereof. No payment will be made for items not included in the Bid unless otherwise provided by contract amendment. All Bidders are cautioned that they should include in the prices quoted for the various bid items all necessary allowances for the performance of all work required for the satisfactory completion of the Project.

## PROPOSAL FORM

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES  
CITY OF WEST POINT  
WEST POINT, MISSISSIPPI

To: Attn: Board of Mayor and Selectmen  
City of West Point  
City Hall, 204 Commerce Street  
West Point, Mississippi 39773

All:

The Bidder, in compliance with your invitation for bids for Electric Line Right-of-Way Line Clearing Services, hereby proposes to furnish all materials, labor, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated on this Proposal. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" by the OWNER and to substantially complete Base Bid Work within 180 calendar days, and if awarded, perform Additive Alternate Work in an additional 135 calendar days. The completion date in the Agreement shall be the Contract Time added to the date specified in a written "Notice to Proceed".

The Bidder hereby acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

The Bidder agrees to perform all of the requirements to provide Electric Line Right-of-Way Line Clearing Services as described in the specifications for the price shown hereinafter on the Bid Form. Bidder acknowledges the \$250.00 per day Liquidated Damages clause of the Contract.

### BASE BID

PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1.0	Electric Line Clearing - 13 kV Feeder Circuits #228/#238 Double Circuit (Refer to Appendix A)	1	LS	<u>\$3,667.81</u>	<u>\$3,227.67</u>
2.0	Electric Line Clearing - 13 kV Feeder Circuit #248 (Refer to Appendix B)	1	LS	<u>\$10,365.67</u>	<u>\$146,052.24</u>
3.0	Electric Line Clearing - 13 kV Feeder Circuit #258 (Refer to Appendix C)	1	LS	<u>\$5,630.68</u>	<u>\$75,338.52</u>
4.0	Electric Line Clearing - 13 kV Feeder Circuit #268 (Refer to Appendix D)	1	LS	<u>\$5,646.63</u>	<u>\$29,927.13</u>
5.0	Tree Removal - Greater than 4" up to 8" DBH	4	EA	<u>\$215.54</u>	<u>\$862.16</u>
6.0	Tree Removal - Greater than 8" up to 12" DBH	4	EA	<u>\$240.07</u>	<u>\$960.28</u>
7.0	Tree Removal - Greater than 12" up to 16" DBH	4	EA	<u>\$267.39</u>	<u>\$1,069.56</u>
8.0	Tree Removal - Greater than 16" up to 20" DBH	1	EA	<u>\$508.01</u>	<u>\$508.01</u>
9.0	Tree Removal - Greater than 20" up to 24" DBH	1	EA	<u>\$1,006.30</u>	<u>\$1,006.30</u>
10.0	Tree Removal - Greater than 24" up to 28" DBH	1	EA	<u>\$2,007.72</u>	<u>\$2,007.72</u>
11.0	Tree Removal - Greater than 28" up to 32" DBH	1	EA	<u>\$2,520.42</u>	<u>\$2,520.42</u>
<b>TOTAL BASE BID PRICE, BID ITEMS #1-#11 INCLUSIVE</b>					<u><b>\$263,480.02</b></u>

TOTAL BASE BID PRICE, ALL BASE BID ITEMS INCLUSIVE: \_\_\_\_\_

\_\_\_\_\_ Two hundred, sixty-three thousand, four hundred eighty DOLLARS AND  
\_\_\_\_\_ two CENTS (\$ 263,480.02 ).

### ADDITIVE ALTERNATE BID #1

PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
12.0	Electric Line Clearing - 13 kV Feeder Circuit #244 (Refer to Appendix E)	1	LS	<u>\$4,748.14</u>	<u>\$27,729.14</u>
13.0	Electric Line Clearing - 13 kV Feeder Circuit #264 (Refer to Appendix F)	1	LS	<u>\$10,696.26</u>	<u>\$44,175.55</u>
14.0	Electric Line Clearing - 13 kV Feeder Circuit #274 (Refer to Appendix G)	1	LS	<u>\$6,396.20</u>	<u>\$50,018.32</u>
15.0	Electric Line Clearing - 13 kV Feeder Circuit #284 (Refer to Appendix H)	1	LS	<u>\$9,521.88</u>	<u>\$144,066.11</u>
16.0	Tree Removal - Greater than 4" up to 8" DBH	3	EA	<u>\$215.54</u>	<u>\$646.62</u>
17.0	Tree Removal - Greater than 8" up to 12" DBH	3	EA	<u>\$240.07</u>	<u>\$720.21</u>
18.0	Tree Removal - Greater than 12" up to 16" DBH	3	EA	<u>\$267.39</u>	<u>\$802.17</u>
<b>TOTAL ADDITIVE ALTERNATE #1 BID PRICE, BID ITEMS #12-#18 INCLUSIVE</b>					<u><b>\$268,158.12</b></u>

TOTAL ADDITIVE ALTERNATE #1 PRICE, ALL ADDITIVE ALTERNATE BID ITEMS

INCLUSIVE: Two hundred sixty-eight thousand, one hundred fifty-eight DOLLARS AND  
twelve CENTS (\$ 268,158.12).

The Bidder warrants that he has complied with the requirements of Section 00 20 00 - Instructions to Bidders.

Where amounts are shown in both words and figures, in case of discrepancy, the amount shown in words will govern.

The above UNIT PRICES shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

In case of discrepancy in any extension or the total bid price, the UNIT PRICES shall govern, and the total bid price will be corrected accordingly.

Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

The Bidder agrees that if his Bid is accepted, he will furnish a Performance Bond and a Payment Bond in the forms specified herein in Section 00 60 00, each in an amount equal to not less than 100% of the Contract Price, with a Surety or Sureties acceptable to the OWNER; and if the Contract Price is increased by contract Amendment, the Performance Bond and Payment Bond will each be increased to an amount equal to not less than 100% of the Amended Contract Price.

Attached hereto as stipulated by the Instructions to Bidders is the required bid bond or certified check in the amount of 5% of the amount bid, which the Bidder agrees will be retained by the OWNER as liquidated damages in the event that the Bidder's proposal is accepted and the Bidder fails to execute the Contract and furnish the Performance Bond and Payment Bond within the time herein specified.

The Bidder agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the OWNER in writing shall be considered in computing the total contract time.

The Bidder hereby declares that he is a CONTRACTOR well qualified and experienced in the type of work described in the specifications for this project; that he has available for use in the execution of the work personnel skilled and experienced in the type work described; that he has available for the work described; that he is financially responsible; that he is familiar with all the terms and conditions of the contract; and that he is so situated as to vigorously and expeditiously undertake and prosecute to completion the work described in the accompanying drawings and specifications.

As a part of the bid requirements on this project, the Bidder shall complete the following Certification of Experience showing the three most recent projects of the type specified on this project either under construction or completed by him. Bidder warrants that the experience shown in the following Certificate of Experience is a true and correct listing. This Certification is required only to assist the OWNER in evaluating the bids received on this project.

**CERTIFICATION OF EXPERIENCE:**

I. PROJECT: 5 year contract for utility vegetation managment/utility line clearance

LOCATION: Memphis, TN

DESCRIPTION: Cleared vegetation as per owner's specifications on their utility rows.

