



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
WORK SESSION
MONDAY, APRIL 15, 2024 – 6:45 PM
CITY HALL**

ELECTED OFFICIALS PRESENT:

David Eady - Mayor
George Holt – Councilmember
Jim Windham – Councilmember
Laura McCanless – Councilmember
Erik Oliver – Councilmember
Jeff Wearing – Councilmember
Mike Ready – Councilmember

STAFF PRESENT:

Marcia Brooks – City Clerk/Treasurer
Bill Andrew – City Manager
Mark Anglin – Police Chief
Jody Reid – Supervisor of Utilities and
Maintenance
David Strickland – City Attorney

OTHERS PRESENT: Laura Gafnea (Oxford College)

Agenda (Attachment A)

1. Mayor's Announcements

Listed in agenda.

2. Committee Reports

- a. **Trees, Parks, and Recreation Board** – No report.
- b. **Planning Commission** – Bill Andrew provided the report.
- c. **Downtown Development Authority** – Mike Ready provided the report.
- d. **Sustainability Committee** – Laura McCanless provided the report.

3. Approval to proceed on the Cemetery Access Road (Attachment B)

There was no opposition to proceeding with the cemetery access road.

4. Information Concerning the IRS Audit on Lack of Tax Forms with City Contractors (Appendix C)

Marcia Brooks explained the details regarding the audit and the results. She affirmed that staff has adjusted procedures to require a W-9 from all vendors providing any services to the City of Oxford.

5. Authorization for the Mayor to Sign the contract with Burford's Tree, LLC for Powerline Tree Trimming (Attachment D)

The City Council agreed to fund the contract at \$50,000 for FY 2024.

6. Authorization for the Mayor and City Manager to sign the Authorization to Close the Water and Sewer Sinking Fund Checking Account (Attachment E)

Mayor Eady explained that this request is essentially administrative in nature, but staff felt the need to obtain City Council approval due to the significant amount of money being considered. Staff would continue to reserve the monthly amount, but transfer it to the Water/Sewer Capital account.

Jim Windham stated that it was set aside separately so that the City Council could see where the money was going and ensure that it was not being spent on operating expenses. Ms. Brooks stated that she could provide detailed information each month if the City Council prefers that.

Ms. Brooks asked if a formal vote is needed on it. Mr. Windham suggested transferring 99% of the amount and bring a request to the City Council to close the account.

7. Update on the Sewer Moratorium (Attachment F)

Bill Andrew advised the City Council that the moratorium is scheduled to expire on May 13, 2024. Archer Aviation is not anticipating using as much capacity as initially thought, so the City will have a surplus of capacity. Therefore, he feels it is safe to lift the moratorium for the properties served by Catova Creek. The City is still waiting for information for the Turkey Creek service area. By July we should know whether the moratorium should be extended for the Turkey Creek service area or if additional capacity should be purchased.

He stated that the current administration of Oxford College was not aware that their 50-year agreement with NCWSA for capacity had expired. He advised that when a city or county enters into an agreement for capacity it is in perpetuity and cannot be taken away. The goal is to include Oxford College under the City's capacity agreement.

Jim Windham recommended that the City not enter into any long-term agreements for capacity due to the scarcity of water.

8. Other Business

None.

9. Work Session Meeting Review

- a. Vote to approve bid from Peach State Construction to extend the Cemetery Access Road to Richardson Street.
- b. Vote to approve the contract with Burford Tree for powerline tree trimming.
- c. No vote needed to move the funds from the Sinking Fund checking account to the Water/Sewer checking account. Separate vote to approve closing the account.
- d. Vote to lift the sewer moratorium for the Catova Creek service area and vote to extend the moratorium to July 1, 2024 for the Turkey Creek service area.

10. Executive Session

Jim Windham made a motion to enter Executive Session at 7:38 p.m. to discuss personnel matters. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).

Laura McCanless made a motion to exit Executive Session at 8:20 p.m. Mike Ready seconded the motion. The motion was approved unanimously (7/0).

11. Adjourn

Mayor Eady adjourned the meeting at 8:20 p.m.

Respectfully Submitted,



Marcia Brooks
City Clerk/Treasurer

**Oxford Mayor and Council
Work Session
Monday, April 15, 2024 – 6:45 P.M.
Oxford City Hall
110 W. Clark Street, Oxford, Georgia
Agenda**

1. Mayor's Announcements:

- a. Reminder of the Special Called Work Session for the Operations and Capital Budgets on Thursday, April 18 at 8:00 a.m. at the Community Room here at City Hall.

2. Committee Reports: The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, and the Sustainability Committee.

3. *Approval to proceed on the new Cemetery Access Road: This was discussed at the 11/21/22 Council Work Session with a bid from Peach State Construction at an original bid of \$12,965. With the time interval, the new price is \$13,945, which is still less than the \$14,000 we had from HCS. We have \$17,000 budgeted in the FY24 Capital Budget for this project. Staff recommends proceeding with Peach State Construction.

4. *Information concerning the IRS Audit on Lack of Tax Forms with City Contractors: There is no vote required but Ms. Brooks wanted to brief the Council on this \$1,120 fine. The "conclusion" on page two of document "004" provides a quick summation.

5. *Authorization for the Mayor to sign the contract with Burford's Tree, LLC for Powerline Tree Trimming: The City of Oxford travels under the Covington bidding for powerline tree trimming and thus saves money by having the local contractor already deployed in the area. Note: although \$50,000 was budgeted, their work last year extended into the first week of July even though the contract stated it was supposed to be completed by June 30. We would like to see a full \$50,000 spent, but the account is a bit short because of that last week of work after June 30. Currently, the contract is for \$45,000 but if the Council wants to consider approving it for \$50,000, we can adjust the budget and the contract.

6. *Authorization for the Mayor and City Manager to sign the Authorization to Close the Water and Sewer Sinking Fund: Please see the attached memo from Ms. Brooks. The closing of this account will save fees, paperwork, and time.

7. *Update on the Sewer Moratorium: The six-month city-wide sewer moratorium is set to expire on May 13, 2024. Staff recommends lifting the moratorium on the Catova Creek Line and extending the Turkey Creek Line moratorium until July 1, 2024. Please see attached memo for details.

