

# **REGULAR CITY COUNCIL MEETING**

## **MUNICIPAL MINUTES CITY OF TUPELO**

### **STATE OF MISSISSIPPI**

**AUGUST 20, 2024**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, August 20, 2024, at 6:00 p.m. with the following in attendance: Council Members Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Chad Mims joined the meeting by telephone. Robert Shamblin gave the invocation, and the Pledge of Allegiance was led by Council Member Gaston.

### **CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER**

Council Member Gaston moved, seconded by Council Member Beard, to approve the agenda and agenda order, as presented. The vote was unanimous in favor.

### **PUBLIC RECOGNITION**

Police Chief John Quaka recognized Ms. Katarina Melendez for Outstanding Service to the Community.  
APPENDIX A

### **COUNCIL REMARKS**

Council Member Palmer asked for all to be in prayer for former Mayor Jason Shelton's mother Judy Woods concerning the loss of her husband B. E. "Buck" Woods and her injuries sustained in an automobile accident.

Council Member Bryan asked for everyone to remember the family of former employee, Gladys Ruff, in her passing. He gave glowing remarks of Mrs. Ruff's service to the City of Tupelo.

Council Member Nettie Davis also commented on the passing of Mrs. Gladys Ruff. She thanked Rev. Robert Shamblin for all he does in the community. She also reminded everyone about Tupelo hosting the upcoming Omega Psi Phi fraternity state meeting and related events.

### **MAYOR'S REMARKS**

Mayor Todd Jordan congratulated Lucia Randle, DTMSA Director, for the successful Down on Main concert last weekend. During the upcoming weekend, 600 players will participate in tennis, baseball, softball, pickle ball and soccer tournaments. ARPA projects continue, and the final contracts will be approved on tonight's agenda. The Depot and the Ballard playground improvements continue to be developed.

### **IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING**

Ms. Sharon White for Yvonne McCary at 455 N Spring Street

<u>Parcel</u>	<u>Location</u>
113T0503100	1233 S VETERANS MEMORIAL BLVD
106A1400700	2838 EVANS CIR
077Q3610202	1415 BOGGAN DR
077P3501700	106 WASHINGTON AVE
077P3518700	2308 TORREY
077E2618300	2672 ARLINGTON DR
077C2501600	1507 TRACE AVE
101E0208300	2664 COLUMBINE PL
075E1600500	4516 VILLAGE CV
075E1600400	4514 VILLAGE CV
088J3302400	1210 KELLY ST
089F3030200	206 W DOZIER ST
089F3005000	517 W BARNES ST
089F3030600	222 W BARNES ST
101B0213000	418 LAKEVIEW DR
077P3500600	2411 DANNY ST
077E2600200	2208 HOLLY HILL DR
112A0410401	1013 WILSON ST
088A2800700	1792 ELVIS PRESLEY DR

**IN THE MATTER OF PUBLIC HEARING FOR DEVELOPMENT CODE AMENDMENT TO REQUIRE GARAGE OR CARPORT ON NEW SINGLE-FAMILY RESIDENTIAL CONSTRUCTION**

Two people appeared to speak for this public hearing:

Mr. Kenneth Estes  
Ms. Mary Ann Plasencia

**IN THE MATTER OF MINUTES OF AUGUST 6, 2024 MEETING**

Council Member Gaston moved, seconded by Council Member Palmer, to approve the minutes of the August 6, 2024 Regular Council meeting. The vote was unanimous in favor.

**IN THE MATTER OF BILL PAY**

Bills were reviewed at 4:30 p.m. by Council Members Beard, Davis, Gaston, and Bryan. Council Member Beard moved, seconded by Council Member Gaston, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX B

**IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS**

Council Member Gaston moved, seconded by Council Member Jones, to approve the advertising and promotional items, as presented. The vote was unanimous in favor. APPENDIX C

**IN THE MATTER OF BUDGET AMENDMENT #11 FOR FY 2024**

Council Member Beard moved, seconded by Council Member Gaston, to approve budget amendment #11 for FY 2024. The vote was unanimous in favor. APPENDIX D

**IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES JULY 8, 2024**

Council Member Palmer moved, seconded by Council Member Beard, to approve the minutes of the July 8, 2024 Major Thoroughfare Committee meeting. The vote was unanimous in favor. APPENDIX E

**IN THE MATTER OF PROPERTIES FOR LOT MOWING**

Council Member Beard moved, seconded by Council Member Jones, to adjudicate the properties on the final lot mowing list as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve cleaning in accordance with Mississippi Code Annotated Sec. 21-19-11. The vote was unanimous in favor. APPENDIX F

**IN THE MATTER OF LIENS FOR UNPAID LOT MOWING INVOICES**

Council Member Gaston moved, seconded by Council Member Palmer, to approve a Resolution Adjudicating Cost and Assessing Lien Against Real Property associated with property cleanups under Miss. Code Ann. 21-19-11(1972 as amended) for the following properties:

<u>ADDRESS</u>	<u>PARCEL</u>
Briar Ridge Road	112F-04-020-00
527 West Barnes St	089F-30-054-00
205 Bowen / Stephen D. Lee	077Q-36-025-00
120 Lawndale	077R-36-124-00
5498-5546 West Main St	103C-05-024-00
571 N Church St	089F-30-125-00
4663 Sunningdale Dr	075E-16-086-00

The vote was unanimous in favor. APPENDIX G

**IN THE MATTER OF APPROVAL OF 2024 NMNU INTERLOCAL COOPERATIVE AGREEMENT**

Council Member Gaston made the motion to approve entering into the 2024 North Mississippi Narcotics Unit Interlocal Cooperative Agreement with the Cities and Towns of Amory, Booneville, Fulton, Okolona, Saltillo, Houston and Baldwin and the Counties of Chickasaw, Itawamba, Lee, Monroe, Prentiss for the purpose of continuing unified local enforcement of the Uniform Controlled Substances Act. The motion was seconded by Council Member Bryan. The vote was unanimous in favor. APPENDIX H

**IN THE MATTER OF ACCEPTING BID #2024-044PD - 2 CHEVROLET SILVERADO TRUCKS**

Council Member Bryan moved, seconded by Council Member Palmer, to table this item. The vote was unanimous in favor.

**IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD MINUTES FOR MAY 2024**

Council Member Beard moved, seconded by Council Member Jones, to approve the minutes of the Tupelo Park and Recreation Advisory board from May 9, 2024. The vote was unanimous in favor.  
APPENDIX I

**IN THE MATTER OF ACCEPTANCE OF DONATION OF FUNDS FROM THE TUPELO SPORTS COUNCIL**

Council Member Palmer moved, seconded by Council Member Jones, to accept the donation of \$5,530.00 to be used for the purchase of four stationary bikes and a laptop to be used at swim meets at the Tupelo Aquatic Center from the Tupelo Sports Council. The vote was unanimous in favor.  
APPENDIX J

**IN THE MATTER OF BID # 2024-005PW - WEST BRISTOW STREET IMPROVEMENTS**

The City advertised and accepted bids for Bid # 2024-005PW – West Bristow Street Improvements. Five bids were received with the lowest and best bid being from Hodges Construction, Inc. in the amount of \$1,184,564.88. Council Member Gaston moved, seconded by Council Member Bryan to find the bid commercially reasonable, and to award the bid to Hodges Construction, Inc. in the amount of \$1,184,564.88. The vote was unanimous in favor. APPENDIX K

**IN THE MATTER OF CONTRACT APPROVAL ARPA Bid # 2024-039PW - CHICKASAW TRAIL DRAINAGE IMPROVEMENTS**

Council Member Beard moved, seconded by Council Member Jones, to approve the contract with Townes Construction for ARPA Bid # 2024-039PW in the amount of \$390,009.00. This bid was awarded on August 6, 2024. The vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF CONTRACT APPROVAL ARPA Bid # 2024-041PW - HAVEN ACRES DRAINAGE IMPROVEMENTS**

Council Member Palmer moved, seconded by Council Member Jones, to approve the contract with Townes Construction for ARPA Bid # 2024-039PW in the amount of \$903,270.50. This bid was awarded on August 6, 2024. The vote was unanimous in favor. APPENDIX M

**IN THE MATTER OF CVB BOARD MINUTES AUGUST 6, 2024**

Council Member Gaston moved, seconded by Council Member Bryan, to accept the minutes of the Convention and Visitors Bureau of August 6, 2024. The vote was unanimous in favor. APPENDIX N

**IN THE MATTER OF APPROVAL OF AN ORDINANCE AMENDING THE TUPELO WATER & LIGHT DEPARTMENT'S ELECTRIC RATES**

Council Member Palmer moved, seconded by Council Member Bryan, to approve the 'Amendment to Ordinance Adopted July 1, 1997, and Amended September 19, 2006, March 4, 2008, March 8, 2011, October 21, 2011, September 17, 2013, September 2, 2014, October 1, 2015, October 1, 2016, October 1, 2018, October 1, 2022, October 1, 2023, and October 1, 2024 Prescribing and Fixing Rates for Electric Power Furnished to Consumers of the City of Tupelo, Mississippi'. This requested increase results in a 2% overall bill impact and will be effective October 1, 2024. The vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF CONTRACT APPROVAL WITH TENNESSEE VALLEY AUTHORITY (TVA) FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS**

Council Member Beard moved, seconded by Council Member Bryan, to approve a contract with Tennessee Valley Authority (TVA) for the installation of electric vehicle charging stations. These EVS will be located at the Convention and Visitors Bureau. The vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF APPROVAL OF CONTRACT FOR ARPA BID # 2024-036WL - SOUTHWEST PUMP STATION SEWER LINE**

Council Member Gaston moved, seconded by Council Member Palmer, to approve a contract with L & M Contracts, LLC for ARPA Bid # 2024-036WL – Southwest Pump Station Sewer Line in the amount of \$ 1,117,977.05. This bid was awarded at the July 16, 2024 Council meeting. The vote was unanimous in favor. APPENDIX Q