OWNER: Memphis Light, Gas and Water

TELEPHONE: 901-299-0017 DATE PERFORMED: 2023-present

II. PROJECT: Utility vegetation management/Utility line clearance

LOCATION: Oxford, MS

DESCRIPTION: Cleared vegetation as per owner's specifications on their utility rows.

OWNER: North East Mississippi Electric Power Association

TELEPHONE: 662-234-6331 DATE PERFORMED: 2022 - present

III. PROJECT: Utility vegetation management/Utility line clearance

LOCATION: Arkansas, Louisiana, Mississippi and Texas

DESCRIPTION: Cleared vegetation as per owner's specifications on their utility rows.

OWNER: Entergy


TELEPHONE: 800-368-3749 DATE PERFORMED: 1998 - present

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any other competitor.

ATTEST: 

Respectfully submitted:

Kendall Vegetation Services  
CONTRACTOR

BY:   
NAME

BY: President  
TITLE

CORPORATE SEAL

ADDRESS: 2736 Meadow Church Road, Suite 200  
Duluth, GA 30097

STATE OF INCORPORATION: Georgia  
(If Bid is by Corporation)

ADDRESS FOR GIVING NOTICES:

2736 Meadow Church Road

Suite 200

Duluth, GA 30097

## AGREEMENT FORM

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES  
CITY OF WEST POINT  
WEST POINT, MISSISSIPPI

This Agreement made the \_\_\_\_\_ of \_\_\_\_\_, 2024 between the Owner:

City of West Point  
P.O. Box 1117  
West Point, Mississippi 39773

and the Contractor:

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

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

Duluth, Gwinnett, Georgia  
(City) (County)

The Contractor's taxpayer identification number is 58-1083960

### CONTRACT SUM

The OWNER will pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the CONTRACT SUM of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_).

**THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN ARTICLES 1 THROUGH 18, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:**

#### ARTICLE 1 SUMMARY OF WORK

##### 1.1 OVERVIEW

- A. The Contractor shall mow rights-of-way and tree and remove trees along, under, and over the Owner's electric distribution 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 ensure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

## 1.2 SUMMARY OF WORK - BASE BID

- A. The Contractor shall mow rights-of-way and shall trim and remove trees along, under, and over the Owner's electric distribution lines denoted "13 kV Circuits #228/#238, #248, #258 and #268".
- B. A map of "13 kV Circuit 228/#238" is included in **Appendix A**. Approximate total miles of line for this circuit follow:
  - 1. Three-Phase 13 kV Lines (Circuit #228): 0.42 miles.
  - 2. Three-Phase 13 kV Lines (Circuit #238): 0.46 miles.
- C. A map of "13 kV Circuit #248" is included in **Appendix B**. Approximate total miles of line for this circuit follow:
  - 1. Three-Phase 13 kV Lines: 9.30 miles.
  - 2. Two-Phase 13 kV Lines: 0.32 miles.
  - 3. Single-Phase 13 kV Lines: 4.47 miles.
- D. A map of "13 kV Circuit #258" is included in **Appendix C**. Approximate total miles of line for this circuit follow:
  - 1. Three-Phase 13 kV Lines: 6.01 miles.
  - 2. Two-Phase 13 kV Lines: 0.69 miles.
  - 3. Single-Phase 13 kV Lines: 6.68 miles.
- E. A map of "13 kV Circuit #268" is included in **Appendix D**. Approximate total miles of line for this circuit follow:
  - 1. Three-Phase 13 kV Lines: 3.08 miles.
  - 2. Two-Phase 13 kV Lines: 0.00 miles.
  - 3. Single-Phase 13 kV Lines: 1.05 miles.

## 1.3 SUMMARY OF WORK - ADDITIVE ALTERNATE BID #1

- A. The Contractor shall mow rights-of-way and shall trim and remove trees along, under, and over the Owner's electric distribution lines denoted "13 kV Circuits #244, #264, #274 and #284".
- B. A map of "13 kV Circuit #244" is included in **Appendix E**. Approximate total miles of line for this circuit follow:
  - 1. Three-Phase 13 kV Lines: 4.55 miles.
  - 2. Two-Phase 13 kV Lines: 0.00 miles.
  - 3. Single-Phase 13 kV Lines: 1.29 miles.
- C. A map of "13 kV Circuit #264" is included in **Appendix F**. Approximate total miles of line for this circuit follow:
  - 1. Three-Phase 13 kV Lines: 3.06 miles.

2. Two-Phase 13 kV Lines: 0.00 miles.
  3. Single-Phase 13 kV Lines: 1.05 miles.
- D. A map of “13 kV Circuit #274” is included in **Appendix G**. Approximate total miles of line for this circuit follow:
4. Three-Phase 13 kV Lines: 5.17 miles.
  5. Two-Phase 13 kV Lines: 0.20 miles.
  6. Single-Phase 13 kV Lines: 2.45 miles.
- E. A map of “13 kV Circuit #284” is included in **Appendix H**. Approximate total miles of line for this circuit follow:
4. Three-Phase 13 kV Lines: 8.08 miles.
  5. Two-Phase 13 kV Lines: 0.17 miles.
  6. Single-Phase 13 kV Lines: 6.88 miles.

## ARTICLE 2 SPECIFICATIONS

### 2.1 TREE TRIMMING REQUIREMENTS

- A. Work shall be performed in accordance with the following:
  1. ANSI Z133.1 - ANSI Standard for Arboricultural Operations - Pruning, Maintaining, and Removing trees, and Cutting Brush - Safety Requirements”
  2. ANSI A300 Part 1 - Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning)
  3. ANSI A300 Part 1 Companion Document - Best Management Practices – Utility Pruning of Trees
  4. ANSI A300 Part 7 - Tree, Shrub, and Other Woody Plant Management – Standard Practices (Integrated Vegetation Management)
- B. Tree trimming and pruning shall be performed in accordance with modern arboricultural standards. Drop-crotching, directional trimming and "collar" cuts will be utilized at all times except where mechanical tree saws are used, to minimize stubbing, round-overs and flat top trimming practices.
- C. 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 2.2.B.4.) should always be obtained. Exceptions from these clearance requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.
- D. 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.

E. Recommended Minimum Tree Clearances from Distribution Primary Conductors:

Rate of Growth	Clearance*	Example Tree Species
Slow	10'	Southern Magnolia, Conifers, Live Oak, Eastern Red Cedar
Moderate	12'	Hickory, Black Cherry, Pecan, Maple, Ash
Fast	15'	Hackberry or Sugarberry, Sweet Gum, Ash, Elm, Sycamore, Willow, Chinese Tallow, Amore

\*These are recommended minimal clearances only. Acceptable minimal clearances will be to previous trim line (distance obtained last cycle).

- F. Minimum clearance for overhanging limbs is to remove those limbs 15' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

## 2.2 TREE REMOVAL REQUIREMENTS

- A. All tall growing tree species less than 4" in diameter at the height of 4'-6" above grade will be removed. Trees greater than 4" in diameter at a height of 4'-6" feet above grade will be trimmed only. Removal of trees greater than 4" 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 4" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.
- B. Removal Criteria shall be as follows:
1. Undesirable fast-growing tree species.
  2. Trees which cannot be economically re-trimmed because of rapid re-growth.
  3. Trees which are left unsightly because of excess trimming.
  4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
  5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
  6. Trees where adequate clearance cannot be obtained (i.e., side trimming tree trunks within five (5) feet of primary conductors.
- C. Trees will be removed as close to ground level as possible.
- D. Removal of large trees over 4" in diameter should be authorized by the Owner's representative.