8. Other Business:

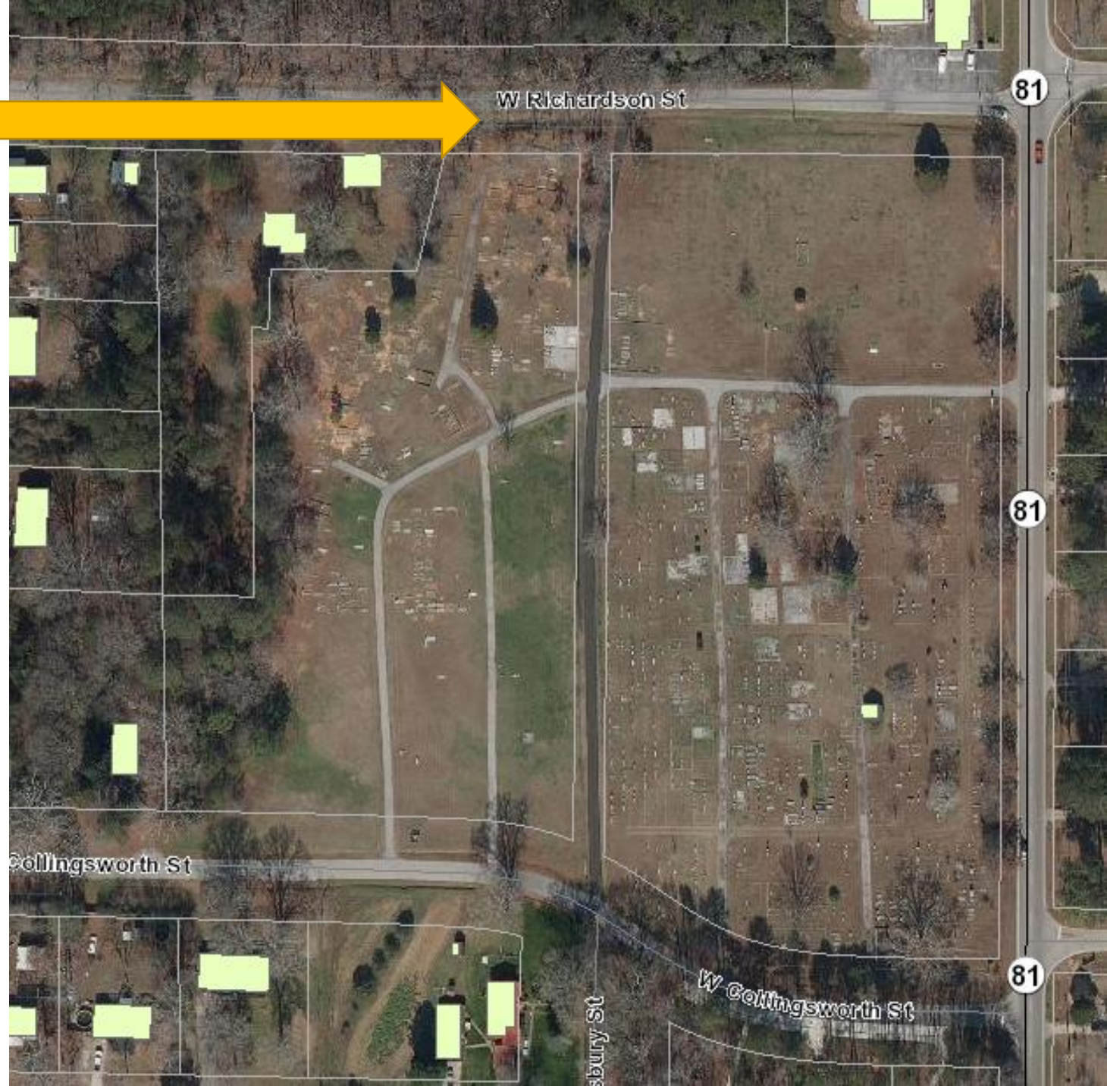
9. Work Session Meeting Review: Mayor Eady will review all the items discussed during the meeting.

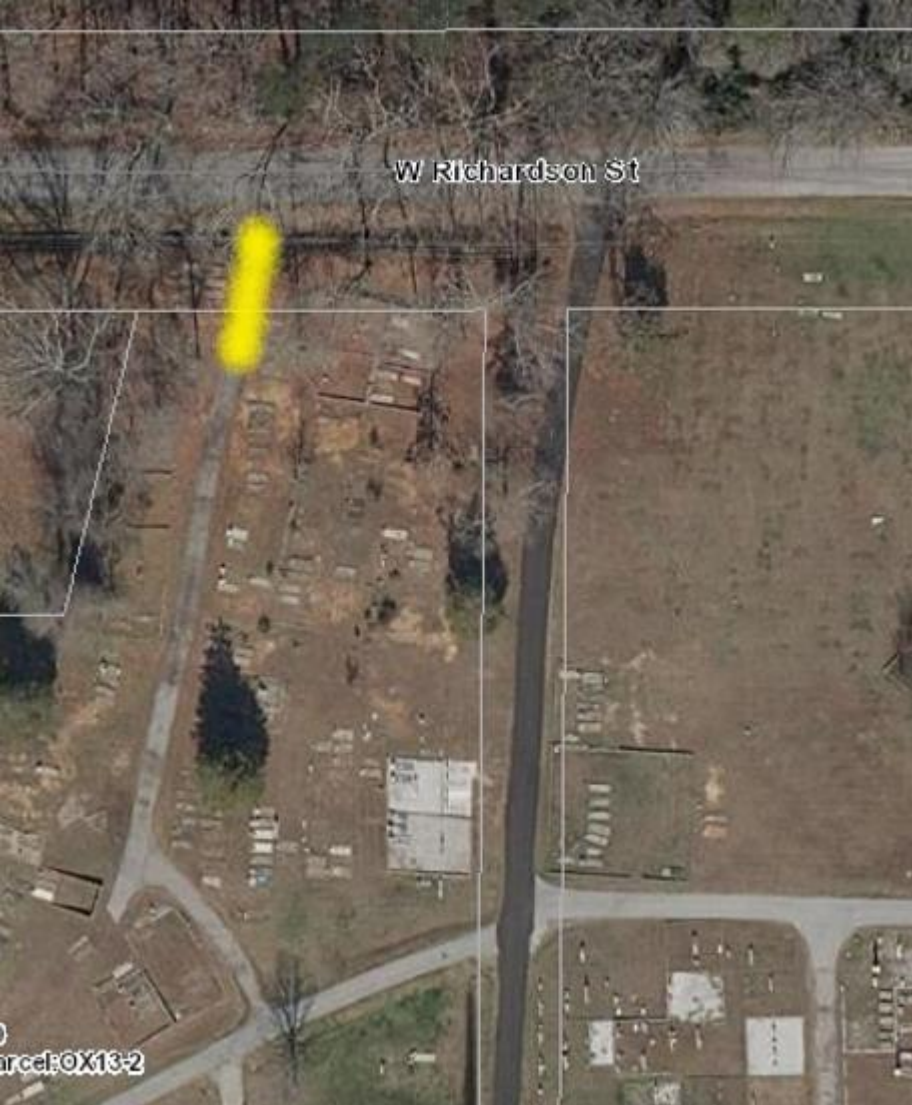
10. Executive Session: An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.

*Attachments

This image of the cemetery in its entirety highlights the location of the proposed connectivity/access to W. Richardson Street.

Interestingly, the south side of the cemetery has five access points with W. Collingsworth Street, while the north side only has one access point with W. Richardson Street.





The length of the project would be approximately 60 feet and would require a concrete stormwater pipe with the appropriate headwall.



View of the site from W. Richardson Street.



The removal of this tree is partly what precipitated this effort as this tree had been blocking the road being brought through to W. Richardson Street.



The fill required
create a
roadbed over
this ditch will be
significant.

Peach State Construction Co

P.O. Box 87 • Covington, Georgia 30014

Office: 770-788-6363

Proposal To:

Jody Reid
City of Oxford
110 W. Clark Street
Oxford, GA 30054

Date: March 19, 2024

Job: Cemetery Driveway Ext. to
W. Richardson St.

Proposal: Grading and driveway

Estimator: Tom Garrett

***This proposal represents the unit price summary for the referenced project.**

Description	Quantity	Unit	Unit Price	Amount
I. Cemetery Driveway Extension				
1 Grading for driveway (incl. removal of part of large stump), import fill & GAB for preparation of subgrade & #57 for pipe bedding	1.00	ls	\$ 5,160.00	\$ 5,160.00
2 Install 18" RCP in ditch along W. Richardson St - no end sections	1.00	ls	\$ 2,420.00	\$ 2,420.00
3 Install 5" thk conc. driveway (approx. 60' x 8')	1.00	ls	\$ 4,865.00	\$ 4,865.00
4 Backfill, clean up and grassing	1.00	ls	\$ 1,500.00	\$ 1,500.00
			Total	\$ 13,945.00

II. Notes

- Excludes:
 - Utility Relocation and/or Adjustments
- Excavation area within cemetery to be marked by City prior to work

Form 886-A (Rev. January 1994)	Explanation of Items	Schedule No. Or Exhibit Information Return Penalties
Name of Taxpayer City of Oxford	Tax Identification Number 58-6003077	Year/Period Ended 2021,

ISSUE: Information Return Penalties

FACTS:

The taxpayer failed to file with the Internal Revenue Service within the time prescribed by law 2 required Forms 1099-NEC for 2021. The accompanying Schedule (1099NEC) details the taxpayer's failures with respect to these reportable payments.