**IN THE MATTER OF APPROVAL OF CONTRACT FOR ARPA BID # 2024-045WL - TWL LIFT STATION REPLACEMENT FOR CLIFF GOOKIN #1 AND #2 AND MID-SOUTH**

Council Member Beard moved, seconded by Council Member Bryan, to approve a contract with Eubank Construction Company for ARPA Bid # 2024-045WL – TWL Lift Station Replacement for Cliff Gookin #1 and #2 and Mid-South in the amount of \$1,560,000.00. This bid was awarded at the August 6, 2024 Council meeting. The vote was unanimous in favor. APPENDIX R

**IN THE MATTER OF APPROVAL OF CONTRACT FOR ARPA BID # 2024-046WL - TWL VERONA LS/GSL AND FEEMSTER LAKE GSL REPLACEMENT**

Council Member Beard moved, seconded by Council Member Bryan, to approve a contract with Eubank Construction Company for ARPA Bid # 2024-046WL – TWL Verona LS/GSL and Feemster Lake GSL Replacement in the amount of \$903,300.00. This bid was awarded at the August 6, 2024 Council meeting. The vote was unanimous in favor. APPENDIX S

**IN THE MATTER OF APPROVAL OF CHANGE ORDER FOR BID # 2022-020PW - SIDEWALK CONNECTIVITY AT EXISTING RAILROAD CROSSINGS (FEDERAL AID PROJECT NO. STP-0430-00(021)LPA / 107362 -70100)**

Council Member Beard moved, seconded by Council Member Bryan, to approve change order #2 and final summary for Bid # 2022-020PW – Sidewalk Connectivity at Existing Railroad Crossings (Federal Aid Project No. STP-0430-00(021)LPA/107362-70100). The change order is an increase of \$33,001.56 making the total contract \$479,135.86. The vote was unanimous in favor. APPENDIX T

**IN THE MATTER OF THE APPROVAL OF THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN TUPELO PUBLIC SCHOOL DISTRICT AND TUPELO POLICE DEPARTMENT REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM 2024**

Council Member Bryan moved, seconded by Council Member Palmer, moved to approve the ‘Amended and Restated Memorandum of Understanding Between Tupelo Public School District and Tupelo Police Department Regarding the School Resource Officer Program 2024. The vote was unanimous in favor. APPENDIX U

**IN THE MATTER OF ORDER REGARDING LOCATION OF GUMTREE PARK PAVILION AND RESTROOMS** (This item was vetoed by Mayor Todd Jordan on 9-2-24 and is APPENDIX X)

Council Member Jones moved, seconded by Council Member Beard, to approve Option #2 regarding the location of the Gumtree Park pavilion and restrooms. The vote was, as follows:

AYE

Buddy Palmer  
Nettie Davis  
Travis Beard  
Rosie Jones

NAY

Janet Gaston  
Lynn Bryan  
Chad Mims

The motion passed. APPENDIX V

Council Member Chad Mims left the meeting.

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01**

This item was left on the table.

**IN THE MATTER OF AN AMENDMENT TO DEVELOPMENT CODE CHAPTERS 2, 6, 8 AND 12 CONCERNING THE ADDITIONAL REQUIREMENTS THAT ALL NEW SINGLE-FAMILY HOMES SHALL HAVE CONSTRUCTED A GARAGE OR CARPORT AND THAT ALL APPLICATIONS FOR THE CONSTRUCTION OF SINGLE-FAMILY HOMES BE ACCOMPANIED BY COMPLETE SITE PLANS**

This item was unanimously moved up to the Active Agenda.

**EXECUTIVE SESSION**

Council Member Jones moved, seconded by Council Member Beard, to determine the need for an executive session. Attorney Ben Logan said the session is for the purchase of property under Miss. Code Anno. 25-41-7(g) (1972 as amended). The vote was unanimous in favor at 6:47 p.m.

Council Member Jones moved, seconded by Council Member Beard, to close the regular session and enter executive session for discussion of the purchase of property under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor.

After discussion in executive session, Council Member Palmer moved, seconded by Council Member Beard to return to the regular meeting at 6:51 p.m. The vote was unanimous in favor.

**IN THE MATTER OF AN ORDER TO AUTHORIZE A LAND EXCHANGE BETWEEN THE CITY OF TUPELO AND SARATOGA ENTERPRISES, INC. OF TWO PARCELS OF REAL PROPERTY LOCATED IN THE VICINITY OF NORTH COMMERCE STREET**

Council Member Jones moved, seconded by Council Member Beard, to approve the order to 'Authorize a Land Exchange Between the city of Tupelo and Saratoga Enterprises, Inc. of Two Parcels of Real Property Located in the Vicinity of North Commerce Street. Of those present, the vote was unanimous in favor. APPENDIX W

**ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Gaston moved, seconded by Council Member Jones, to adjourn the meeting. The vote was unanimous in favor.

This the 20<sup>th</sup> day of August, 2024, at 6:53 p.m.

  
\_\_\_\_\_  
Nettie Davis, Council President

ATTEST:

  
\_\_\_\_\_  
Missy Shelton, Council Clerk

APPROVED  
  
\_\_\_\_\_  
Todd Jordan, Mayor

9-4-2024  
\_\_\_\_\_  
Date



## TUPELO POLICE DEPARTMENT

400 N. Front Street, Tupelo, MS 38801 • Office 662-841-6498 • Fax 662-841-6555

On behalf of the Tupelo Police Department and Chief John Quaka, we would like to express our sincere appreciation for the exemplary conduct and commendable actions on July 29, 2024, by Ms. Katerina Melendez. Ms. Melendez's quick and compassionate response to assist an unknown male in need truly stands out as a testament to her character and professionalism.

On the aforementioned date, Ms. Melendez demonstrated exceptional presence of mind and kindness when she noticed an individual in great distress arrive at her place of employment. Ms. Melendez showed her willingness to swiftly step in and provide aid; which highlighted her genuine concern for the well-being of others.

It is actions like Melendez's that significantly foster a sense of community with others. Melendez's readiness to go above and beyond your duties reflects highly on her personal values and the positive impact she has on those around her.

Again, we would like to thank you for setting such a high standard of service. We are proud to have you as part of our community and appreciate the positive difference such actions, like the ones made on this particular date, make each day.

Please accept this letter as a small token of our gratitude for your outstanding service and heroism.



**CHECK INFORMATION FOR COUNCIL MEETING**  
**August 20, 2024**

<b>FUND</b>	<b>CHECK NUMBERS</b>
<b>POOL CASH EFT TWL ADJUSTMENTS</b>	<b>ID-427758-427772; 427773-428079 50003012-50003049</b>

**ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET**

**INVOICES AS SHOWN ON FACE OF DOCKET**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO  
**DATE:** August 20, 2024  
**SUBJECT:** IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

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**Request:**

Proposed item for approval is for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

**ITEMS:**

Various Bands Entertainers \$1,000.00 Live music for the Haven Acres Community  
Celebration (September 7, 2024)

**City of Tupelo**  
**Fy 2024 Budget Revision #11**

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2024 Budget as follows:

	Original Budget	Amendment	Amended Budget
<b>General Fund Revenues</b>			
Local Taxes	8,718,760		8,718,760
Licenses & Permits	1,125,000		1,125,000
Intergovernmental Revenues	38,231,044		38,231,044
Charges for Services	698,000		698,000
Fines & Forfeits	647,227		647,227
Interest Income & Misc. Revenues	1,402,747	5,530	1,408,277
Other Financing Resources	224,209		224,209
Unreserved Fund Balance	4,005,616	-	4,005,616
<b>Total General Fund Revenues</b>	<b>55,052,603</b>	<b>5,530</b>	<b>55,058,133</b>

Purpose: To budget for a donation of \$5,530 to purchase equipment for the Aquatics Facility.

**Expenditures:**

**City Council**

Personnel	310,772		310,772
Supplies	6,000		6,000
Other Services & Charges	196,250		196,250
Capital	-	-	-
<b>Total City Council</b>	<b>513,022</b>	<b>-</b>	<b>513,022</b>

Purpose:

**Executive Dept.**

Personnel	1,151,489		1,151,489
Supplies	23,500		23,500
Other Services & Charges	289,850		289,850
Capital	-	-	-
<b>Total Executive Dept.</b>	<b>1,464,839</b>	<b>-</b>	<b>1,464,839</b>

Purpose:

**City Court**

Personnel	1,000,016		1,000,016
Supplies	32,300		32,300
Other Services & Charges	107,342		107,342
Capital	-	-	-
<b>Total City Court</b>	<b>1,139,658</b>	<b>-</b>	<b>1,139,658</b>

Purpose:

	Original Budget	Amendment	Amended Budget
<b><u>Finance Department</u></b>			
Personnel	891,767		891,767
Supplies	31,600		31,600
Other Services & Charges	624,325		624,325
Capital	326,400	-	326,400
<b>Total Finance Department</b>	<b><u>1,874,092</u></b>	<b>-</b>	<b><u>1,874,092</u></b>

Purpose:

<b><u>Human Resources</u></b>			
Personnel	349,868		349,868
Supplies	4,100		4,100
Other Services & Charges	131,400		131,400
Capital	-	-	-
<b>Total Human Resources</b>	<b><u>485,368</u></b>	<b>-</b>	<b><u>485,368</u></b>

Purpose:

<b><u>Development Services</u></b>			
Personnel	1,435,505		1,435,505
Supplies	37,172		37,172
Other Services & Charges	240,960		240,960
Capital	-	-	-
<b>Total Development Services</b>	<b><u>1,713,637</u></b>	<b>-</b>	<b><u>1,713,637</u></b>

Purpose:

<b><u>Police Dept</u></b>			
Personnel	10,029,989		10,029,989
Supplies	783,486		783,486
Other Services & Charges	2,335,455		2,335,455
Capital	505,827	-	505,827
<b>Total Police Dept.</b>	<b><u>13,654,757</u></b>	<b>-</b>	<b><u>13,654,757</u></b>

Purpose:

<b><u>Fire Dept</u></b>			
Personnel	7,233,609		7,233,609
Supplies	415,288		415,288
Other Services & Charges	375,286	25,500	400,786
Capital	-	-	-
<b>Total Fire Dept.</b>	<b><u>8,024,183</u></b>	<b><u>25,500</u></b>	<b><u>8,049,683</u></b>

Purpose: To fund unexpected maintenance needs.