- E. Stumps that are capable of re-sprouting shall be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.
- F. Vines shall be cut and removed from poles, guy wires, and pole braces.
- G. Trees should not be removed when:
  - 1. Owner's overhead lines are not directly involved.
  - 2. Low growing trees or shrubs that cause little interference with electric service.
  - 3. A service line is the only line involved.

## 2.3 WOOD WASTE DISPOSAL

- A. All brush and debris on both public rights-of-way shall be removed.
- B. All brush and debris on private property shall be removed.
- C. Contractor is responsible for all cost associated with disposal, including chipping, loading, transportation, unloading, etc. No extra pay will be considered for Contractor provided dump sites.

## 2.4 MOWING

- A. To the greatest extent practicable, Owner's right-of-way shall be mowed to clear vegetation where required.
- B. Per ANSI A300, where practicable, low growing compatible vegetation that will not interfere with overhead power lines or prohibit access may be left on Owner's rights-of-way.

## ARTICLE 3 SUPERVISION

- 3.1 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.
- 3.2 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.
- 3.3 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 equipment that is 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.

- 3.4 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.
- 3.5 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.
- 3.6 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.

#### ARTICLE 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

- 4.1 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.
- 4.2 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.
- 4.3 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.

#### ARTICLE 5 INSPECTION OF WORK

- 5.1 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.

#### ARTICLE 6 QUALITY CONTROL

- 6.1 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.

#### ARTICLE 7 TERM OF CONTRACT

- 7.1 The term of this Agreement shall be for a maximum period of 180 calendar days (Base Bid only), or if Base Bid and Additive Alternate Bid are awarded, 315 calendar days. Term shall commence 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.

#### ARTICLE 8 TERMINATION OF THE CONTRACT

- 8.1 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.
- 8.2 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.

## ARTICLE 9 INDEMNIFICATION

- 9.1 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.
- 9.2 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.

## ARTICLE 10 INSURANCE REQUIREMENTS

### 10.1 INSURANCE

- A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi. Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:
1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
  2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
  3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
  4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of 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 of 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 9.1.

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 Statute

6. EMPLOYERS' LIABILITY

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

10.2 CERTIFICATE OF INSURANCE

- A. Contractor shall furnish one (1) copy of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 10.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.
- B. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

## ARTICLE 11 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

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

## ARTICLE 12 SUBROGATION

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

## ARTICLE 13 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

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

## ARTICLE 14 CONTRACT RATES

### 14.1 DESCRIPTION OF PAY ITEMS - BASE BID

- A. The work performed in connection with clearing right-of-way for electric line right of way will not be measured. Labor, materials, equipment, saws, incidentals, and all other costs associated with mowing and clearing right-of-way and disposing of brush will be paid at the lump sum price bid. Interim payments will be made based upon percentage completed by

comparing circuit mileage completed versus total circuit mileage. Payment will be made under:

ITEM 1.0 - Electric Line Clearing - 13 kV Feeder Circuit #228/#238 - Per Lump Sum

- B. The work performed in connection with clearing right-of-way for electric line right of way will not be measured. Labor, materials, equipment, saws, incidentals, and all other costs associated with mowing and clearing right-of-way and disposing of brush will be paid at the lump sum price bid. Interim payments will be made based upon percentage completed by comparing circuit mileage completed versus total circuit mileage. Payment will be made under:

ITEM 2.0 - Electric Line Clearing - 13 kV Feeder Circuit #248 - Per Lump Sum

- C. will not be measured. Labor, materials, equipment, saws, incidentals, and all other costs associated with mowing and clearing right-of-way and disposing of brush will be paid at the lump sum price bid. Interim payments will be made based upon percentage completed by comparing circuit mileage completed versus total circuit mileage. Payment will be made under:

ITEM 3.0 - Electric Line Clearing - 13 kV Feeder Circuit #258 - Per Lump Sum

- D. will not be measured. Labor, materials, equipment, saws, incidentals, and all other costs associated with mowing and clearing right-of-way and disposing of brush will be paid at the lump sum price bid. Interim payments will be made based upon percentage completed by comparing circuit mileage completed versus total circuit mileage. Payment will be made under:

ITEM 4.0 - Electric Line Clearing - 13 kV Feeder Circuit #268 - Per Lump Sum

- E. The work performed in connection with tree removal of trees with a breast height diameter of greater than 4" up to 8" will be measured. Labor, materials, and all other costs associated with to cut and put tree on ground, grind and dispose of wood, cut and dispose of wood, and chemically treat stump will be paid per each tree removed. Payment will be made under:

ITEM 5.0 - Tree Removal - Greater than 4" up to 8" DBH - Per Each

- F. The work performed in connection with tree removal of trees with a breast height diameter of greater than 8" up to 12" will be measured. Labor, materials, and all other costs associated with to cut and put tree on ground, grind and dispose of wood, cut and dispose of wood, and chemically treat stump will be paid per each tree removed. Payment will be made under:

ITEM 6.0 - Tree Removal - Greater than 8" up to 12" DBH - Per Each

- G. The work performed in connection with tree removal of trees with a breast height diameter of greater than 12" up to 16" will be measured. Labor, materials, and all other costs associated with to cut and put tree on ground, grind and dispose of wood, cut and dispose of wood, and chemically treat stump will be paid per each tree removed. Payment will be made under:

ITEM 7.0 - Tree Removal - Greater than 12" up to 16" DBH - Per Each

- H. The work performed in connection with tree removal of trees with a breast height diameter of greater than 16" up to 20" will be measured. Labor, materials, and all other costs associated

with to cut and put tree on ground, grind and dispose of wood, cut and dispose of wood, and chemically treat stump will be paid per each tree removed. Payment will be made under:

ITEM 8.0 - Tree Removal - Greater than 16" up to 20" DBH - Per Each

- I. The work performed in connection with tree removal of trees with a breast height diameter of greater than 20" up to 24" will be measured. Labor, materials, and all other costs associated with to cut and put tree on ground, grind and dispose of wood, cut and dispose of wood, and chemically treat stump will be paid for at the unit price per each tree removed. Payment will be made under:

ITEM 9.0 - Tree Removal - Greater than 20" up to 24" DBH - Per Each

- J. The work performed in connection with tree removal of trees with a breast height diameter of greater than 24" up to 28" will be measured. Labor, materials, and all other costs associated with to cut and put tree on ground, grind and dispose of wood, cut and dispose of wood, and chemically treat stump will be paid for at the unit price per each tree removed. Payment will be made under:

ITEM 10.0 - Tree Removal - Greater than 24" up to 28" DBH - Per Each

- K. The work performed in connection with tree removal of trees with a breast height diameter of greater than 28" up to 32" will be measured. Labor, materials, and all other costs associated with to cut and put tree on ground, grind and dispose of wood, cut and dispose of wood, and chemically treat stump will be paid for at the unit price per each tree removed. Payment will be made under:

ITEM 11.0 - Tree Removal - Greater than 28" up to 32" DBH - Per Each

#### 14.2 DESCRIPTION OF PAY ITEMS - ADDITIVE ALTERNATE BID #1

- A. The work performed in connection with clearing right-of-way for electric line right of way will not be measured. Labor, materials, equipment, saws, incidentals, and all other costs associated with mowing and clearing right-of-way and disposing of brush will be paid at the lump sum price bid. Interim payments will be made based upon percentage completed by comparing circuit mileage completed versus total circuit mileage. Payment will be made under:

ITEM 12.0 - Electric Line Clearing - 13 kV Feeder Circuit #244 - Per Lump Sum

- B. The work performed in connection with clearing right-of-way for electric line right of way will not be measured. Labor, materials, equipment, saws, incidentals, and all other costs associated with mowing and clearing right-of-way and disposing of brush will be paid at the lump sum price bid. Interim payments will be made based upon percentage completed by comparing circuit mileage completed versus total circuit mileage. Payment will be made under:

ITEM 13.0 - Electric Line Clearing - 13 kV Feeder Circuit #264 - Per Lump Sum

- C. The work performed in connection with clearing right-of-way for electric line right of way will not be measured. Labor, materials, equipment, saws, incidentals, and all other costs associated with mowing and clearing right-of-way and disposing of brush will be paid at the lump sum price bid. Interim payments will be made based upon percentage completed by

comparing circuit mileage completed versus total circuit mileage. Payment will be made under:

ITEM 14.0 - Electric Line Clearing - 13 kV Feeder Circuit #274 - Per Lump Sum

- D. The work performed in connection with clearing right-of-way for electric line right of way will not be measured. Labor, materials, equipment, saws, incidentals, and all other costs associated with mowing and clearing right-of-way and disposing of brush will be paid at the lump sum price bid. Interim payments will be made based upon percentage completed by comparing circuit mileage completed versus total circuit mileage. Payment will be made under:

ITEM 15.0 - Electric Line Clearing - 13 kV Feeder Circuit #284 - Per Lump Sum

- E. The work performed in connection with tree removal of trees with a breast height diameter of greater than 4" up to 8" will be measured. Labor, materials, and all other costs associated with to cut and put tree on ground, grind and dispose of wood, cut and dispose of wood, and chemically treat stump will be paid per each tree removed. Payment will be made under:

ITEM 16.0 - Tree Removal - Greater than 4" up to 8" DBH - Per Each

- F. The work performed in connection with tree removal of trees with a breast height diameter of greater than 8" up to 12" will be measured. Labor, materials, and all other costs associated with to cut and put tree on ground, grind and dispose of wood, cut and dispose of wood, and chemically treat stump will be paid per each tree removed. Payment will be made under:

ITEM 17.0 - Tree Removal - Greater than 8" up to 12" DBH - Per Each

- G. The work performed in connection with tree removal of trees with a breast height diameter of greater than 12" up to 16" will be measured. Labor, materials, and all other costs associated with to cut and put tree on ground, grind and dispose of wood, cut and dispose of wood, and chemically treat stump will be paid per each tree removed. Payment will be made under:

ITEM 18.0 - Tree Removal - Greater than 12" up to 16" DBH - Per Each

#### 14.3 MEASUREMENT & PAYMENT

- A. Work on this contract other than Unit Price Work listed in this Section will not be measured. Work not measured will be paid for at the lump sum price bid in accordance with the approved Schedule of Values.

#### 14.4 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual specification sections.
- B. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.
- C. Unit Quantities: Quantities and measurements indicated in Bid Form are for contract purposes only. The OWNER shall have the right to specify and to increase or decrease any or all unit quantities by Change Order at the unit prices bid as job conditions require. Actual quantities provided shall determine payment.

- D. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/prices contracted.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by ENGINEER multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. The following items will be paid for at the Lump Sum Price Bid in accordance with the paragraph entitled "Description of Pay Items" in this section.

PAY ITEM	DESCRIPTION	QTY	UNIT	EXTENDED PRICE
1.0	Electric Line Clearing - 13 kV Feeder Circuits #228/#238 Double Circuit (Refer to Appendix A)	1	LS	<u>\$3,227.67</u>
2.0	Electric Line Clearing - 13 kV Feeder Circuit #248 (Refer to Appendix B)	1	LS	<u>\$146,052.24</u>
3.0	Electric Line Clearing - 13 kV Feeder Circuit #258 (Refer to Appendix C)	1	LS	<u>\$75,338.52</u>
4.0	Electric Line Clearing - 13 kV Feeder Circuit #268 (Refer to Appendix D)	1	LS	<u>\$29,927.13</u>
12.0	Electric Line Clearing - 13 kV Feeder Circuit #244 (Refer to Appendix E)	1	LS	<u>\$27,729.14</u>
13.0	Electric Line Clearing - 13 kV Feeder Circuit #264 (Refer to Appendix F)	1	LS	<u>\$44,175.55</u>
14.0	Electric Line Clearing - 13 kV Feeder Circuit #274 (Refer to Appendix G)	1	LS	<u>\$50,018.32</u>
15.0	Electric Line Clearing - 13 kV Feeder Circuit #284 (Refer to Appendix H)	1	LS	<u>\$144,066.11</u>

- H. All other Pay Items will be paid for at the Unit Price Bid in accordance with the paragraph entitled "Unit Price - Measurement and Payment" in this section.

#### 14.5 CHANGE PROCEDURES

- A. The OWNER may issue a Proposal Request including a detailed description of proposed change with supplementary or revised specifications. CONTRACTOR will prepare and submit Change Proposal within fifteen (15) days.

- B. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive.
- C. Construction Change Directive: OWNER may issue directive instructing CONTRACTOR to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- D. Execution of Change Orders: OWNER will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- E. Correlation of CONTRACTOR Submittals:
  - 1. Promptly revise Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
  - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- F. Change Order Prior To Final Payment
  - 1. Prior to making application for final payment, a Change Order will be executed by the OWNER and the CONTRACTOR to adjust the contract sum to reflect unit quantities to those actually completed and to correct the contract time to the actual time from the date of commencement to the date of Substantial Completion.

## ARTICLE 15 PAYMENTS

### 15.1 PROGRESS PAYMENTS

- A. Progress Payments
  - 1. Prior to Final acceptance of the Project by the OWNER, payments will be made in an amount equal to one hundred (100%) of the Work completed.
  - 2. Submit three copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702.
  - 3. Content and Format: Utilize Pay Items for listing items in Application for Payment.
  - 4. Payment Period: The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Invoices shall be delivered to the owner not later than the third Monday of the month in order to be approved for payment the following month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice or otherwise in accordance with the Timely Payment of Purchases by Public Bodies [Section 31-7-301, et sequential, Mississippi Code of 1972].
  - 5. Submit with letter stating that CONTRACTOR is requesting an extension of time or that CONTRACTOR has no need for an extension for that payment period. No payment on a monthly application will be made until the letter is received. Complete justification, including weather reports, correspondence, etc., must be included for each day's request for extension. A CONTRACTOR's letter or statement will not be considered as adequate justification. The receipt of this request and data by the OWNER will not be considered as OWNER approval in any way.

6. The CONTRACTOR shall figure the following number of rain days for each month listed below in his schedule:
  - January - 7 Days
  - February - 6 Days
  - March - 7 Days
  - April - 5 Days
  - May - 6 Days
  - June - 6 Days
  - July - 9 Days
  - August - 7 Days
  - September - 6 Days
  - October - 4 Days
  - November - 5 Days
  - December - 7 Days
7. Requests for time extensions due to rain shall not be made unless the number of days per month when precipitation amounting to 1/10" or more exceeds the number of days on the above chart.
8. For an extension of time for rain days to be considered, the CONTRACTOR must document that he had work delayed due to inclement weather conditions. In addition, the CONTRACTOR shall provide the ENGINEER with independent verification of the quantity of days when rainfall exceeded 1/10" during each billing period.
9. Substantiating Data: When ENGINEER requires substantiating information, submit data justifying dollar amounts in question.