Fifteen vendors were issued a Form 1099 NEC for 2021 and had missing TINs (Taxpayer Identification Numbers) on the returns. The payor is required to file and furnish correct information returns that include the TIN.

A payer of nonemployee compensation of \$600 or more per calendar year is required to file with the Internal Revenue Service an information return (Form 1099-NEC/MISC) that includes the payment recipient's correct taxpayer identification number, name, and current address. Form W-9 or the same information using an alternate form can be used by a payer to obtain the required recipient information, however you did not obtain this information from all payees at the time payment of services was made.

LAW:

Internal Revenue Code ("IRC") §6041(a) and (d) requires taxpayers that are engaged in a trade or business, including governmental entities, to file an information return if, in a calendar year, a payment of \$600 or more is made to an independent contractor for services that is not a corporation, tax-exempt organization, or other governmental entity. The exception for corporations is not applicable when payments are for medical or legal services. Other types of payments to non-employees, in addition to payments for services, are reportable such as rents, lawsuit or settlement awards, and certain death benefits paid to employees' beneficiaries.

IRC §6041A requires that if any service-recipient engaged in a trade or business pays remuneration of \$600 or more during any calendar year to any person for services performed by such person, then the service-recipient shall make a return, according to the forms or regulations prescribed by the Secretary, setting forth the aggregate amount of such payments and the name and address of the recipient of such payments. The term 'service-recipient' means the person for whom the service is performed. And §6041A(d) states "The term 'person' includes any governmental unit (and any agency or instrumentality thereof).

Treasury Regulation 1.6041-1(a)(2) states "The return required...shall be made on forms 1096 and 1099..."

In addition, IRC §6041(d) provides that the payor must furnish the payee a written statement setting forth the amount of such payments. A copy of Form 1099-NEC/MISC may be used for this purpose. The time for furnishing the statement to the payee is set forth in §6041(d). The statement must be furnished to the payee on or before January 31st of the year following the calendar year for which the return is made.

The time for filing the statement with the IRS, along with Form 1096, Annual Summary and Transmittal of U.S. Information Returns, is provided for in Income Tax Regulations section 1.6041-6. The statement must be filed on or before February 28 of the following calendar year for which the return was required under IRC §6041.

Form 886-A (Rev. January 1994)	Explanation of Items	Schedule No. Or Exhibit Information Return Penalties
Name of Taxpayer City of Oxford	Tax Identification Number 58-6003077	Year/Period Ended 2021,

IRC §6721 provides a penalty for failure file correct information returns (including Forms W-2 and 1099) on the date prescribed when required under IRC §6041(a).

The penalty is:

- \$280 per statement for returns required to be filed 01/01/2021 – 12/31/2022 **(2020-2021 Returns)**

IRC §6722 provides a penalty for failure to furnish correct payee statements on the date prescribed to a payee when required under IRC §6041(a). The penalty also includes failure to include all of the information required to be shown on a payee statement or the inclusion of incorrect information.

The penalty is:

- \$280 per statement for returns required to be filed 01/01/2021 – 12/31/2022 **(2020-2021 Returns)**

IRC section §6724 provides no penalty shall be imposed under §6721 or §6722 with respect to any failure if it shown that such failure is due to reasonable cause.

CONCLUSION:

Fifteen vendors were issued a Form 1099 NEC for 2021 and had missing TINS. However, upon further inspection, thirteen out of the fifteen vendors did not require a Form 1099-NEC because they were either a corporation (no medical service or attorney fees) or it was for a product only. Therefore, no penalty will be applied to these vendors because no return was initially required. The remaining two vendors will cause the taxpayer to be subject to Failure to File a Correct Information Return (IRC §6721) and Failure to Furnish a Correct Return (IRC §6722).

In conclusion, the taxpayer failed to file 2 required information returns for 2021 within the time prescribed by law. The taxpayer has not demonstrated the failures were due to reasonable cause. Accordingly, IRC §6721 and §6722 penalties are imposed as shown on the accompanying schedule(s).

The failures have been determined to be attributable to the absence of adequate payor internal controls with respect to the timely, accurate, and complete identification of potentially reportable payments and acquisition of required recipient tax information.

The Failure to File (IRC §6721 and IRC §6722) penalty will be assessed at the IRS service center.

TAXPAYER'S POSITION:

Taxpayer City of Oxford has provided no position at this time regarding the filing of the tax period 2021 Forms 1099-NEC.

Paying Examination Adjustments through EFTPS

Taxpayers currently enrolled in and using EFTPS can make payments on proposed examination adjustments and Civil Penalties through EFTPS. Following this guide will help to ensure that payments are credited to the correct tax returns and tax periods. Please pay the amount listed below either through EFTPS or by check. If paying by check, make it out to United States Treasury.

You only need to return either a printout of the deposit confirmation through EFTPS or payment by check. No other documents are required to be signed.

If paying by check, please send the check made out to United States Treasury to:

Internal Revenue Service

Attn: Melody Y. Liou

9350 Flair Drive

3rd Floor, P.O. 7254

El Monte, CA 91731

Summary of Proposed Adjustments for use with EFTPS

Each separate item listed in the table below must be input separately in the EFTPS system. **Do not** combine amounts and enter one total, or the payments will not post to the proper returns and periods.

Taxpayer:	City of Oxford		
EIN:	58-6003077		
Tax Form	Month	Year	Amount
8489	December	2021	1,120.00
TOTAL			1,120.00

NOTE: For Civil Penalties, enter **Form 8489** as the Tax Form number.

See following pages for step-by-step instructions.



NON-PERSONAL SERVICES CONTRACT

Independent Service Provider Agreement

This Agreement is made effective as of this date _____ by and between the City of Oxford, 110 West Clark Street, Oxford, Georgia 30054, and Burford's Tree, LLC, 80 Spring Branch Drive, Suite F, Alexandria, Alabama 36250. In this Agreement, the party who is contracting to receive the services shall be referred to as "the City of Oxford", and the party who will be providing the services shall be referred to as "Service Provider".

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

Provide tree trimming and removal on City of Oxford rights-of-way at the rate of \$5,817.00 per linear mile of right-of-way.

Pruning objectives:

- 1. Removed deadwood 2-inch diameter and larger within crown**
- 2. Remove damaged/rubbing branches, mistletoe**
- 3. Clearance pruning along streets as necessary for a minimum 14 ft. road clearance and/or for site visibility.**

All debris should be chipped and removed from site.

All work must be completed and invoiced on or before June 30, 2024

2. PAYMENT. The City of Oxford will pay compensation to Service Provider for the services listed above, not to exceed **\$45,000.00**. Compensation shall be payable upon completion of services of Service Provider and approval by the City of Oxford. Compensation shall be payable the first of the month following the month work was performed.

NOTE: PLEASE FORWARD ALL INVOICES WITH ACCOMPANYING WAIVER/RELEASE TO MARCIA BROOKS, CITY CLERK/TREASURER WITH THE CITY OF OXFORD, GEORGIA AT THE ADDRESS BELOW:

The City of Oxford, Georgia
Oxford City Hall
110 West Clark Street
Oxford, GA 30054-2274

3. WARRANTY. The standard of care for all professional services performed or furnished by Service Provider under this Agreement will be the skill and care used by members of Service Provider's profession practicing under similar circumstances at the same time and in the same locality. Service Provider makes no warranties, express or implied, under this Agreement or otherwise, in connection with Service Provider's services.