	Original Budget	Amendment	Amended Budget
<b>Public Works</b>			
Personnel	3,339,911		3,339,911
Supplies	406,100		406,100
Other Services & Charges	2,375,258		2,375,258
Capital	17,000	-	17,000
<b>Total Public Works</b>	<b>6,138,269</b>	<b>-</b>	<b>6,138,269</b>
Purpose:			
<b>Parks &amp; Recreation</b>			
Personnel	2,373,364		2,373,364
Supplies	466,385		466,385
Other Services & Charges	1,269,433		1,269,433
Capital	31,659	-	31,659
<b>Total Parks &amp; Rec</b>	<b>4,140,841</b>	<b>-</b>	<b>4,140,841</b>
Purpose:			
<b>Aquatics Facility</b>			
Personnel	487,227		487,227
Supplies	103,500		103,500
Other Services & Charges	512,000		512,000
Capital	12,000	5,530	17,530
<b>Total Aquatics Facility</b>	<b>1,114,727</b>	<b>5,530</b>	<b>1,120,257</b>
Purpose: To budget for equipment to be purchased with donated funds.			
<b>Museum</b>			
Personnel	149,110		149,110
Supplies	9,000		9,000
Other Services & Charges	37,600		37,600
Capital	4,000	-	4,000
<b>Total Museum</b>	<b>199,710</b>	<b>-</b>	<b>199,710</b>
Purpose:			
<b>Community Services</b>	<b>1,343,100</b>	<b>-</b>	<b>1,343,100</b>
Purpose:			
<b>Debt Service</b>	<b>325,480</b>	<b>-</b>	<b>325,480</b>
Purpose:			
<b>Other Financing Uses</b>	<b>12,895,420</b>	<b>-</b>	<b>12,895,420</b>
Purpose:			
<b>Reserves</b>	<b>25,500</b>	<b>(25,500)</b>	<b>-</b>
<b>Total General Fund Expenditures</b>	<b>55,052,603</b>	<b>5,530</b>	<b>55,058,133</b>

	Original Budget	Amendment	Amended Budget
<b>Fund #327</b>			
<b>Tupelo Capital &amp; Infrastructure Fund</b>			
<b>Revenues</b>			
Grants	1,229,350		1,229,350
Transfer from Other Funds	10,243,835	463,000	10,706,835
State Funds	500,000		500,000
Miscellaneous Income	42,228		42,228
Bond Proceeds	14,658,590	525,000	15,183,590
Unreserved Fund Balance	<u>14,948,444</u>	-	<u>14,948,444</u>
<b>Total Revenues</b>	<b><u>41,622,447</u></b>	<b><u>988,000</u></b>	<b><u>42,610,447</u></b>
<b>Expenditures</b>			
<b>Other Services &amp; Charges</b>			
Maintenance Projects	591,275		591,275
Street Overlay	7,181,280		7,181,280
Neighborhood Revitalization	971,405		971,405
Traffic Calming	141,030		141,030
Contingies/Grant Matches	40,000	-	40,000
<b>Total Other Services &amp; Charges</b>	<b><u>8,924,990</u></b>	<b>-</b>	<b><u>8,924,990</u></b>
<b>Capital</b>			
Infrastructure Improvements	11,376,629	525,000	11,901,629
Purchase of Property	61,918		61,918
Equipment	1,312,425		1,312,425
Building Improvements	8,251,398	463,000	8,714,398
Park Improvements	7,660,693		7,660,693
Vehicles	577,484		577,484
Police Vehicles/Equipment	768,996		768,996
Fire Equipment/Trucks	2,414,324		2,414,324
Contingencies(Grant Matches)	-	-	-
<b>Total Capital</b>	<b><u>32,423,867</u></b>	<b><u>988,000</u></b>	<b><u>33,411,867</u></b>
<b>Debt Expenditures</b>	<b><u>273,590</u></b>	<b>-</b>	<b><u>273,590</u></b>
<b>Total Expenditures</b>	<b><u>41,622,447</u></b>	<b><u>988,000</u></b>	<b><u>42,610,447</u></b>

**Purpose:** To increase the budget for projects for the aquatics facility to be funded through a transfer from CVB (\$463,000), which includes sound panels to greatly improve the acoustics and needed improvements to the E.P. Pool.  
To increase the budget for the West Bristow Street Project (\$525,000).

	Original Budget	Amendment	Amended Budget
<b>Fund 102</b>			
<b>Convention &amp; Visitors Bureau</b>			
<b>Revenues</b>			
Intergovernmental Revenue	5,941,848		5,941,848
Federal Grants	-		-
Interest & Miscellaneous Income	81,096		81,096
Unreserved Fund Balance	-		-
<b>Total Revenues</b>	<b><u>6,022,944</u></b>	<b><u>-</u></b>	<b><u>6,022,944</u></b>
<b>Expenditures</b>			
Personnel Services	974,070		974,070
Supplies	19,500		19,500
Other Services & Charges	3,614,252	(463,000)	3,151,252
Capital Outlay	62,500		62,500
Other Financing Uses	<u>1,352,622</u>	<u>463,000</u>	<u>1,815,622</u>
<b>Total Expenditures</b>	<b><u>6,022,944</u></b>	<b><u>-</u></b>	<b><u>6,022,944</u></b>
<b>Purpose</b>	To budget for the CVB Board approved projects for the aquatics facility.		

Voting

Councilman Chad Mims  
 Councilman Lynn Bryan  
 Councilman Travis Beard  
 Councilman Nettie Davis  
 Councilman Buddy Palmer  
 Councilman Janet Gaston  
 Councilman Rosie Jones

Aye  
Aye  
Aye  
Aye  
Aye  
Aye  
Aye

Approved:

Nettie Davis  
 President of the Council  
 City of Tupelo

Attest:

Missy Shelton  
 Clerk of the Council

John D. Jones  
 Mayor  
 City of Tupelo

Attest:

Kim Hanna  
 City Clerk





## Tupelo Major Thoroughfare Program Minutes

**Date:** 07/08/2024 **Time:** 4:32 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:03 PM

**ROLL CALL:** Jennifer Roberson

### In Attendance

#### MAJOR THOROUGHFARE MEMBERS PRESENT:

Terry Bullard    George Jones    Jon Milstead    Dan Rupert    C W Jackson    David Rumbarger  
 Stuart Johnson    Greg Pirkle    Bill Cleveland    Ernie Joyner    Charlotte Loden

#### MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Danny Riley    Drew Robertson    Ted Roach    Robert Traylor    Raphael Henry    Robin Haire

#### OTHERS PRESENT:

Dennis Bonds    Jennifer Roberson    Kim Hanna    Johnny Timmons    John White

### Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the June 10, 2024 Major Thoroughfare Program regular meeting. The following correction(s) were made: Stuart Johnson, who was previously listed as Not Present for the June 10<sup>th</sup> meeting, was corrected and changed to Present. With that correction made, Dan Rupert made a motion to accept the minutes. Bill Cleveland seconded the motion.

Minutes were approved unanimously by Committee.

### Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending June 30, 2024. Beginning Cash Balance was \$8,719,722. Total Revenue from Interest Earned was \$135,969. Total Expenditures for June was \$364,983. Payments included \$9,648 for Personnel Cost and \$355,334 for West Jackson – Madison to Front St. Ending Cash Balance for Phase VII is \$8,490,708.

## Current Projects

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Dennis Bonds reviewed updates on the current projects

- Maintenance Work
  - Falcon has begun Mill & Overlay work.
  - Currently on the local roads, will catch the MTP Roads very soon.
- Jackson Street (Madison to Front)
  - Underground Utility work is going on.
- New Road (Gloster to Northern Loop)
  - Working through the final alignment and R.O.W. width questions with property owners.
  - All owners are agreeable to donate needed R.O.W.
- Elizabeth Street (Main to Green)
  - For any widening to be done, there will have to be connections at the RR Crossing.

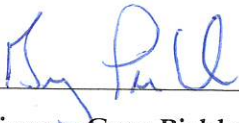
## Open Discussion

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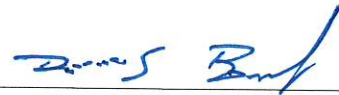
There was discussion of the New Road (Gloster to Northern Loop) Dennis Bonds stated that all the property owners had been contacted and seemed agreeable to donate R.O.W. He said he would get with legal to get the R.O.W. Donation Easements drawn up for signatures.

Dennis Bonds talked about the Elizabeth Street project and about contacting the Railroad at the right time to let them know about the project.

With no further business to discuss, the meeting was adjourned.