#### ARTICLE 16 COUNTERPARTS

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

#### ARTICLE 17 NO WAIVER

- 17.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach. No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

#### ARTICLE 18 ENTIRE AGREEMENT

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

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

**CITY OF WEST POINT**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR**

SIGNATURE: Kurt W. Goodman

NAME: Kurt W. Goodman

TITLE: President

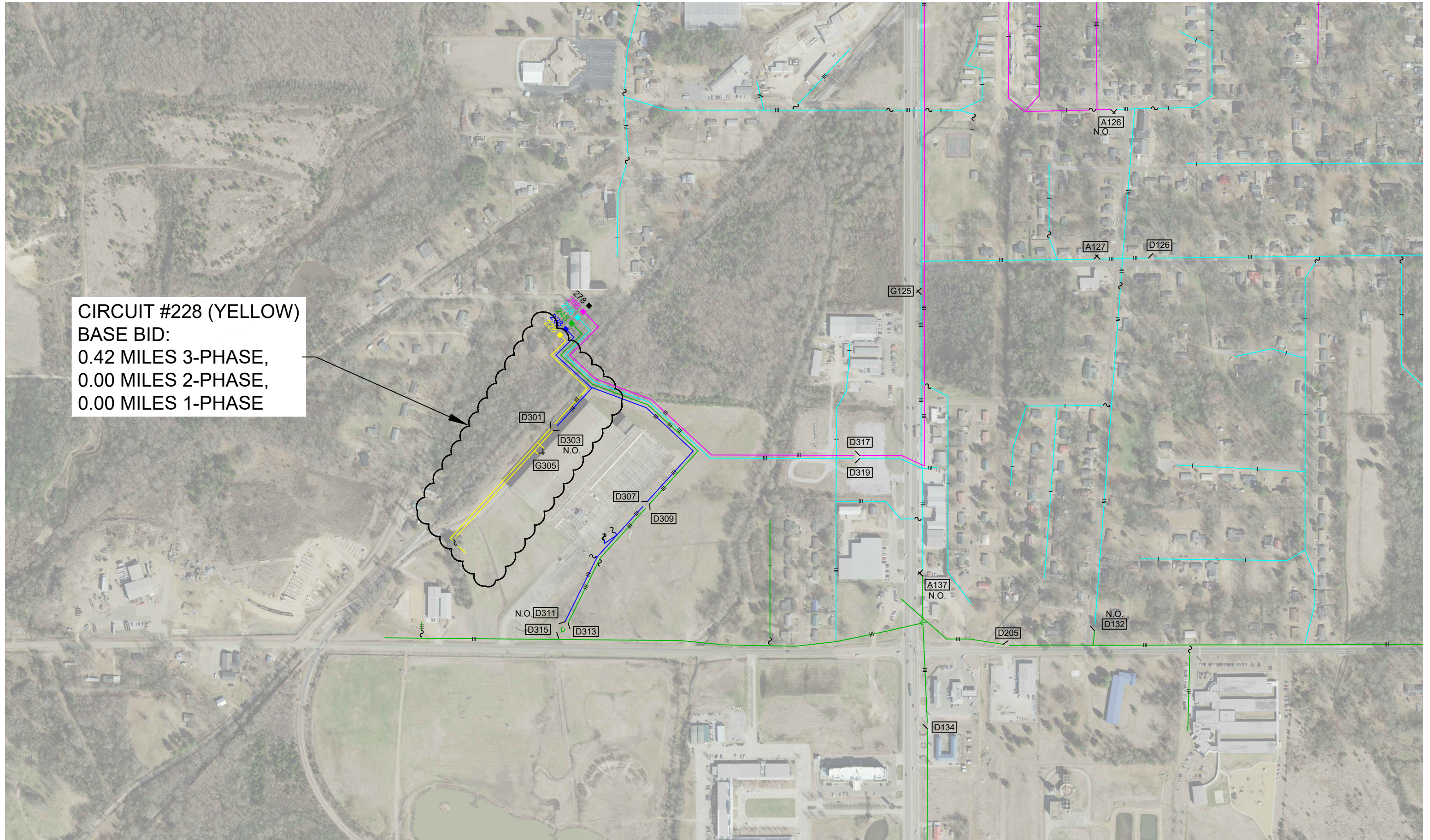
DATE: October 22, 2024

## **APPENDIX A**

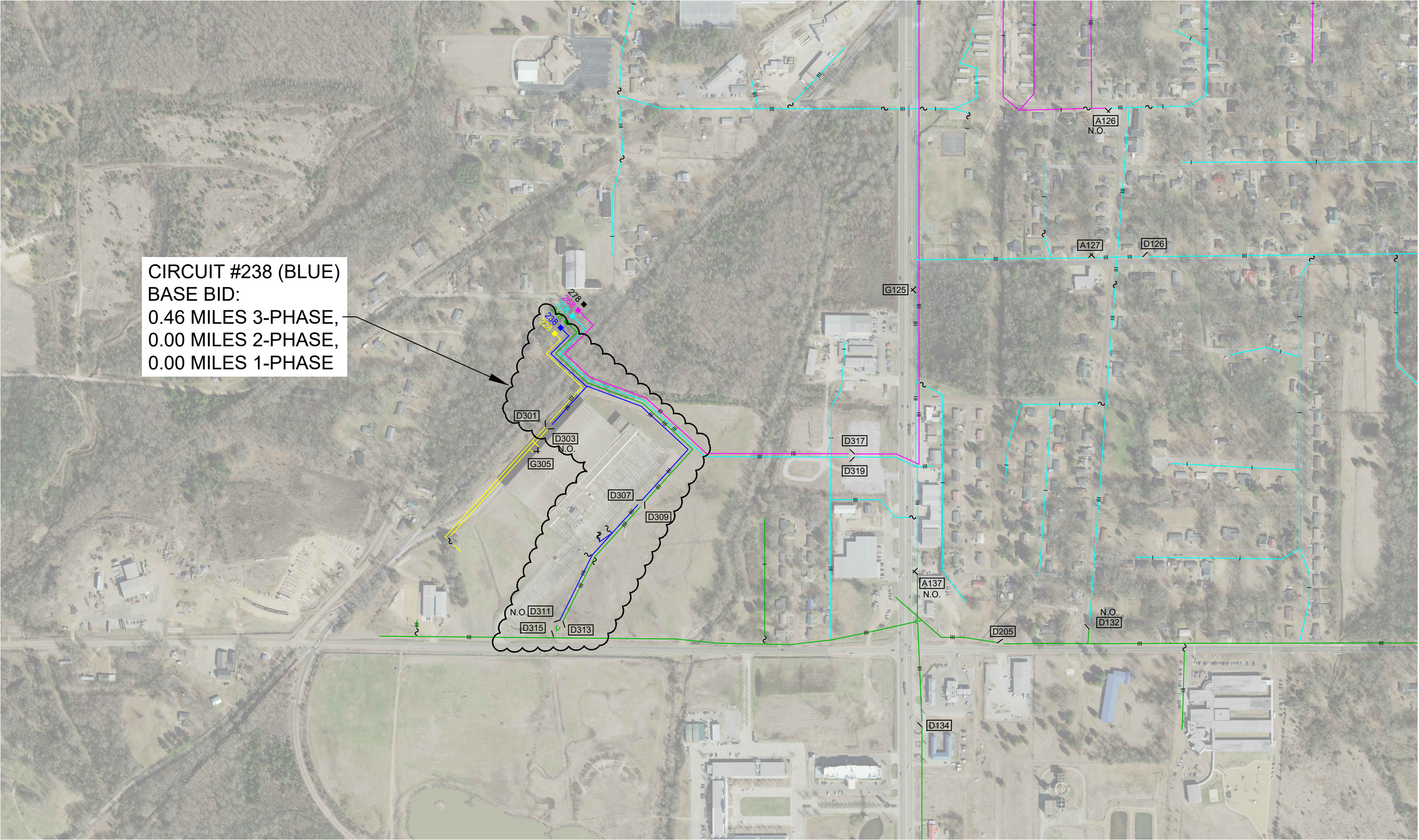
### **BASE BID MAP**

#### **13 kV FEEDER CIRCUIT #228/#238**

CIRCUIT #228 (YELLOW)  
BASE BID:  
0.42 MILES 3-PHASE,  
0.00 MILES 2-PHASE,  
0.00 MILES 1-PHASE



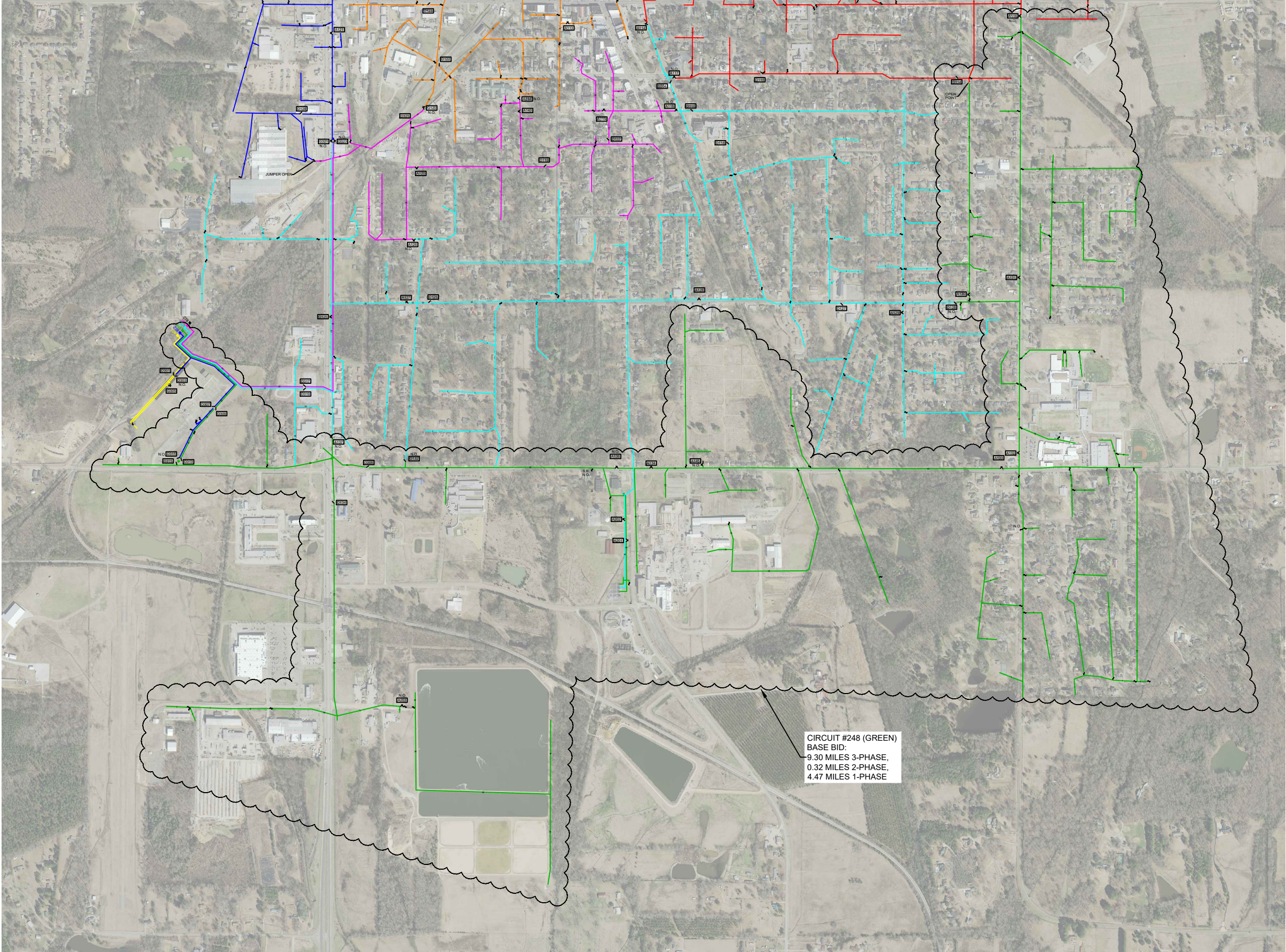
CIRCUIT #238 (BLUE)  
BASE BID:  
0.46 MILES 3-PHASE,  
0.00 MILES 2-PHASE,  
0.00 MILES 1-PHASE