4. **RELATIONSHIP OF PARTIES.** Service Provider is an independent Service Provider and neither Service Provider, Contractors employed by the Service Provider (if any), nor any of their agents are employees of the City of Oxford. Service Provider is responsible for the direction and supervision of its employees and Contractors and shall promptly remove any personnel who are not adhering to the terms of this Agreement. The City of Oxford will **not** provide fringe benefits, including health insurance, paid vacation, overtime, or any other employee benefit for the benefit of Service Provider. The Service Provider shall purchase and maintain insurance for claims covered under General Liability. This insurance shall be written by a company or companies approved by the City of Oxford, and for not less than One Million Dollars, (\$1,000,000.00). Certificates of such insurance shall be filed with the City of Oxford prior to the commencement of the service provided and upon the City of Oxford's request shall name same as an additional insured.

5. **INDEMNITY.** To the fullest extent permitted by law, Service Provider shall indemnify the City of Oxford, its officers, directors, partners, employees, and representatives from and against all losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Service Provider or Service Provider's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

6. **TERM/TERMINATION.** This Agreement shall be effective for a period of **Six (6) Months**, unless the City of Oxford provides 30 days written notice to Contractor prior to the termination of the applicable term.

7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia (excluding Choice of Law provisions). In performance of this Agreement, Service Provider will comply with all requirements of applicable state and local law, regulations and ordinances. Service Provider also agrees to abide by all applicable rules and regulations of the City of Oxford.

8. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

9. **SEVERABILITY.** If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

City of Oxford

By: _____
David Eady, Mayor

Attest: _____
Bill Andrew, City Manager

Date: _____

Service Provider:

By: _____

Date: _____

CONDITIONAL WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA
COUNTY OF NEWTON

The undersigned mechanic and/or materialman has been employed by City of Oxford, Contractor, to furnish all labor, equipment and supplies on property known as City of Oxford rights-of-way which are located in the City of Oxford, County of Newton, State of Georgia, and are owned by City of Oxford and more particularly described as follows:

Trees on rights-of-way owned by the City of Oxford.

Upon the receipt of the sum of \$_____ the mechanic and/or material man waives and releases any and all liens or claims of lien it has upon the foregoing described property through the date of _____ and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said building or premises.

Given under hand and seal, this: _____ day of _____, 2024.

BY: _____

Title/Office: _____

Sworn to and subscribed before me,

This: _____ day of _____, ____.

Notary Public

BY: _____

Title/Office: _____

Sworn to and subscribed before me,

This: _____ day of _____, ____.

Notary Public

**UNCONDITIONAL WAIVER
AND RELEASE UPON FINAL PAYMENT**

**STATE OF GEORGIA
COUNTY OF NEWTON**

The undersigned mechanic and/or material man has been employed by City of Oxford, Contractor, to furnish all labor and materials on property known as rights-of-way within the City of Oxford, County of Newton, State of Georgia, and are owned by City of Oxford, and more particularly described as follows:

Trees located along rights of way within the City of Oxford.

Upon the receipt of the sum of \$45,000.00 the mechanic and/or material man waives and releases any and all liens or claims of lien or any right against any labor and/or material bond it has upon the foregoing described property.

Given under hand and seal, this ____ day of _____,

BY: _____

Sworn to and subscribed before me,

Title/Office: _____

This: ____ day of _____, ____.

Notary Public

BY: _____

Sworn to and subscribed before me,

Title/Office: _____

This: ____ day of _____, ____.

Notary Public

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY
AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS.
THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN
PAID. IF YOU HAVE NOT YET BEEN PAID, USE A CONDITIONAL RELEASE FORM**

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Oxford has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

35990

Federal Work Authorization
User Identification Number

11/10/2006

Date of Authorization

Burford's Tree, LLC

Name of Contractor

2024 Powerline Tree Pruning

Name of Project

City of Oxford

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ (date) in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 202 _____.

NOTARY PUBLIC

My Commission Expires:

CONTRACT

THIS AGREEMENT made this the 10th day of February, 2022, by and between the **CITY OF COVINGTON**, hereinafter called "Owner", and **Burford's Tree LLC**, a contractor doing business as a corporation of the City of Alexandria, County of Calhoun, and State of Alabama hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the scope of work as specified for the project entitled:

CITY OF COVINGTON, GEORGIA

2021-27

Electric Right-of-way Clearing

hereinafter called the "Project", for the sum of Five thousand eight hundred seventeen & 00 /100 Dollars (\$5,817) per linear mile of right-of-way and all extra work in connection therewith. Except as expressly set forth herein, the scope of the Project and terms and conditions of this agreement shall be the same as those set forth in the Owner's RFP # 2021-27 dated November 12, 2021, Revised January 13, 2022, attached hereto at Exhibit "A" and incorporated herein by reference. All work shall be performed at Contractor's own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in such RFP and Contractor's bid.

This contract shall be in effect for twelve (12) months with the option to renew for three (3) additional calendar years upon mutual agreement of both parties. Either party may terminate this contract with thirty days' notice without cause and without further obligation except for payment due for services prior to date of such termination.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner.

CONTRACT (Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract.

The Owner and Contractor may, at any time, as the need arises, order changes within the scope of the Project without invalidating this agreement. If such changes increase or decrease the amount due under this agreement, an equitable adjustment will be authorized by written Change Order. All such changes shall be in writing and signed by both parties to be effective. This provision shall not be deemed waived by conduct of the parties.

Contractor or his designee shall be responsible for acquiring any and all permits required for the Work. The City of Covington shall waive all fees on permits issued by the City of Covington. The City shall be responsible for fees associated with any necessary permitting which is outside of their purview and jurisdiction.

Contractor agrees to indemnify, and hold harmless the City, its council members, officers, and employees from and against any and all liability and damages, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the Contractor. Contractor's obligation to indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor further agrees to indemnify, and hold harmless the City, its council members, officers, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in the year and day first above mentioned.

ATTEST:

Audrian Gutierrez
City Clerk

Eric Chaplin
Witness

CITY OF COVINGTON

By: Steve Horton SEAL

Mayor
Title

ATTEST:

Dany Form
Secretary

Burt Owens
Witness

By: EE With

President
Title



Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.



COVINGTON
georgia

Request for Bid

Electric Right-of-way Clearing Bid
#2021-27

Release Date: November 12, 2021

Revised Date: January 13, 2022

City of Covington
2194 Emory Street
Covington, Georgia 30014



2194 EMORY STREET N.W. * COVINGTON, GEORGIA 30014

Phone: (770) 385-2000

Fax: (770) 385-2060

Ronnie Johnston, Mayor

Leigh Anne Knight, City Manager

November 8, 2021

The City of Covington is accepting proposals for electric utility right-of-way clearing. Sealed proposals must be received by the Purchasing Department, Attn: Scott Cromer in City Hall by Thursday, December 16, 2021 at 10:00 am at which time the bids will be opened. A mandatory pre-bid meeting will be held on Monday, December 6, 2021 at 10:00 am at the council / court room located at 2116 Stallings Street NW, Covington, Georgia 30014.

The City of Covington will consider the competency and responsibility of bidders in making the award. City of Covington reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids and to award contracts in a manner consistent with the City and laws governing the State of Georgia.

SCOPE AND SPECIFICATIONS

Contractors are invited to submit a proposal to furnish all labor and equipment to preform tree & brush cutting removal services as specified in Exhibit "A" for the City of Covington.