Chairman Greg Pirkle



Recorded by Brent Spears

Submitted by Dennis Bonds

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 47548	113T0503100	1233 S VETERANS MEMORIAL BLVD	TT & D INC	P O BOX 867	TUPELO, MS 38802	JLB
2. 47553	106A1400700	2838 EVANS CIR	BUGGS DARRIN L	103 ROAD 9	HOULKA, MS 38850	RS
3. 47559	077Q3610202	1415 BOGGAN DR	RANGEL ZAUL ALEJANDRO & ALEJANDRO RANGEL	1018 CHICKASAW TRL	TUPELO, MS 38801	TP
4. 47573	077P3501700	106 WASHINGTON AVE	TMC LLC	210 EAST MAIN STREET	TUPELO, MS 38804	RS
5. 47575	077P3518700	2308 TORREY	JENKINS TOMMY & KAREN	2308 TORREY ST	TUPELO, MS 38801	RS
6. 47576	077E2618300	2672 ARLINGTON DR	GENE TAYLOR CONSTRUCTION CO INC	5989 PURNELL RD	BELDEN, MS 38826	EG 19
7. 47619	077C2501600	1507 TRACE AVE	WEBB DEAN & HANKINS JENNIFER	1104 COUNTY ROAD 811	SALTILLO, MS 38866	EG
8. 47632	101E0208300	2664 COLUMBINE PL	PARKER CHRISTOPHER BRYAN	2664 COLUMBINE PLACE	TUPELO, MS 38801	DS
9. 47646	075E1600500	4516 VILLAGE CV	JTM LLC	210 EAST MAIN ST	TUPELO, MS 38804	SB
10. 47647	075E1600400	4514 VILLAGE CV	JTM LLC	210 EAST MAIN ST	TUPELO, MS 38804	SB
11. 47651	088J3302400	1210 KELLY ST	SANDERS SHEILA	2512 SOUTH GLOSTER	TUPELO, MS 38801	BM

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
12 47656	089F3030200	206 W DOZIER ST	COLE JOANNE M	877 ELVIS PRESLEY DR	TUPELO, MS 38804	TP
13 47661	089F3005000	517 W BARNES ST	FANT MICHAEL LLC	P O BOX 451	3758 FAIROAKS DRIVE	TP
14 47671	089F3030600	222 W BARNES ST	DOUGLAS ROMAN	901 MERCER STREET	TUPELO, MS 38804	TP
15 47674	101B0213000	418 LAKEVIEW DR	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	RS
16 47677	077P3500600	2411 DANNY ST	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	RS
17 47684	077E2600200	2208 HOLLY HILL DR	KOTLYAROV EDUARD & JESSICA MARIE	2208 HOLLY HILL DRIVE	TUPELO, MS 38801	EG
18 47697	112A0410401	1013 WILSON ST	CHARLINE BISHOP REVOCABLE TRUST	103 HIGH FOREST LANE	TUPELO, MS 38801	BM 20
19 47700	088A2800700	1792 ELVIS PRESLEY DR	HERNANDEZ CYNTHIA & FERNANDO	929 BEECH AVE	CHULA VISTA, CA 91911	BM
20						
21						
22						
23						



# AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE:** August 20, 2024

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE LIENS FOR UNPAID LOT MOWING INVOICES TN

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**Request:**

Review and approve the following liens for unpaid lot mowing invoices:

ADDRESS	PARCEL	LIEN AMOUNT
Briar Ridge Road	112F-04-020-00	\$375.00
527 West Barnes St.	089F-30-054-00	\$300.00
205 Bowen / Stephen D. Lee	077Q-36-025-00	\$300.00
120 Lawndale	077R-36-124-00	\$700.00
5498-5546 West Main St.	103C-05-024-00	\$750.00
571 North Church St.	089F-30-125-00	\$375.00
4663 Sunningdale Drive	075E-16-086-00	\$300.00

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 47475**

**NOAH'S PROPERTIES, LLC**

**OWNER**

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER  
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **NOAH'S PROPERTIES, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: NOAH'S PROPERTIES, LLC  
Address of Owner: 1770 BIRMINGHAM RIDGE ROAD  
SALTILLO, MS 38866  
Parcel Number: 112F-04-020-00  
Address of Violation: BRIAR RIDGE ROAD

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/06/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **08/20/2024**, adjudicated the actual cost of lot mowing to be **\$375.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of August, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: Nettie Davis  
NETTIE DAVIS, Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan  
TODD JORDAN, Mayor

8-21-2024  
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 47535

JOHN W. DENTON, ET AL

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER  
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **JOHN W. DENTON, ET AL** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner: JOHN W. DENTON, ET AL  
Address of Owner: 5522 WEST MAIN STREET  
TUPELO, MS 38801  
Parcel Number: 103C-05-024-00  
Address of Violation: 5498-5546 WEST MAIN STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/06/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **08/20/2024**, adjudicated the actual cost of lot mowing to be **\$750.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).



WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of August, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: Nettie Davis  
NETTIE DAVIS, Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan  
TODD JORDAN, Mayor

8-21-2024  
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 47490**

**MEREDITH MARTIN**

**OWNER**

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER  
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **MEREDITH MARTIN** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner:           MEREDITH MARTIN  
Address of Owner:        627 SOUTH CHURCH ST.  
  TUPELO, MS 38804  
Parcel Number:         089F-30-125-00  
Address of Violation:    571 NORTH CHURCH ST.

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/06/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **08/20/2024**, adjudicated the actual cost of lot mowing to be **\$375.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of August, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: *Nettie Davis*  
NETTIE DAVIS, Council President

ATTEST:

*Missy Shelton*  
MISSY SHELTON, Clerk of the Council

APPROVED:

*Todd Jordan*  
TODD JORDAN, Mayor

8-21-2024  
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 47513**

**JAMES H. AND MARY N. HARRIS**

**OWNER**

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER  
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **JAMES H. AND MARY N. HARRIS** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: JAMES H. AND MARY N. HARRIS

Address of Owner: C/O JOAN HARRIS SMITH  
2405 CRESTWOOD DRIVE  
TUPELO, MS 38801

Parcel Number: 077Q-36-025-00

Address of Violation: 205 BOWEN / STEPHEN D. LEE STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/06/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **08/20/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of August, 2024.

CITY OF TUPELO, MISSISSIPPI

BY:   
NETTIE DAVIS, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN., Mayor

8-21-2024  
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 47512**

**BENNETT HILLS, INC.**

**OWNER**

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER  
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **BENNETT HILLS, INC.** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner: BENNETT HILLS, INC.  
Address of Owner: PO BOX 3786  
MERIDIAN, MS 39303-3786  
Parcel Number: 089F-30-054-00  
Address of Violation: 527 WEST BARNES STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/06/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **08/20/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of August, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: Nettie Davis  
NETTIE DAVIS, Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:  
Todd Jordan  
TODD JORDAN, Mayor

8-21-2024  
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 47365**

**STEVEN AND JULIA BRISTER**

**OWNER**

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER  
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **STEVEN AND JULIA BRISTER** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner: STEVEN AND JULIA BRISTER

Address of Owner: 2650 NORTHPLACE  
BELDEN, MS 38826

Parcel Number: 075E-16-086-00

Address of Violation: 4663 SUNNINGDALE DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **07/16/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **08/20/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972), as amended, an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).



WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of August, 2024.


CITY OF TUPELO, MISSISSIPPI

BY:   
NETTIE DAVIS, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN., Mayor

8-21-2024  
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 47529**

**JIMMIE & LUCILLE S. BRATTON**

**OWNER**

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER  
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **JIMMIE & LUCILLE S. BRATTON** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: JIMMIE & LUCILLE S. BRATTON  
Address of Owner: 3995 NORTH GLOSTER ST.  
SALTILLO, MS 38866  
Parcel Number: 077R-36-124-00  
Address of Violation: 120 LAWNDALE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/06/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more. ,

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **08/20/2024**, adjudicated the actual cost of lot mowing to be **\$700.00**. This amount is assessed as a lien on the real property described above.


5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of August, 2024.

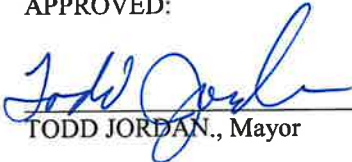
CITY OF TUPELO, MISSISSIPPI

BY:   
NETTIE DAVIS, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN., Mayor

8-21-2024  
Date

# NORTH MISSISSIPPI NARCOTICS UNIT



## INTERLOCAL AGREEMENT 2024

**INTERLOCAL AGREEMENT**

**THIS AGREEMENT** shall be known as the 2024 North Mississippi Narcotics Unit Interlocal Cooperative Agreement ("Agreement"), and is entered into by and between the Governing Authorities of the Cities and Towns of Tupelo, Saltillo, Booneville, Baldwin, Fulton, Amory, Okolona, and Houston and the Counties of Lee, Prentiss, Itawamba, Monroe, and Chickasaw, in accordance with the provisions of the Interlocal Cooperation Act of 1974 (Miss. Code Ann. § 17-13-1 *et seq.*), and in furtherance thereof find the following:

**WITNESSETH**

**WHEREAS**, the Governing Authorities of the Cities of Tupelo, Saltillo, Booneville, Baldwin, Fulton, Amory, Okolona, and Houston are duly elected governing bodies of said Cities and have the duty and authority by law to adequately fund the operation of their respective police departments, pursuant to Section 21-21-3 Mississippi Code of 1972 (as amended) for the enforcement of the criminal laws of the State of Mississippi to include the terms of the Uniform Controlled Substances Law; and

**WHEREAS**, the Boards of Supervisors of the Counties of Lee, Prentiss, Itawamba, Monroe, and Chickasaw are the duly elected governing bodies of said Counties and have the duty and authority by law to adequately fund the operation of the offices of Sheriff, pursuant to Section 19-25-13, Mississippi Code of 1972 (as amended) for the enforcement of the criminal laws of the State of Mississippi to include the Uniform Controlled Substances Law; and

**WHEREAS**, all of the above parties find and declare that violations of the controlled substances law within these Cities/Counties constitute a significant portion of

all criminal violations committed within said Cities and Counties; and that coordinated law enforcement by the parties as an exercise of their police powers, and their duty to protect the public from criminal activity would effectively reduce these violations, particularly those of unlawful sale, manufacture, and distribution of controlled substances; and

**WHEREAS**, the above parties find and declare that a joint effort of City/County and State law enforcement agencies within said Cities/Counties to enforce the criminal laws of the State of Mississippi regarding controlled substances would provide the maximum effectiveness and efficiency in the enforcement of such laws while incurring the least cost to taxpayers; and

**WHEREAS**, the parties hereto find and declare that the joint effort authorized by this Agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage, and hereby provide a vital service to these communities; and

**WHEREAS**, the parties hereby state their beliefs that such an efficient, coordinated law enforcement effort may best be accomplished through a formal agreement pursuant to the authority of the "Interlocal Cooperation Act of 1974", Sections 17-13-1 through 17-13-11, of the Mississippi Code Annotated of 1972 (as amended), which requires approval by the Attorney General of the State of Mississippi.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority of Sections 17-13-1, *et seq.*, Mississippi Code of 1972 (as amended), the Governing Authorities of the Cities of Tupelo, Saltillo, Booneville, Baldwin, Fulton, Amory, Okolona, and Houston

(hereinafter referred to as "Cities"), and the Boards of Supervisors of the Counties of Lee, Prentiss, Itawamba, Monroe, and Chickasaw, (hereinafter referred to as "Counties") hereby agree as follows:

1. This agreement shall become effective upon its adoption by the governing authorities of the Cities and Counties made parties to this agreement, and upon this agreement being approved by the Attorney General of the State of Mississippi. Such date of effectiveness shall otherwise be no later than 60 days after its submission to the Attorney General.