## **APPENDIX B**

### **BASE BID MAP**

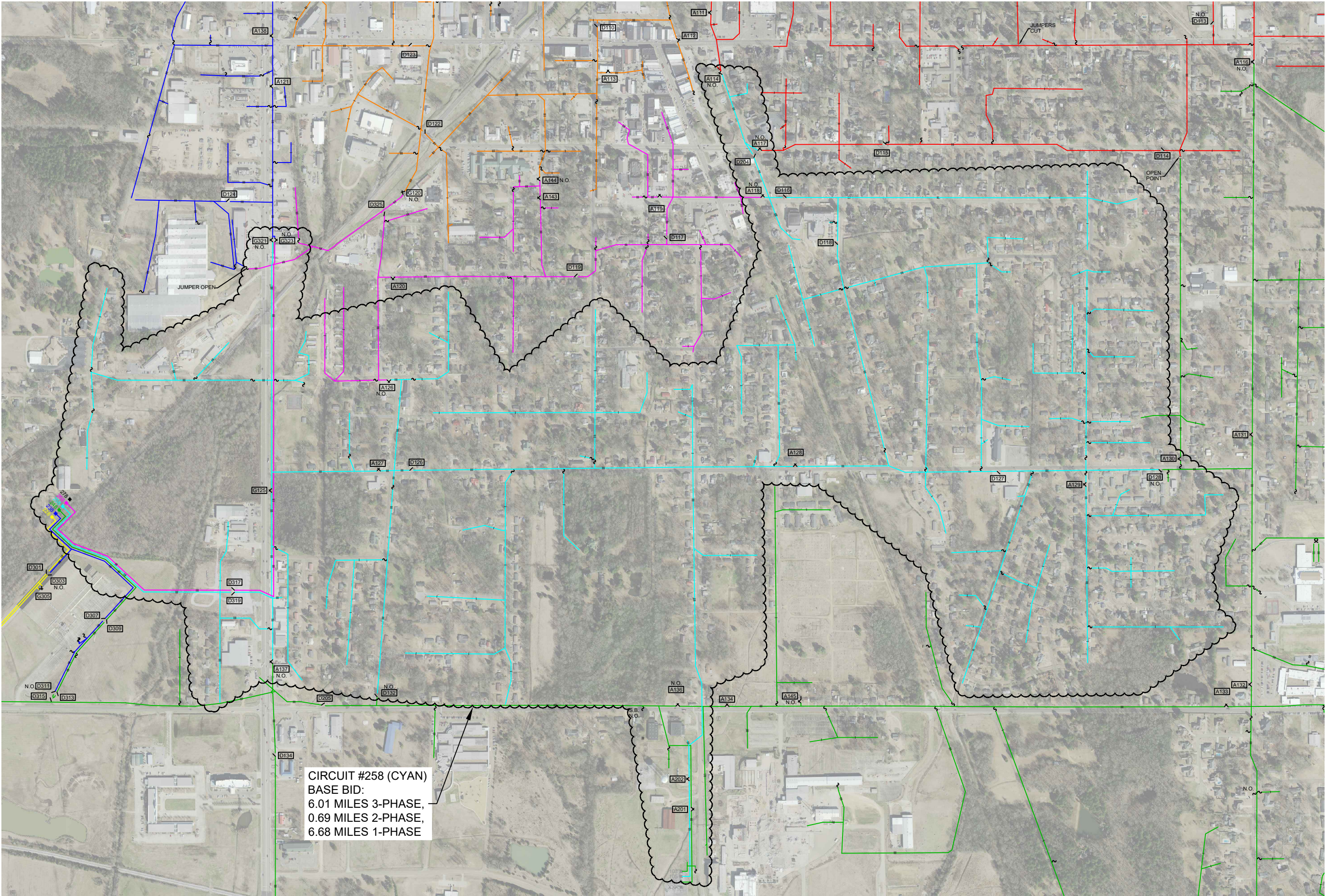
#### **13 kV FEEDER CIRCUIT #248**



## **APPENDIX C**

### **BASE BID MAP**

#### **13 kV FEEDER CIRCUIT #258**

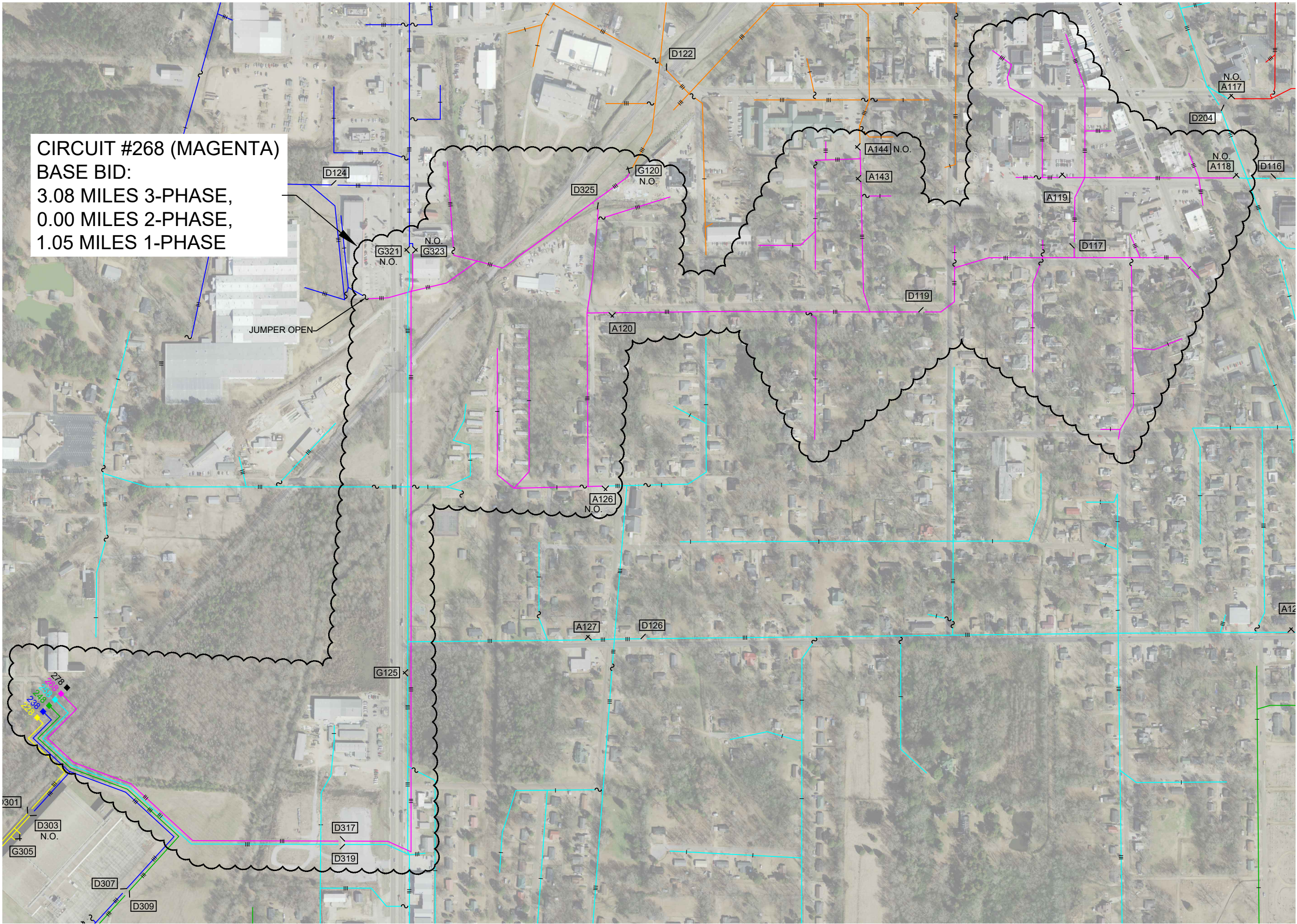


## **APPENDIX D**

### **BASE BID MAP**

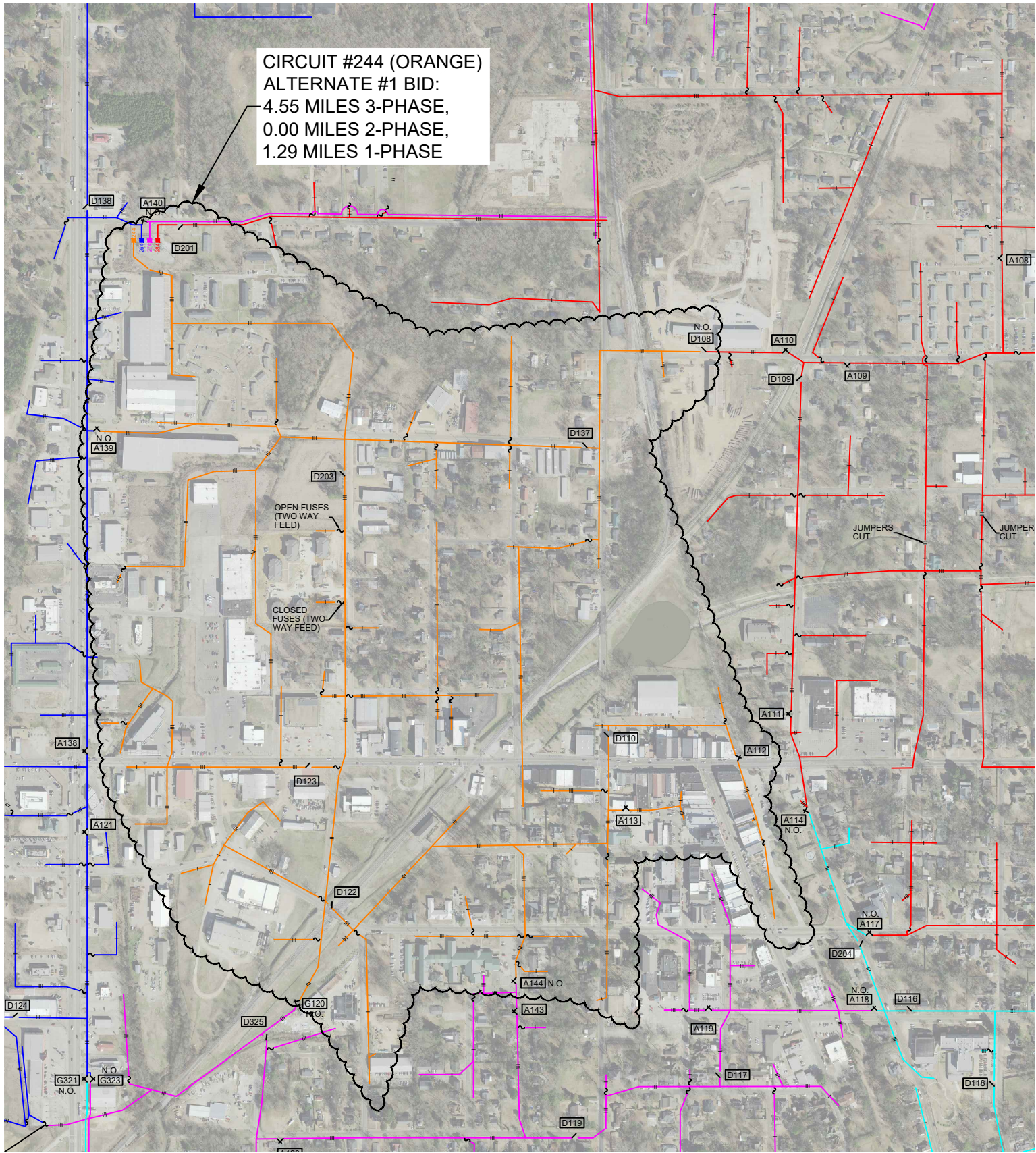
#### **13 kV FEEDER CIRCUIT #268**

CIRCUIT #268 (MAGENTA)  
BASE BID:  
3.08 MILES 3-PHASE,  