Proposals are due to the City of Covington Purchasing Department attention Scott Cromer located at 2194 Emory Street NW, Covington, Georgia 30014 by 10:00 am on Thursday, December 16, 2021. If using United States Postal Service, please mail proposal to P.O. Box 1527 Covington, Ga 30015. UPS, Federal Express please use the physical address below No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to City of Covington for the premature opening of a proposal not properly addressed and identified.

Please submit an **original** and **one (1) copy** to:

City of Covington Purchasing Department

Marked: **#2021-27 Electric Right-of-way Clearing Bid**

Attention Scott Cromer

2194 Emory Street NW

Covington, Georgia 30014

SPECIAL TERMS AND CONDITIONS

I. Contract Period:

The contract shall be in effect for twelve (12) months with the option to renew for three (3) additional calendar years upon mutual agreement of both parties. Either party may terminate this contract with thirty days' notice without cause and without further obligation except for payment due for services prior to date of such termination.

II. Submission of Bids

Proposals shall be enclosed in sealed envelopes, addressed to the City of Covington Purchasing Department with the name of the bidder, the date and hour of opening and marked **"2021-27 Electric Right-of-way Clearing Bid"**. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Any addenda should be enclosed in the sealed envelopes as well.

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.

City of Covington is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by City of Covington. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

III. Requirements

The Owner reserves the right to refuse to issue any voucher and to direct that no payment shall be made to the contractor in case they have reason to believe that said contractor has neglected or failed to pay any subcontractor, material dealer, worker or employee for work performed on or about the project including work as set forth in these specifications, until the Owner is satisfied that such subcontractors, material dealers, worker, or employees have been fully paid. However, this provision shall not obligate the Owner to intervene in any claim.

The Contractor shall be responsible for all material and work until they are finally accepted by the Owner, and shall repair at his own expense any damage that they sustain before their final acceptance. The Contractor shall be responsible for all damages to the proportionate extent caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, to the proportionate extent caused by Contractor's negligent performance of the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Contractor has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

No roadway shall be closed or opened except by express permission of the Owner and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

The Contractor shall provide all necessary equipment in good repair. Any equipment not adapted for the work or in such repair as to be dangerous to the project or workers shall not be used.

The Contractor shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Contractor hereby assumes the obligation to indemnify and save harmless the Owner and Engineers including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, to the proportionate extent caused by Contractor's negligent performance of the work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

The contractor will be responsible for all traffic control and conform to the guidelines set forth by the Manual on Uniformed Traffic Control Devices, Part 6.

Care shall be exercised in construction operations to minimize erosion. Temporary sediment control structures will be erected according to the Erosion, Sedimentation and Pollution Control (ES&PC) plan. Also Contractor shall comply with the State of Georgia and any applicable local Regulations for erosion control.



CITY OF COVINGTON

Invitation to Bid

#2021-27

Electric Utility Right-of Way Clearing

November 8, 2021

ADVERTISEMENT FOR BIDS

The City of Covington is soliciting for sealed bids to furnish all labor and equipment to preform tree & brush cutting removal services for the electric utility right-of-ways.

A mandatory pre-bid meeting will be held on Monday, December 6, 2021 at 10:00 am at the council / court room located at 2116 Stallings Street NW, Covington, Georgia 30014.

Sealed proposals must be delivered to City Hall, 2194 Emory Street NW, Covington, GA 30014, Attn: Scott Cromer no later than 10:00am on Thursday, December 16, 2021.

Request for Bids and additional information may be obtained by accessing the request for proposals on the City's website at <https://www.cityofcovington.org/index.php?section=business-opportunities>

The City of Covington reserves the right to reject any and all bids /proposals.

INTRODUCTION:

Contractors are invited to submit a bid to furnish all labor and equipment to preform tree & brush cutting removal services for the electric utility right-of-ways as specified in Exhibit "A"

Instructions for preparation and submission of a bid are contained in this packet. Proposals must be typed or printed in ink.

The City of Covington provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by the City of Covington.

CONTACT FOR THIS REQUEST:

All questions regarding this RFP shall be made to Joel Smith at 770-385-2182 or jsmith@cityofcovington.org. The City will post any/all Addenda, if applicable, on the City website, www.cityofcovington.org under the business opportunities / bids section.

BID COPIES FOR EVALUATION:

Two (2) hard copies will be required for review purposes.

CONTRACT TERM:

The contract shall be in effect for twelve (12) months with the option to renew for three (3) additional calendar years upon mutual agreement of both parties. Either party may terminate this contract with thirty days' notice without cause and without further obligation except for payment due for services prior to date of such termination.

CHANGE ORDERS:

All change orders must be submitted in writing and approved by the City of Covington prior to any work being performed.

DUE DATE:

Sealed bids must be received by the City of Covington Purchasing Department, 2194 Emory Street NW, Covington, Georgia 30014 **by 10:00 A.M., local time on Thursday, December 16th 2021**. Bids received after this time will not be accepted.

PRE-BID/BID MEETING:

A mandatory pre-bid meeting will be held on Monday, December 6, 2021 at 10:00 am at the council / court room located at 2116 Stallings Street NW, Covington, Georgia 30014.

QUALIFICATIONS OF OFFERORS:

Contractor and all subcontractors must obtain a business license in Georgia and provide a copy of that license with the submittal of their bid response. Bidder shall hold a current utility contractor license issued by the State of Georgia Construction Industry Licensing Board

Proposals will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude.

Bidders may be required to submit evidence setting forth qualifications which entitle him to considerations as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the **City** may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

The **City** may make such investigations as it deems necessary to determine the ability of the **Bidder** to perform the work, and the **Bidder** shall furnish to the **City** all such information and data for this purpose as the **City** may request. The **City** reserves the right to reject any bid if the evidence submitted by, or investigation of, such **Bidder** fails to satisfy the **City** that such **Bidder** is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

INSURANCE:

Contractor shall maintain the following minimum insurance, (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence; and (b) commercial automobile liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence, and property damage with no limits of no less than \$1,000,000 per accident, (c) statutory worker's compensation insurance, including \$1,000,000 employer's liability insurance

Contractor shall include in their bid, a certificate or policy of insurance evidencing Contractor's compliance with this paragraph with the City of Covington listed as the certificate holder. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

PERMITS:

N/A

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

A. The form must be signed by an authorized officer of the contractor or their authorized agent.

B. The form must be notarized.

C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the City and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits.

GENERAL INFORMATION:**RECEIPT OF BID:**

No bids received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to City of Covington for the premature opening of a bid not properly addressed and identified.

WITHDRAWAL OF BID:

A bidder may withdraw their bid **before** the bid due date, without prejudice to the bidder, by submitting a written request of withdrawal to the City of Covington Purchasing Department.

Bids may not be withdrawn for a period of sixty (60) days from the due date.

REJECTION OF BID:

City of Covington may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with the City of Covington. Also, the right is reserved to waive any irregularities or informalities in any bid in the proposing procedure. The City of Covington shall be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The bidder may be required, upon request, to prove to the satisfaction of the City of Covington that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid, and addenda, if any, will be deemed part of the contract.

GOVERNING LAWS:

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

ERRORS AND OMISSIONS:

The vendor shall not take advantage of any errors or omissions in this Bid Request, and shall promptly notify the City of Covington of any omissions or errors found in this document.

TORT IMMUNITY:

No officer, employee, or agent of the City acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with City interpretation to prevail.

OPTION TO AUDIT

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the City if officially requested, to be audited by a designated City auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by the City of Covington and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from the City of Covington. Failure to comply with the written specifications for this bid may result in disqualification by the City of Covington.
3. All goods and materials shall be F.O.B. Destination Covington, Georgia and no freight or postage charges will be paid by the City of Covington unless such charges are included in the bid price.
4. The following RFP# **2021-27 Electric Right-of-way Clearing Bid** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error. Bidder shall hold a current utility contractor license issued by the State of Georgia Construction Industry Licensing Board and shall bear the current license number on the outside of his bid envelope
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. The City of Covington accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 60 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to the City of Covington, the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.