2. The parties hereto agree that those provisions contained in that 2023-2024 NORTH MISSISSIPPI NARCOTICS UNIT INTERLOCAL COOPERATIVE AGREEMENT shall remain in full force and effect until such time as this Agreement becomes effective as contemplated in Section 1 above. Upon its effectiveness, this Agreement shall supersede all previous agreements concerning the enforcement of the Uniform Controlled Substances Law entered between the parties.

3. There is hereby established a joint, cooperative effort to enforce the criminal laws of Mississippi regarding controlled substances in the jurisdictions being included as parties hereto. For this agreement, this joint effort and the personnel involved therein shall be referred to as the North Mississippi Narcotics Unit (hereinafter referred to as the "Unit").

a. The primary objective of the Unit shall be the enforcement of the Uniformed Controlled Substances Act (Miss Code Ann. § 41-29-101 *et seq.*).

b. A secondary objective of the Unit shall be the collection, analysis and dissemination to authorized users of criminal and drug intelligence. Such data

shall be collected by the Unit's participants and submitted for inclusion in the State Criminal Intelligence Data Base. The Unit shall have full access to the use of this database limited only by applicable state and federal statute. Full coordination and cooperation in the sharing of appropriate intelligence between all state, county, and city agencies within the geographical area served by the Unit is encouraged.

c. The Unit shall concentrate its enforcement efforts and activities within the jurisdictional boundaries of the participating cities and counties. Each participating agency will duly appoint and assign individual officers to be law enforcement officers in each jurisdiction covered by the Unit to allow said officers to engage in enforcement activity outside the agency by whom they are employed.

d. The Unit shall have only that power and authority granted to either the Cities or Counties by statute, particularly those set forth in the preamble to this Agreement and shall have no power or authority except that which may be granted to the Cities/Counties in the enforcement of the criminal laws concerning controlled substances. The Unit shall have the responsibility of investigating all felony violations of the controlled substances law that occur within the jurisdictions of the Cities/Counties. Furthermore, the Unit shall have the responsibility of enforcing all felony criminal statutes contained in the Controlled Substances Law.

e. The specific statutory authority vested in each party to this Agreement is found in Section 21-21-3, Mississippi Code of 1972 (as amended), for the Cities



and their respective Police Chiefs, and Section 19-25-67 for the Counties and their respective Sheriffs. Collectively, all law enforcement agencies of the State of Mississippi are empowered by Section 41-29-109 to enforce the provisions of the Uniform Controlled Substances Law.

4. The City of Tupelo and the Tupelo Police Department shall be designated as the Host Agency.

5. The Chief of Police for each member city or town, and the Sheriff for each member county will constitute an Advisory Group. The Advisory Group shall elect a five (5) member Control Board (hereinafter referred to as the Board) that will include the Chief of the Host Agency and four (4) other members from the Advisory Group. The Board will then elect a chairman and vice-chairman. The Chairman, or in his absence the Vice-Chairman, will preside over all meetings of the Board. A majority vote is required to pass any matter presented to the Board. The members of the Board may vote by proxy if they are unable to attend the scheduled meeting. Each member of the Board shall have one (1) vote.

a. The Unit Commander shall be appointed by the Board and shall answer directly to the Board. Budgetary considerations mandate that the Unit Commander be an employee of the Host Agency.

b. The Board shall establish operating goals for the Unit. The day-to-day operation of the Unit shall be directed by the Unit Commander in furtherance of the goals formulated.

- c. The Board shall decide upon any new agencies joining the Unit. The Unit Commander shall have authority to approve or disapprove participating agencies' personnel assignments.
  - d. The Board shall set the degree of participation regarding finance and personnel each individual agency will contribute.
  - e. The Board shall meet quarterly to review the progress of the Unit, and to ensure that the Unit Commander is acting in furtherance of Unit goals.
6. The fiscal year for the Unit shall commence on October 1<sup>st</sup> each year regardless of the effective date of this agreement and any subsequent agreements, extensions and/or modifications.
7. Upon the effectiveness of this Agreement, each participating agency shall be on a six-month probationary period. At the end of this period, the Unit Commander shall review each member agency as to their contribution to the Unit in the following areas:
- a. Manpower assigned
  - b. Hours expended to furtherance of Unit goals by personnel assigned
  - c. Drug cases initiated by assigned personnel
  - d. Compliance with Unit operational procedures
8. The Commander shall make a recommendation, based on his/her review, as to each respective agency's continued participation with the Unit. The Board has sole and complete authority concerning agency membership eligibility. Any Agency member may be dismissed from the Unit at any time with good cause shown by a 2/3 majority vote of the Board.

9. Each member agency shall, through their chief law enforcement officer, allocate personnel to temporary, part-time, or full-time assignments with the Unit starting as of the effective date of this agreement. The Board will ensure the allocation of personnel from each agency is consistent with agency size regarding the objectives of this agreement. Assigned personnel shall work under the immediate supervision and direction of the Unit Commander regarding operational procedure(s) to include field testing, chain of custody, evidence handling, case reporting, accounting for public funds, and other relevant matters of policy and procedure. The Unit Commander shall have the responsibility and authority to dismiss any assigned personnel, for just cause, from the Unit. Any disciplinary action, beyond dismissal from the Unit, shall be administered by the assigned personnel's parent agency.

- a. All matters concerning employment compensation, wage and hour concerns under the FLSA, and any other matter relating to employer-employee relations are the responsibility of assigned personnel's parent agency.
- b. Legal representation will not be afforded by the Unit, or the Host Agency, for claims arising from the performance of duties under this Agreement. Said representation must originate with the assigned personnel's parent agency.
- c. All officers assigned to the Unit by the parties hereto must be certified by the Minimum Standards Board and must meet requirements imposed on a police officer regarding background investigations, work history, polygraph examination, urinalysis, and similar requirement(s), but shall be exempt from the age requirements and limitations provided, however, that no such officer shall be less than twenty-one years of age. All assigned personnel will be subject to

random urinalysis and/or polygraph testing at the option of the Board or Commander of the Unit. Failure to comply will result in termination of the status, and removal from the Unit.

d. Assigned personnel will be trained in and will be expected to follow accepted methods and procedures of field testing, chain-of-custody, evidence handling, case reporting, and accounting for public funds.

e. The fidelity bond of all assigned personnel shall be paid by the assigned personnel's parent agency. There shall be no requirements of third-party fidelity bonds.

f. All personnel, while performing duties within the Unit, shall come under the control and supervision of the Unit Commander.

g. Each agency shall compensate their assigned personnel and defray their individual expenses in the manner currently utilized by the respective agencies while such personnel operate under this contract.

h. Each Member Agency shall obtain and maintain general liability insurance in an amount not less than \$1,000,000 to cover any errors, omissions, or liabilities of any kind committed by their assigned personnel in furtherance of those duties contained herein.

**10.** Funds for the Unit will be accounted for and disbursed to the Unit according to state law, and the State Audit Department rules and regulations by and through the Host Agency, pursuant to Section 17-13-9(1)(d), Mississippi Code of 1972 (as amended.) Said agency personnel shall account for the respective funds obligated to the Unit through established budget, claims, and purchasing procedures as set out in state law and State

Audit Department rules and regulations. The Unit can only be funded and supported as any other city or county department, and not as a separate and independent entity. The Board may only recommend the budget, purchases, and expenditures. Forfeited funds shall be administered by the Unit Commander, and used for purchase of information, purchase of evidence, and Unit expenses as budgeted. The Unit Commander or his/her designee shall maintain a complete inventory of property held by the Unit. All records of this account shall be maintained in current status, and available for audit by any person authorized to conduct an official audit. It is understood by all parties thereto that funding under this Agreement cannot be accomplished by direct payments or contributions to the Unit outside the normal budget process.

a. The Board, along with the Unit Commander, shall be responsible for establishing procedures for the proper conduct of financial affairs, in accordance with existing State Department of Audit rules and regulations and the Host Agency's policies and procedures, as necessary to ensure that policies and procedures regulating the use of funds are followed by the participating agencies.

b. Forfeitures produced by or arising out of enforcement efforts of the Unit shall be disbursed according to the guidelines set forth in state law, whether arising out of state forfeiture action, or the Federal Asset Sharing Program. It is understood that the Unit does not have the authority to own or hold assets independently of the participating agencies. After expenses of liquidation and costs of court are deducted, all net forfeited funds shall be allocated to the Unit through the Host Agency. Said forfeited funds shall be held on behalf of the Unit by the Host Agency, and after proper budget authorization, such funds may be

used to pay the operating cost of the Unit. Upon the disbanding of the Unit, all remaining property acquired through forfeiture actions by the Unit from the participating agencies shall be divided proportionately among the agencies participating herein.

c. All participating agencies of the Unit shall agree that if an officer of their department, who is not assigned to the Unit, makes a case involving drugs in which forfeitable assets are involved, the Unit shall be notified to assist the officer. Forfeitures produced in this situation shall be divided according to the guidelines set forth in state law whether arising out of state forfeiture action or the Federal Asset Sharing Program. After the expenses of liquidation and costs of court are deducted, all net forfeited funds shall be allocated to the Unit by the Host Agency. Said forfeited funds shall be held on behalf of the Unit by the Host Agency, and after proper budget authority used to pay the operating cost of the Unit. Upon expiration of this Agreement, or subsequent Agreements, or the disbanding of the Unit, all remaining property acquired through forfeiture actions by the Unit from the participating agencies shall be divided proportionately among the local agencies participating herein.

d. The office of the District Attorney for the affected judicial district shall handle all forfeitures arising from seizures made under this Agreement.

e. In the event that a participating agency's assigned personnel are provided a forfeited vehicle by the Unit, the assigned personnel's parent agency shall maintain ownership and title to said vehicle and shall be responsible for all expenses incurred for said vehicle until such time the vehicle is deemed

unsuitable for official use. At this time said vehicle's title and ownership will be returned to the Host Agency pending auction or other proceeding.