0.00 MILES 2-PHASE,  
1.05 MILES 1-PHASE



## **APPENDIX E**

### **ADDITIVE ALTERNATE #1 BID MAP 13 kV FEEDER CIRCUIT #244**



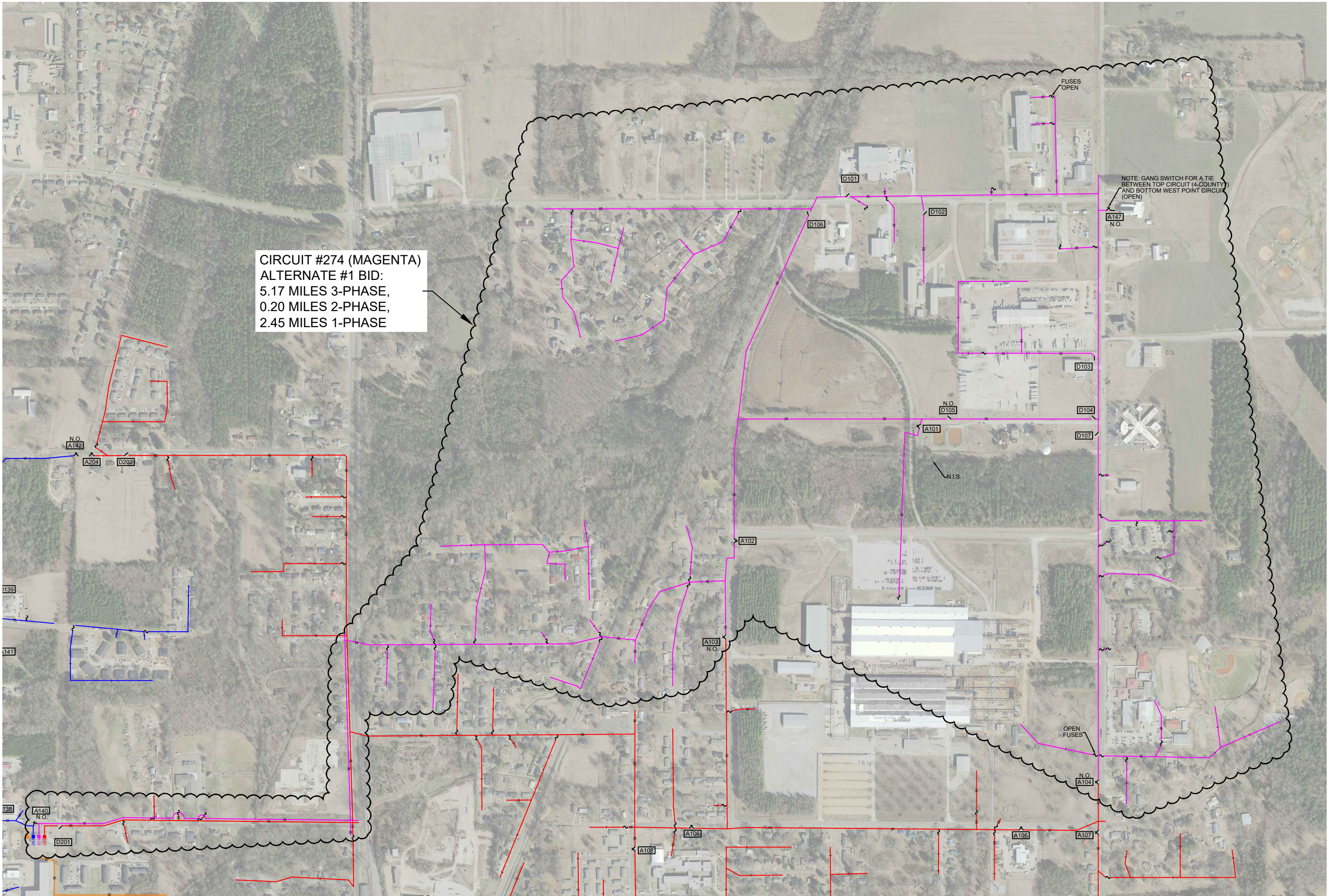
## **APPENDIX F**

### **ADDITIVE ALTERNATE #1 BID MAP 13 kV FEEDER CIRCUIT #264**



## **APPENDIX G**

### **ADDITIVE ALTERNATE #1 BID MAP 13 kV FEEDER CIRCUIT #274**



## **APPENDIX H**

### **ADDITIVE ALTERNATE #1 BID MAP 13 kV FEEDER CIRCUIT #284**