8. The City of Covington reserves the right to accept a bid that is not the lowest price if, in the City's judgment, such bid is in the best interest of the City and the public. The City of Covington reserves the right to reject any and all bids.

9. Telephone, Telegraphic or Facsimile bids will not be accepted.

10. No sales tax will be charged on any orders. City of Covington is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by City of Covington. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

11. If applicable, completed questionnaires must be signed manually. The City of Covington reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.

12. If applicable, warranty information shall be provided.



EXHIBIT "A"

City of Covington Electric Dept.

The City of Covington is seeking competitive sealed bids on right-of-way clearing for nineteen (19) electric distribution circuits out of seven (7) substations. The City of Covington desires to engage a private tree trimming contractor to perform distribution line clearing and tree removal typical to electric distribution lines both in rural and urban environments. The nineteen (19) circuits referenced herein comprises approximately 430 linear miles of right-of-way. **Clearing must consist of a minimum of 108 linear miles and NOT TO EXCEED a maximum of 115 linear miles per twelve month calendar year.**

Introduction

The intent and purpose of this Request for Proposal (RFP) is to establish a contract with a qualified Contractor who can provide supervision, labor, equipment, traffic control, debris removal, and incidentals necessary to perform tree and brush cutting and removal services on various utility rights-of way, utility lines, and roadways in and around Covington, Georgia in accordance with the Scope of Services in this RFP.

Scope of Services and Standards of Work

Contractor obligations:

The Contractor is to supply labor, tools, and equipment specified as necessary to provide forces capable of independently performing line clearing along power lines belonging to the City of Covington. The Contractor will also make available a Giraffe tree trimming apparatus for areas on the system where conventional tree trimming is not possible. The Contractor will make a crew available as needed for emergency situations and storm duty on an hourly basis. All tree trimming work is to be accomplished in accordance with the directions of the designated representative of the City of Covington electric division, within the scope of this RFP.

Typical right-of-way:

A typical City of Covington right-of-way is twenty (20) feet in total width, with a conductor in the center. Some rights-of-way, especially in areas outside of the city limits, may be thirty (30) feet in total width. Joint use agreements with telephone/cable utilities exist, and unless directed by the City, electric right of- way maintenance shall include adequate clearance of all active overhead utilities utilizing the right-of way, including clearing vegetation from poles and guys.

Clearing of wood waste:

It shall be the financial and physical responsibility of the Contractor to daily dispose of all wood and wood products resulting from the pruning and removal process. The City shall supply a location to dispose of inert, clean wood waste or chippings.

Clearing distance:

All distribution line right-of-way must be cleared to a minimum of ten feet (10') from any energized conductor. Only side and top pruning are permitted with a minimum clearance of ten feet from the energized conductors. All overhanging limbs must be removed unless there are special unsafe conditions that would prevent removal. The final decision concerning leaving overhanging limbs will rest solely with the City.

Live tree removal:

Trees six inches (6") or less in diameter that will require pruning in future years shall be removed from the right-of-way, with the exception of low-growing trees (for example, dogwoods, redbuds, or ornamental trees) and landscape quality trees six inches (6") or less in diameter. In some cases, the City may have a customer agreement to leave tall-growing trees six inches (6") or less in diameter in the right-of-way. In these cases, all vegetation will be pruned for a minimum clearance of ten feet (10'). All trees larger than six inches (6") in diameter located in the right-of-way shall only be removed at the discretion of the City. Unless otherwise specified by the City, all cutting for existing-right-of-way clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum remaining height of four inches (4") for brush stubs and six inches (6") for tree stumps.

Dead tree removal:

All tall dead or dying trees located outside the pruning zone shall be removed if, in the sole opinion of the City, they present a hazard to the existing power lines.

Secondary conductors:

Secondary conductors shall be pruned a minimum of ten feet (10') from bare conductors and five feet (5') from conductors with weather-proof coating. The definition of a "secondary conductor" for tree pruning is as follows: Open three-wire or triplex conductors that carry current from the secondary side of a distribution transformer to a lift pole or poles serving more than one customer. Secondary conductors shall be pruned from the connection at the transformer to the last lift pole.

Street lighting conductors:

Street lighting conductors shall be pruned a minimum of five feet (5').

Service drops:

Service drops shall be pruned a minimum of five feet (5'). The definition of a "service drop" is as follows: Secondary conductors, which carry current from the secondary side of a distribution transformer to a single customer connection or from the last life pole serving more than one customer.

Order of work:

Circuit trimming shall begin at the substation and proceed in a logical, orderly manner unless another starting point is identified by the City. Contractor shall not skip around on the circuit area.

Pricing

Pricing is to be per linear mile and shall include all labor, material, and equipment to accomplish the right-of-way clearing as defined herein in this solicitation for bids. Additionally, the Contractor shall provide hourly pricing for requested emergency or storm duty. For clarification, the hourly rate for emergency services will be based off a Three (3) person crew which shall consist of one (1) foreman, one (1) trimmer and one (1) ground man. The equipment required shall consist of one (1) bucket truck, one (1) chipper truck and a minimum 12" chipper.

Circuit maps

Circuit maps shall be provided to Contractor for review prior to bid submission. Maps are available to be viewed free of charge during normal business hours. A copy of the circuit maps will be provided. A copy may be retained by the Contractor for its use in bidding and for no other purposes.

Safety

Job site activities shall at all times be conducted in accordance with applicable Federal, State and Local requirements to include but not limited to the National Electric Safety Code and the Georgia Department of Transportation Manual on Uniform Traffic Control Devices.

Work Week / Hours of Operation

The work week will coincide with the City of Covington's normal working hours. These hours are 7:00 AM to 5:00 PM, Monday through Friday, excluding holidays. The City observes ten holidays per year. The Contractor's hours of operation may be extended by approval of the City of Covington's designated representative, but in no cases shall the hours of operation be extended beyond the period of 7:00 AM to 7:00 PM, Monday through Friday.

Damage to Facilities / Insurance Requirements

The Contractor shall be responsible for damages by its forces to any City of Covington utility facilities or customer owned facilities. Furthermore, any damage to utility facilities not owned by the City of Covington but which may be attached to City of Covington utility poles through a valid joint use agreement shall be the responsibility of the Contractor. The Contractor shall submit proof of Comprehensive General Liability Insurance carried in the minimum amount of \$1,000,000 bodily injury and \$1,000,000 property damage. Proof of insurance must be submitted to the City of Covington prior to execution of the contract for services.

Supervision / Customer Notification

The Contractor shall remain in close communication with the City of Covington designated representative. No work shall commence that has not been directed by the City of Covington designated representative. Contractor shall not respond to customer requests or make any representations to City of Covington customers, and instead shall refer such requests to the City's representative. Customer notification of work to be performed at or near customer premises shall be made by the City of Covington designated representative.

Contractor Employees

All employees of the Contractor, while working or performing the line clearing activity of the City of Covington, will be required to wear uniform shirts and/or coats identifying them as employees of the Contractor. Employees will maintain a professional attitude toward the work being performed and toward any and all customer contacts incurred while working on the City of Covington's system.

Contractor Equipment

All equipment used by the Contractor on the City of Covington's system shall be in good working condition and have a good general appearance. All safety systems shall be properly engaged and utilized by Contractor and its employees. It is required that the contractor currently have in their fleet or have immediate access to a bucket truck with a 75-foot working height when necessary.