**11.** All news releases pertaining to enforcement activity within a participating agency shall be formulated by the Unit Commander and coordinated with the Chief of the Host Agency or their designee.

**12.** Any party to this Agreement may terminate their participation with the Unit by giving notice in writing to the parties hereto by certified mail, return receipt requested, to the Chief of Police for the cities and towns or to the Sheriff for the counties, at least 60 days prior to the desired date of termination. All remaining parties may continue to operate under this Agreement. The terminating party shall immediately forfeit all future interest in assets acquired or purchased by the Unit upon termination of its participation in this Agreement.

**a.** All personal property acquired in the creation and for the operation of the Unit shall be acquired in the name of and title shall vest in the party to this Agreement who shall provide the funds with which the property is acquired. A complete inventory of the property and the owner thereof shall be maintained by the Unit Commander. Upon a disbanding of the Unit, all equipment, materials and other tangible items purchased shall be the property of the office or governmental body which provided funds for the purchase, and shall be delivered to the office or body within thirty (30) days of dissolution, then property purchased, in whole or in part, with forfeited or grant funds shall be sold, and after deducting costs of sale, the proceeds shall be proportionately divided among the local agencies participating in the Agreement.

**13.** This agreement may be terminated upon the approval of such termination by each governing authority being a party hereto. Upon the termination of this agreement, the Unit shall be disbanded, and all assets being under the control of the Unit shall be dispersed as otherwise contemplated in this agreement.

**14.** After its date of effectiveness, the term of this agreement shall be through and including September 30, 2025. This agreement shall automatically be renewed every year unless terminated in the manner prescribed in Section 13 herein, or amended and restated pursuant to Section 16.

**15.** For the purposes of this agreement and any amendments, extensions or modifications, the Unit shall not be considered disbanded unless official notice of such disbanding has been delivered to all parties hereto by the Chief of the Host Agency or their designee.

**16.** No amendment to this Agreement, including the addition of new parties, shall be effective unless it is set forth in writing and adopted by all parties hereto in a manner provided by law and approved by the Attorney General prior to its implementation. All participating agencies to this Agreement stipulate that upon execution of this Agreement, they are not and will not become a participant in any other multijurisdictional task force whose objective is enforcement of the Uniformed Controlled Substance Act.

**17.** This agreement shall be executed in separate duplicate originals by each governing authority designated as a party hereto. Each executed agreement shall be of the same terms and shall be binding upon all parties in accordance with the laws of the State of Mississippi.



18. Venue for the enforcement of the terms of this agreement shall be the Circuit Court of Lee County, Mississippi.

19. Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

20. This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and shall thereafter be filed with the Chancery Clerks of Lee, Prentiss, Itawamba, Monroe, and Chickasaw Counties and with the Secretary of State of the State of Mississippi. The Unit will operate under the name NORTH MISSISSIPPI NARCOTICS UNIT and may be referred to as the "NMNU." This Agreement will be filed with the appropriate agencies under that title.

**WHEREUPON**, the foregoing 2024 North Mississippi Narcotics Unit Interlocal Cooperative Agreement was declared, passed and adopted at a meeting of the City Council/Board of Alderman on this the 20th day of August, 2024.

WITNESS OUR SIGNATURES:

CITY/TOWN OF Tupelo, MISSISSIPPI

Jord Jordan  
MAYOR

8-21-2024  
DATE

ATTEST:

Fani Hanna  
CITY/TOWN CLERK



Parks Advisory Board and  
Sports Council Meeting  
May 9, 2024



Advisory Members Present

Mike Maynard, Ward 2  
Boyce Grayson, Ward 4  
Davey Cole, Ward 5  
Cheryl Dexter, Ward 6  
Mattie Mabry, Ward 7  
Jim Ingram, President TSC

Advisory Member Absent

Robin Faucette, Ward 1  
Vacant, Ward 3

Staff Present

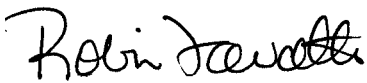
Alex Farned, Director  
Deana Carlock, Office Manager  
Melonie Kight, Marketing Director  
Amy Kennedy, Aquatic Director  
Carlos Diaz, Oren Dunn Museum Asst. Curator

Staff Absent

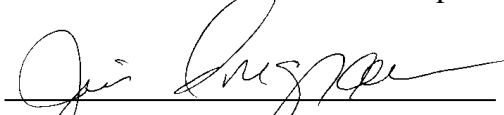
Chad Mims, City Council Representative  
Janet Gaston, City Council Representative  
Shanta Jones, Program Director  
Leigh Ann Mattox, Recreation Director  
Chris Edmondson, Sports Director  
Laura Kramer, Sports Director  
Ben Haas, Sports Director

1. Jim Ingram called the meeting to order.
2. Davey Cole made the motion to approve the agenda with Cheryl Dexter making the second. Pass unanimously.
3. Davey made the motion to accept the minutes with Maddie Mabry making the second. Pass unanimously.
4. Davey made the motion to accept the treasure report with Cheryl making the second. Pass unanimously.
5. Member Reports
  - a. Tupelo Youth Soccer Association – Report received.
  - b. Tupelo Youth Baseball Association – Report received.
  - c. Tupelo Softball Association – Report received.
  - d. Tupelo Basketball Association – Report received.
  - e. Tupelo Tennis Association – Report received.
  - f. Tupelo Therapeutic Recreation Association – Report received.
  - g. Tupelo Aquatic Club – Report received.
  - h. Tupelo Disc Golf Association – Report received.
  - i. Tupelo Skate Park Association – Report received.
  - j. Tupelo Flag Football Association – Report received.
  - k. Friends of the Park – Report received.
  - l. Tupelo Fourth of July Celebration Association – Report received.

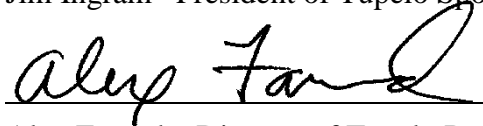
- m. Veterans Council – Report received. <sup>52</sup>
  - n. Oren Dun Museum Association
- 
- 6. The Board was updated on the Pickleball project.
  - 7. The Board was informed of the Pickleball Association.
  - 8. The Board was given an update on the Ballard Park Improvements.
  - 9. The Board was provided information about the Hancock and Gumtree Park improvements.
  - 10. The Board was updated that the Rockwell and C. C. Augustus Center restrooms were renovated.
  - 11. The Board was updated on the improvements for Dot Cooper-Kelly.
  - 12. The Board was provided a calendar of events.
  - 13. The Board was updated on the Fall Registration.
  - 14. The Board was informed that we were meeting with the Convention and Visitors Bureau in June.
  - 15. The Board was informed that Sammy Adderholt would be retiring from the Department.
  - 16. Davey made a motion to adjourn with Cheryl making the second. Pass unanimously.



Robin Faucette – Chairman of Tupelo Parks Advisory Board



Jim Ingram –President of Tupelo Sports Council



Alex Farned – Director of Tupelo Parks and Recreation



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Alex Farned, Director of Parks and Recreation

**DATE** August 15, 2024

**SUBJECT:** IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUNDS TO THE CITY OF TUPELO FOR A STATIONARY BIKE AND LAPTOP AF

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**Request:**

The Tupelo Sports Council would like to donate \$5,530 for a 4 stationary bikes and laptop for swim meets at the Tupelo Aquatic Center.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Chuck Williams, Director of Public Works

**DATE:** August 14, 2024

**SUBJECT:** IN THE MATTER OF BID AWARD APPROVAL WEST BRISTOW STREET IMPROVEMENTS BID NO. 2024-005PW - CW

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**Request:**

We are requesting the Bid 2024-005PW West Bristow Street Improvements be awarded to the following –

Hodges Construction \$1,184,564.88

5 Bidders Responded.

Falcon Contracting \$1,265,419.50

Murphree Paving \$1,366,127.46

Phillips Contracting \$1,433,444.50

Pittman Construction \$1,698,930.00

This project includes rehabilitation of the street, including milling and overlay, along with multiple local streets in the West Bristow neighborhood.



August 13, 2024

Mr. Chuck Williams  
Director, Public Works Dept.  
604 Crossover Road  
Tupelo, Mississippi 38801

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT  
WEST BRISTOW STREET IMPROVEMENTS  
BID NO. 2024-005PW

Dear Mr. Williams:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Tuesday, August 13, 2024 at 10:00 AM local time.

This project includes street rehabilitation work, including milling & overlay, along multiple local streets in the West Bristow neighborhood. As represented on the attached tabulation of bids, five bids were received for this project that ranged from \$1,184,564.88 - \$1,698,930 for this project. The low bid was from Hodges Construction. The bid was reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents.