Payment

Invoices may be submitted by Contractor for payment at Contractor's discretion, but submissions shall be made no frequently than weekly. Payment terms for each invoice shall be "Net 30 Days" from the date the invoice is received by the City of Covington. Contractor shall invoice City based upon the "percentage of completion" method, with the percentage of completion determined by the footage or mileage of the electric circuit where work has been completed divided by the total footage or mileage of the circuit. Maps of each circuit shall be provided to the Contractor that delineates the linear footage of the circuits between spans.

Assignment

No assignment, subcontracting, subletting, or transferring of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted without written approval of the City of Covington.

Term / Limitation of Time to Complete Work

The contractor is expected to start work promptly after the execution of the contract. Work shall begin within 90 days of the execution date of the contract, and at a minimum a quarter of the system (~ 108 miles of line) and a maximum of (115 miles of line) shall be completed yearly.

Indemnification

The Contractor agrees to and shall indemnify, defend and hold the City of Covington harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit

related thereto), suffered or incurred by the City to the proportionate extent, arising from or related to Contractor's negligent performance under this contract.

References

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar right-of-way clearing work within the last 24 months. At least three (3) references shall be included with a contact name and telephone number.

BID FORM

#2021-27 Electric Right-of-Way Clearing
City of Covington

PART I: Bid Summary

Bidder agrees to furnish all equipment, materials and to perform all labor necessary for tree & brush cutting removal services as specified in exhibit "A" for the City of Covington for the price of:

\$ 5,817.00 Price per linear mile of right-of-way

\$ 145.03 Hourly rate for additional requested services of emergency or storm duty. (As specified in Exhibit "A")

The above pricing shown shall include all labor, materials, equipment, clearing, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that the City of Covington reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Covington in the form included in the Bid Documents to perform and furnish all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening.

SUBMITTED on December 16, 2021

BIDDER: Burford's Tree, LLC

By: 

Title: President

80 Spring Branch Dr. Ste F
Alexandria, AL 36250
Tel (256) 820-0481
1-800-325-TREE (8733)
FAX (256) 820-TREE (8733)



Hourly Rate Sheet for City of Covington, GA, for 2022

<u>Classification</u>	<u>S/T Rate</u>	<u>O/T Rate</u>
Foreman	\$38.37	\$55.25
Trimmer	\$34.01	\$48.97
Ground Person	\$28.20	\$40.61
Bucket Truck	\$25.30	\$25.30
Chipper Truck	\$13.72	\$13.72
Chipper	\$ 5.43	\$ 5.43

Affidavit Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with the City of Covington, Georgia, I Ernest E. Mills. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

X I am a United States citizen

OR

 I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

EE Mills

12/10/21

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

10th DAY OF December 20 21.

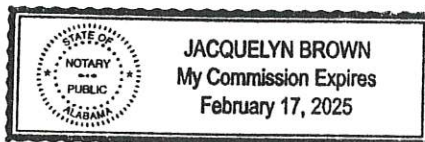
Printed Name:

Ernest E. Mills

*

Alien Registration number for non-citizens

Jacquelyn Brown
Notary Public
My commission Expires:



***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

CITY OF COVINGTON
NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of Alabama)

County of Calhoun)

Ernest E. Mills, being first duly sworn, deposes and says that:

(1) He is President (owner, partner officer, representative, or agent) of Burford's Tree, LLC, the Vendor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Covington or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

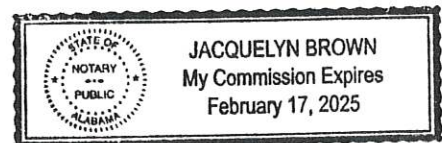
EE Mills
(Signed)

President
(Title)

Subscribed and Sworn to before me this 10th day of December, 20 21

Name Jacquelyn Brown
Title _____

Notary Public: My commission expires (Date)



Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of CITY OF COVINGTON has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

630942088

Federal Work Authorization User Identification Number

11/10/2006

Date of Authorization

Burford's Tree, LLC

Name of Contractor

Electric Right-of-way Clearing

Name of Project

City of Covington (GA)

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December, 10, 2021 in Alexandria (city), Alabama (state).

EE Mills

Signature of Authorized Officer or Agent

Ernest E. Mills - President

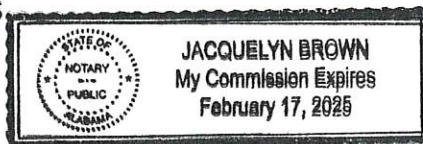
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE 10th DAY OF December, 2021.

Jacquelyn Brown

NOTARY PUBLIC



My Commission Expires: _____

BIDDER REFERENCE FORM

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar right-of-way clearing work within the last 24 months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Georgia Power Company

Contact Name: Scott Dawson

Contact Phone: 229-386-6702 Contact Email: stdawson@southernco.com

Date(s) of Services Rendered: 10/30/21 through 12/4/21

Brief Description of Specific Services Rendered: Side trim power lines for Georgia Power.

2. Company Name: Riviera Utilities

Contact Name: Josh Roberts

Contact Phone: 251-979-3063 Contact Email: jroberts@rivierautilities.com

Date(s) of Services Rendered: 6/1/20 through 3/26/21

Brief Description of Specific Services Rendered: Side trim power lines for Riviera Utilities.

3. Company Name: Duke Energy

Contact Name: Betsy Castro

Contact Phone: 407-415-5019 Contact Email: Betsy.Castro@duke-energy.com

Date(s) of Services Rendered: Current

Brief Description of Specific Services Rendered: Side trim power lines for Duke Energy.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

12/13/2021

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 Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place, Suite 1000 Philadelphia, PA 19103		Aon Risk Services Central, Inc. 4 Overlook Point Lincolnshire, IL 60069		CONTACT NAME: PHONE (A/C No, Ext): 215-255-2000 FAX (A/C No): E-MAIL ADDRESS:	
INSURED Burford's Tree, LLC 80 Spring Branch Dr., Suite F Alexandria, AL 36250				INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: XL Insurance America, Inc. INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 22322 24554	

COVERAGES

CERTIFICATE NUMBER: 2145096435

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> LOC <input type="checkbox"/> OTHER:			RGD300136004	8/1/2021	8/1/2022	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 \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$10,000 Medical			RAD943784004	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> N	N/A	RWD300135504 (AOS) RWR300135604 (AL)	8/1/2021	8/1/2022	<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 Covington
2194 Emory Street
Covington, Georgia 30014

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

Aon Risk Services Central, Inc.

80 Spring Branch Drive
Alexandria, Alabama 36250
Tel (256) 820-0481
1-800-325-TREE (8733)
FAX (256) 820-TREE (8733)



December 10, 2021

City of Covington Purchasing Department
Attn: Scott Cromer
2194 Emory Street NW
Covington, GA 30014

Mr. Cromer,

In response to your invitation to submit a proposal for Electric Right-of-way Clearing #2021-27, Burford's Tree, LLC is pleased to provide the attached quotation.

Below are changes to the terms and conditions, that we would like the opportunity to review, if we are chosen to perform the work requested.

1. Special T&C §III ¶12
 - Insert *"to the proportionate extent"* before *"caused by"* on line 3.
 - Change *"by reason of, or connected with"* to *"to the proportionate extent caused by Contractor's negligent performance of"* on line 6.
2. Special T&C §III ¶16
 - Change *"suffered through any cause whatsoever in the construction"* to *"to the proportionate extent caused by Contractor's negligent performance of the"* on line 5-6.
3. Exhibit A., Indemnification
 - Insert *"defend"* after *"indemnify"* on line 1.
 - Insert *"to the proportionate extent"* before *"arising from"* on line 3.

Sincerely,



Ernest E. Mills
President

110 W. Clark Street
Oxford, GA 30054
Phone 770-786-7004
Fax 770-786-2211
www.oxfordgeorgia.org



Incorporated December 23, 1839

Mayor David S. Eady
City Manager Bill Andrew
City Clerk/Treasurer Marcia Brooks

April 8, 2024

To: David Eady
Bill Andrew

From: Marcia Brooks

RE: Request to close Sinking Fund

This request is for authorization to close our United Bank Sinking Fund account and deposit the full balance into our Water/Sewer Capital Account. The balance as of February 29, 2024 was \$710,700.67.

The Sinking Fund was created at some time in the past when a GEFA loan was paid off. The City Council determined that the amount of the monthly payment should be placed in a reserve account. I am able to document activity in this account at least as far back as January 1, 2013. Given that this account serves the same purpose as the Water/Sewer Capital Account, I would like to eliminate one bank account and deposit all monthly payments going forward to the Water/Sewer Capital Account.

Approval Effective Date: _____

Authorized Signature: _____
David S. Eady, Mayor

Authorized Signature: _____
Bill Andrew, City Manager

**RESOLUTION TO ADOPT A
MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW
CONNECTIONS TO THE SEWERAGE COLLECTION AND TREATMENT
SYSTEM OF THE CITY OF OXFORD UNDER THE
MUNICIPAL CODE OF OXFORD, GEORGIA**

WHEREAS, the City Council of Oxford, Georgia ("City Council") under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of the City of Oxford to provide for and enact rules and regulations governing the use of utilities furnished by the City;

WHEREAS, the City of Oxford Charter empowers the City to regulate municipal utilities furnished by the City;

WHEREAS, the City Council exercised its authority to enact rules and regulations governing the use of utilities furnished by the City by adopting the "The Code of the City of Oxford, Georgia" ("City Code") on 10/02/2006;

WHEREAS, Chapter 36, Article I of the City Code provides for the promulgation of regulations governing the use of utilities furnished by the City;

WHEREAS, the City Council has reviewed the current state of the utilities provided by the City as applied to new connections to the sewerage collection and treatment system of the City of Oxford, Georgia;

WHEREAS, the City Council has determined that, in its current state, the sewerage collection and treatment system of the City of Oxford may not effectively service its future customers at its current flow;

WHEREAS, the City Council has partnered, or is seeking to partner with the Newton County Water and Sewerage Authority (NCWSA) for a sewage flow and capacity study of the Turkey Creek Basin, and Dried Indian Creek Basin, which together comprise the entirety of the Service Area of the City of Oxford, Georgia, to determine if the current collection system and wastewater treatment plant capacity is adequate to future needs;

WHEREAS, the City Council has determined that new connections to the sewerage collection and treatment system of the City of Oxford, Georgia would not be advisable until the NCWSA study is complete;

WHEREAS, the City Council has determined that it is in the best interests of the citizens of Oxford, Georgia for the adoption of appropriate policies to protect the sewerage collection and treatment system of Oxford, Georgia and to address potential issues caused by an increase in flow; and

WHEREAS, the City Council desires to briefly control and prohibit the approval of applications for new connections to the sewerage collection and treatment systems of the City of Oxford until such time as appropriate measures can be accomplished to accommodate new connections;

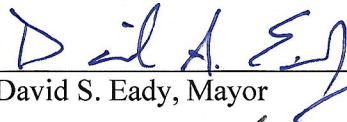
NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the City Council of Oxford, Georgia, and the following Resolution shall be and is hereby enacted, as follows:

Section 1: Enactment of a Moratorium on New Connections to the Sewerage Collection and Treatment System of Oxford, Georgia. The City Council hereby adopts, for a period of one hundred eighty (180) days beginning on the date of adoption of this Resolution, a moratorium on the receipt, acceptance, consideration and approval of any applications for new connections to the sewerage collection and treatment systems of the City of Oxford., and enacts and directs any and all applicable personnel and agencies of Oxford, Georgia to enforce a moratorium on the same.

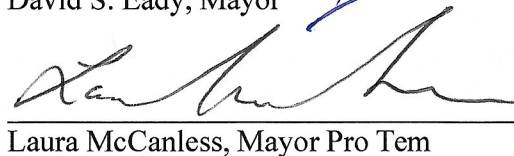
Section 2: Duration. The moratorium period shall commence on Tuesday, November 14, 2023 at 12:00 a.m. and shall terminate on Monday, May 13, 2024 at 11:59 p.m., unless further extended by the City Council.

Section 3: Impact on Other Development Ordinances. The provisions of this resolution shall not restrict or prohibit any other development of any real property except that specifically stated herein.

SO RESOLVED, this 13th day of November 2023.



David S. Eady, Mayor



Laura McCanless, Mayor Pro Tem

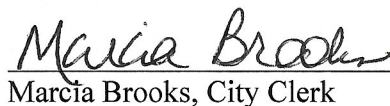


Erik Oliver, Councilmember

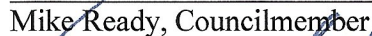


George Holt, Councilmember

ATTEST:



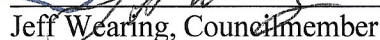
Marcia Brooks, City Clerk



Mike Ready, Councilmember



Jim Windham, Councilmember



Jeff Wearing, Councilmember



Memorandum

To: Mayor and City Council
From: Bill Andrew, City Manager
Date: April 12, 2024
RE: Recommendations for Sewer Moratorium

Background for the Catova Creek Line

It should be noted that 12-inch Catova Creek sewer line has a physical capacity of 640,00 gpd

+75,000 gallons per day (gpd) is the treatment capacity Oxford has in the Catova Creek line from the July 28, 1995 Agreement with Covington

-36,900 gpd is in use (approximately)

38,100 gpd is available (at best*)

-18,300 gpd is being purchased by Archer Aviation for Phase 1 (Phase 2 may add another 37,500 gpd)

19,800 gpd available

+18,000 gpd purchased from Covington

37,800 gpd available

Recommendation for the Catova Creek Line

Due to Archer holding off on the purchase of their entire need of 55,800 gpd, the recommendation of staff would be to lift the moratorium on the Catova Creek Line. It should be noted that discussions in 2022 brought up a possible need for the Phillips Property of 90,000 gpd for homes and 40,000 gpd for industrial. Covington had indicated 300,000, now 282,000 gpd was available for purchase at \$22.00 per gallon.

*The current sewer capacity/flow study should give us a solid idea of how much inflow and infiltration (I&I) is occurring. Inflow is the flow of precipitation into sanitary-sewer pipes through, for example, leaky manholes and gutter downspouts. Infiltration is the flow of groundwater into the same pipes through fractures, leaky joints, and other defects. Once we have a handle on the I&I, we will develop and plan on what works needs to be done and then design a corrective action plan.

Background for the Turkey Creek Line

It appears the City of Oxford has 135,000 gpd in the Turkey Creek Line, which discharges to the Newton County Water and Sewerage Authority (NCWSA) Yellow River plant near Porterdale.

Emory University has an additional 85,000 gpd in this line. The NCWSA would like to combine these two entities under one allocation to the City of Oxford.

The flow study is necessary to learn what the capacity of the line and pump stations are currently and what loads they are handling. The flow monitoring equipment was pulled the week of March 25th. The engineers will need a month to process the data before it is ready for review. The report is planned for release around June 1st. Once the report is complete, we will have a clear picture of the next steps regarding available capacity and the need to purchase additional capacity for the City and Emory.

Recommendation for the Turkey Creek Line

Due to the need for more information, staff would recommend we extend the sewer moratorium until July 1, as June 17th will be our Work Session and July 1st will be our Regular Meeting.