Thus, it is our recommendation that the City award this contract in the amount of \$1,184,564.88 to Hodges Construction for the referenced project and authorize the Mayor to execute the contracts per the conditions set forth in the Contact Documents for this project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,  
DABBS CORPORATION

Dustin D. Dabbs, PE  
President

C: Mr. Don Lewis, COO, City of Tupelo  
Ms. Kim Hanna, CFO, City of Tupelo  
Mr. Ben Logan, City Attorney, City of Tupelo

Attachment: Bid Tabulation

<a href="mailto:@dabbscorp">@dabbscorp</a>	OFFICE 662.840.4162	1005 N. Eason Boulevard
	MOBILE 601.927.4012	Tupelo, MS 38804



BASE BID ITEM NO.	DESCRIPTION	UNIT	QNTY.	HODGES CONSTRUCTION		FALCON CONTRACTING		MURPHREE PAVING		PHILLIPS CONTRACTING		PITTMAN CONSTRUCTION	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$63,295.90	\$ 63,295.90	\$15,000.00	\$ 15,000.00	\$34,283.00	\$ 34,283.00	\$32,000.00	\$ 32,000.00	\$105,000.00	\$ 105,000.00
2	SAWCUTTING	LF	550	\$8.00	\$ 4,400.00	\$10.75	\$ 5,912.50	\$8.93	\$ 4,911.50	\$7.00	\$ 3,850.00	\$12.00	\$ 6,600.00
3	REMOVAL OF ASPHALT PAVEMENT	SY	1050	\$9.00	\$ 9,450.00	\$12.25	\$ 12,862.50	\$7.15	\$ 7,507.50	\$18.60	\$ 19,530.00	\$20.00	\$ 21,000.00
4	REMOVAL OF CONCRETE PAVEMENT	SY	25	\$12.00	\$ 300.00	\$15.15	\$ 378.75	\$11.91	\$ 297.75	\$40.00	\$ 1,000.00	\$20.00	\$ 500.00
5	REMOVAL OF EXISTING CURB INLET	EA	6	\$800.00	\$ 4,800.00	\$1,100.00	\$ 6,600.00	\$774.35	\$ 4,646.10	\$1,000.00	\$ 6,000.00	\$2,000.00	\$ 12,000.00
6	COLD MILLING OF ASPHALT PAVEMENT (2" MAX)	SY	11360	\$2.25	\$ 25,560.00	\$2.60	\$ 29,536.00	\$3.12	\$ 35,443.20	\$4.60	\$ 52,256.00	\$5.00	\$ 56,800.00
7	FULL DEPTH COLD MILLING (10.5" DEPTH)	SY	9175	\$9.00	\$ 82,575.00	\$12.25	\$ 112,393.75	\$9.53	\$ 87,437.75	\$13.50	\$ 123,862.50	\$24.00	\$ 220,200.00
8	REMOVAL OF CONCRETE CURB & GUTTER	LF	3714	\$5.57	\$ 20,686.98	\$7.50	\$ 27,855.00	\$5.96	\$ 22,135.44	\$13.00	\$ 48,282.00	\$10.00	\$ 37,140.00
9	EXCESS EXCAVATION	CY	400	\$20.00	\$ 8,000.00	\$27.00	\$ 10,800.00	\$21.44	\$ 8,576.00	\$37.00	\$ 14,800.00	\$10.00	\$ 4,000.00
10	BORROW EXCAVATION	CY	100	\$40.00	\$ 4,000.00	\$55.00	\$ 5,500.00	\$29.78	\$ 2,978.00	\$42.50	\$ 4,250.00	\$25.00	\$ 2,500.00
11	CRUSHED STONE BASE COURSE	TONS	2750	\$41.50	\$ 114,125.00	\$55.90	\$ 153,725.00	\$37.18	\$ 157,245.00	\$66.00	\$ 181,500.00	\$73.00	\$ 200,750.00
12	CONCRETE DRIVEWAY PAVEMENT	SY	85	\$85.00	\$ 7,225.00	\$115.00	\$ 9,775.00	\$101.26	\$ 8,607.10	\$125.00	\$ 10,625.00	\$90.00	\$ 7,650.00
13	CONCRETE CURB & GUTTER	LF	3760	\$27.50	\$ 103,400.00	\$37.05	\$ 139,308.00	\$35.74	\$ 134,382.40	\$32.00	\$ 120,320.00	\$40.00	\$ 150,400.00
14	REINFORCED CONCRETE CURB INLET, TYPE SS-2	EA	8	\$3,078.50	\$ 24,628.00	\$4,150.00	\$ 33,200.00	\$6,909.54	\$ 55,276.32	\$6,000.00	\$ 48,000.00	\$4,500.00	\$ 36,000.00
15	15" HDPE DRAIN PIPE	LF	166	\$30.00	\$ 4,980.00	\$40.50	\$ 6,723.00	\$41.70	\$ 6,922.20	\$96.50	\$ 16,019.00	\$40.00	\$ 6,640.00
16	ASPHALT SURFACE COURSE, 9.5MM MIX	TONS	2350	\$164.70	\$ 387,045.00	\$160.00	\$ 376,000.00	\$180.43	\$ 424,010.50	\$176.00	\$ 413,600.00	\$175.00	\$ 411,250.00
17	ASPHALT BASE COURSE, 19MM MIX	TONS	1370	\$154.20	\$ 211,254.00	\$150.00	\$ 205,500.00	\$190.21	\$ 260,587.70	\$165.00	\$ 226,050.00	\$225.00	\$ 308,250.00
18	THRMOPLASTIC STOP BARS	EA	3	\$900.00	\$ 2,700.00	\$1,050.00	\$ 3,150.00	\$150.00	\$ 450.00	\$900.00	\$ 2,700.00	\$1,000.00	\$ 3,000.00
19	30 INCH STOP SIGN, WITH POST	EA	3	\$750.00	\$ 2,250.00	\$900.00	\$ 2,700.00	\$500.00	\$ 1,500.00	\$600.00	\$ 1,800.00	\$750.00	\$ 2,250.00
20	SOLID SODDING	SY	1000	\$3.89	\$ 3,890.00	\$8.50	\$ 8,500.00	\$8.93	\$ 8,930.00	\$7.00	\$ 7,000.00	\$7.00	\$ 7,000.00
21	CONTINGENCY	LS	1	\$100,000.00	\$ 100,000.00	\$100,000.00	\$ 100,000.00	\$100,000.00	\$ 100,000.00	\$100,000.00	\$ 100,000.00	\$100,000.00	\$ 100,000.00
<b>GRAND TOTAL</b>					<b>\$ 1,184,564.88</b>		<b>\$ 1,265,419.50</b>		<b>\$ 1,366,127.46</b>		<b>\$ 1,433,444.50</b>		<b>\$ 1,698,930.00</b>



# Minute Entry Sign Up Sheet

Date: 8/13/2024

Time: 10:00

Bid # 2024-005PW

Department: PW

Project: W. Bristow Street Improvements

Attendance

Company

Kristeen Rush

Public Works

Chucks Williams

PW

Jason Rush

Murphree Paving

LUKE KELLY

FALCON CONTRACTING

NATHAN HODGES

Public Works

Chad Rankin

Hodges Const.

Ashley Hodges

Hodges Const.

Steph Rankin

COT

DADU

Phillips

Trac Dellea

DIERS CORP

COT

**PROJECT ESTIMATE - BID NO. 2024-005PW  
CITY OF TUPELO, MISSISSIPPI  
WEST BRISTOW STREET IMPROVEMENTS  
JUNE, 2024**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
2	SAWCUTTING	LF	440	\$12.00	\$5,280.00
3	REMOVAL OF ASPHALT PAVEMENT	SY	358	\$20.00	\$7,160.00
4	REMOVAL OF CONCRETE PAVEMENT	SY	25	\$40.00	\$1,000.00
5	REMOVAL OF EXISTING CURB INLET	EA	1	\$1,200.00	\$1,200.00
6	COLD MILLING OF ASPHALT PAVEMENT (2" MAX)	SY	11,360	\$9.00	\$102,240.00
7	FULL DEPTH COLD MILLING (10" DEPTH)	SY	9,232	\$18.00	\$166,176.00
8	REMOVAL OF CONCRETE CURB & GUTTER	LF	3,714	\$20.00	\$74,280.00
9	EXCESS EXCAVATION	CY	400	\$20.00	\$8,000.00
10	BORROW EXCAVATION	CY	100	\$25.00	\$2,500.00
11	CRUSHED STONE BASE COURSE	TONS	2,750	\$60.00	\$165,000.00
12	CONCRETE DRIVEWAY PAVEMENT	SY	85	\$75.00	\$6,375.00
13	CONCRETE CURB & GUTTER	LF	3,760	\$30.00	\$112,800.00
14	REINFORCED CONCRETE CURB INLET, TYPE SS-2	EA	8	\$4,500.00	\$36,000.00
15	15" HDPE DRAIN PIPE	LF	166	\$35.00	\$5,810.00
16	ASPHALT SURFACE COURSE. 9.5MM MIX	TONS	2350	\$180.00	\$423,000.00
17	ASPHALT BASE COURSE, 19MM MIX	TONS	1370	\$180.00	\$246,600.00
18	THERMOPLASTIC TRAFIC STRIPE, STOP BARS	EA	3	\$500.00	\$1,500.00
19	30 INCH STOP SIGN, WITH POST	EA	3	\$500.00	\$1,500.00
20	SOLID SODDING	SY	1000	\$8.00	\$8,000.00
21	CONTINGENCY	LS	1	\$100,000.00	\$100,000.00
<b>GRAND TOTAL</b>					<b>\$1,489,421.00</b>

**PROPOSAL**

Proposal of James A. Hodges Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**"WEST BRISTOW STREET IMPROVEMENTS"**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **45** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>08/09/2024</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 59,228.24 ) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

**SECTION D: BID FORM - BID NO. 2024-005PW**  
**CITY OF TUPELO, MISSISSIPPI**  
**WEST BRISTOW STREET IMPROVEMENTS**  
**JUNE, 2024**


ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$63,295.90	\$63,295.90
2	SAWCUTTING	LF	550	\$8.00	\$4,400.00
3	REMOVAL OF ASPHALT PAVEMENT	SY	1,050	\$9.00	\$9,450.00
4	REMOVAL OF CONCRETE PAVEMENT	SY	25	\$12.00	\$300.00
5	REMOVAL OF EXISTING CURB INLET	EA	6	\$800.00	\$4,800.00
6	COLD MILLING OF ASPHALT PAVEMENT (2" MAX)	SY	11,360	\$2.25	\$25,560.00
7	FULL DEPTH COLD MILLING (10.5" DEPTH)	SY	9,175	\$9.00	\$82,575.00
8	REMOVAL OF CONCRETE CURB & GUTTER	LF	3,714	\$5.57	\$20,686.98
9	EXCESS EXCAVATION	CY	400	\$20.00	\$8,000.00
10	BORROW EXCAVATION	CY	100	\$40.00	\$4,000.00
11	CRUSHED STONE BASE COURSE	TONS	2,750	\$41.50	\$114,125.00
12	CONCRETE DRIVEWAY PAVEMENT	SY	85	\$85.00	\$7,225.00
13	CONCRETE CURB & GUTTER	LF	3,760	\$27.50	\$103,400.00
14	REINFORCED CONCRETE CURB INLET, TYPE SS-2	EA	8	\$3,078.50	\$24,628.00
15	15" HDPE DRAIN PIPE	LF	166	\$30.00	\$4,980.00
16	ASPHALT SURFACE COURSE, 9.5MM MIX	TONS	2350	164.70	\$387,045.00
17	ASPHALT BASE COURSE, 19MM MIX	TONS	1370	\$154.20	\$211,254.00
18	THERMOPLASTIC STOP BARS	EA	3	\$900.00	\$2,700.00
19	30 INCH STOP SIGN, WITH POST	EA	3	\$750.00	\$2,250.00
20	SOLID SODDING	SY	1000	\$3.89	\$3,890.00
21	CONTINGENCY	LS	1	\$100,000.00	\$100,000.00
<b>TOTAL</b>					<b>\$1,184,564.88</b>

D-4a

SECTION D: BID FORM - BID NO. 2024-005PW  
CITY OF TUPELO, MISSISSIPPI  
WEST BRISTOW STREET IMPROVEMENTS  
JUNE, 2024

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE AND THE CONTRACT DOCUMENTS PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: James A. Hodges Construction, Inc.  
(PLEASE PRINT)

SIGNATURE: 

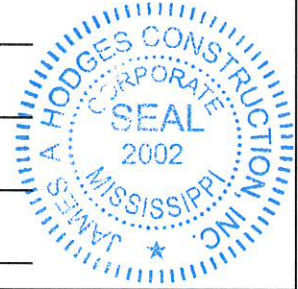
NAME AND TITLE: James A. Hodges, President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: 1281 CR 811

Saltillo, MS 38866

PHONE NUMBER: (662) 842-8538



D-4b

**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

I, Robin Rodgers certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that James A. Hodges who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Robin Rodgers

Title: Secretary

Signature: Robin Rodgers

Date: 8/13/24

(CORPORATE SEAL)





**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, James A. Hodges  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of James A. Hodges Construction, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That James A. Hodges Construction, Inc., Bidder on the "**WEST BRISTOW STREET IMPROVEMENTS**" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature *J. A. Hodges*

Title President

(SEAL)  
Sworn before me this 13<sup>th</sup> day of August, 2024.

*Allison Wood*, Notary Public

My commission expires 10 December 9, 2026



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF MS

I, James A. Hodges  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of James A. Hodges Construction, Inc.  
(name of firm, partnership, limited liability company, or corporation.)  
being duly sworn, on oath do depose and say as follows:

(a) That James A. Hodges Construction, Inc., Bidder on the **“WEST BRISTOW STREET IMPROVEMENTS” for Tupelo, MS** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature 

Title President

(SEAL)  
Sworn before me this 13<sup>th</sup> day of August, 2024.

, Notary Public

My commission expires December 9, 2026



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

67  
**THE AMERICAN INSTITUTE OF ARCHITECTS**

**AIA Document A310  
Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, THAT WE James A. Hodges Construction Inc.  
1281 County Road 811, Saltillo, MS 38866

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company  
P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LA  
as Surety, hereinafter called the Surety, are held and firmly bound unto Tupelo Public Works Department  
Tupelo, MS

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for West Bristow Street Improvements, Bid No. 2024-005PW

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 13th day of August, 2024

Robin Rodgers  
(Witness)

James A. Hodges Construction Inc.  
(Principal)

By: [Signature] PRESIDENT  
(Title)



[Signature]  
(Witness)



The Gray Casualty & Surety Company  
(Surety)

By: [Signature]  
Attorney-in-Fact Fielden Mitts  
(Title)

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond  
Principal: James A. Hodges Construction Inc.  
Obligee: Tupelo Public Works Department

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of October, 2021.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13<sup>th</sup> day of August, 2024

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13<sup>th</sup> day of August, 2024

*Leigh Anne Henican*



Falcon Contracting Co., Inc.  
PO Box 7530  
Columbus, MS 39705  
662-327-2053

**Certificate of Responsibility # 05973-MC**

Purchasing Office - City Hall 1<sup>st</sup> Floor  
Attn: Traci Dillard  
71 East Troy Street  
Tupelo, Mississippi 38804

**Bid For:**  
**BID NO. 2024-005PW**  
**WEST BRISTOW STREET IMPROVEMENTS**  
City of Tupelo, Mississippi  
Date: 8/13/2024 @ 10:00AM

**PROPOSAL**

Proposal of Falcon Contracting Co. Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation) partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**"WEST BRISTOW STREET IMPROVEMENTS"**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **45** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: Add 1 DATE: 8-9-2024  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

**ADDENDUM #1**

**City of Tupelo, Mississippi  
West Bristow Street Improvements  
Bid No. 2024-005PW**

**August 9, 2024 – 9:00 AM CST**

The Contract Documents, Plans and Specifications shall be amended/clarified as set forth herein below:

1. INSERT the attached Sheet C5 – Curb Inlet Replacement Plan to the Project Drawings to represent the potential areas where curb inlets may be replaced as part of the project. Final locations and removal / replacement instructions for curb inlets will be based on directions by the Owner and Engineer in the field, if required.

***Bidders shall acknowledge receipt of this Addendum on Page D-1 of the Proposal Form.***

\_\_\_\_\_  
(s/b) Dustin D. Dabbs  
Dustin D. Dabbs, P.E.  
Project Manager

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 63,270.98 (5%)) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.



Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc.; to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

SECTION D: BID FORM - BID NO. 2024-005PW  
CITY OF TUPELO, MISSISSIPPI  
WEST BRISTOW STREET IMPROVEMENTS  
JUNE, 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST #	TOTAL COST #
1	MOBILIZATION	LS	1	15,000.00	15,000.00
2	SAWCUTTING	LF	550	10.75	5,912.50
3	REMOVAL OF ASPHALT PAVEMENT	SY	1,050	12.25	12,862.50
4	REMOVAL OF CONCRETE PAVEMENT	SY	25	15.15	378.75
5	REMOVAL OF EXISTING CURB INLET	EA	6	1,100.00	6,600.00
6	COLD MILLING OF ASPHALT PAVEMENT (2" MAX)	SY	11,360	2.60	29,536.00
7	FULL DEPTH COLD MILLING (10.5" DEPTH)	SY	9,175	12.25	112,393.75
8	REMOVAL OF CONCRETE CURB & GUTTER	LF	3,714	7.50	27,855.00
9	EXCESS EXCAVATION	CY	400	27.00	10,800.00
10	BORROW EXCAVATION	CY	100	55.00	5,500.00
11	CRUSHED STONE BASE COURSE	TONS	2,750	55.90	153,725.00
12	CONCRETE DRIVEWAY PAVEMENT	SY	85	115.00	9,775.00
13	CONCRETE CURB & GUTTER	LF	3,760	37.05	139,308.00
14	REINFORCED CONCRETE CURB INLET, TYPE SS-2	EA	8	4,150.00	33,200.00
15	15" HDPE DRAIN PIPE	LF	166	40.50	6,723.00
16	ASPHALT SURFACE COURSE, 9.5MM MIX	TONS	2350	160.00	376,000.00
17	ASPHALT BASE COURSE, 19MM MIX	TONS	1370	150.00	205,500.00
18	THERMOPLASTIC STOP BARS	EA	3	1,050.00	3,150.00
19	30 INCH STOP SIGN, WITH POST	EA	3	900.00	2,700.00
20	SOLID SODDING	SY	1000	8.50	8,500.00
21	CONTINGENCY	LS	1	\$100,000.00	\$100,000.00
TOTAL					#1,265,419.50

One million two hundred sixty-five thousand four hundred  
nineteen 50/100 dollars

D-4a

SECTION D: BID FORM - BID NO. 2024-005PW  
CITY OF TUPELO, MISSISSIPPI  
WEST BRISTOW STREET IMPROVEMENTS  
JUNE, 2024

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE AND THE CONTRACT DOCUMENTS PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: Falcon Contracting Co. Inc  
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: William Swendenburg - President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: PO Box 7530  
Columbus, MS 39705

PHONE NUMBER: 662-327-2053

D-4b

**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

I, Rebecca Hayes certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that William Swedenburg who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Rebecca HayesTitle: SecretarySignature: Rebecca HayesDate: 8-12-24

(CORPORATE SEAL)

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, William Swedenburg  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Falcon Contracting Co. Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Falcon Contracting Co Inc, Bidder on the "WEST BRISTOW STREET IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature *WJ*

Title president



Sworn before me this 12<sup>th</sup> day of August, 2024.

*Robert A Moore*, Notary Public

My commission expires 5-25-27

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, William Swedenberg  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Falcon Contracting Co. Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Falcon Contracting Co. Inc., Bidder on the "WEST BRISTOW STREET IMPROVEMENTS" for **Tupelo, MS** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Handwritten Signature]

Title president



Sworn before me this 12<sup>th</sup> day of August, 2024.

[Handwritten Signature], Notary Public

My commission expires 5-25-27

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Falcon Contracting Co., Inc.  
(Name of Contractor)

P.O. Box 7530, Columbus, MS 39705  
(Address of Contractor)

a Corporation hereinafter called "Principal", and  
(Corporation, Partnership, Limited Liability Company or  
Individual)

Fidelity and Deposit Company of Maryland hereinafter called  
(Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 13th day of August 2024. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"WEST BRISTOW STREET IMPROVEMENTS"**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.


The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.


IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Falcon Contracting Co., Inc.  
Principal

(L.S.)

Fidelity and Deposit Company of Maryland  
Surety

  
By: *William Swedenburg - President*

  
By: Peggy L. Jackson, Attorney-in-Fact  
Resident MS Agent/



**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

\*\*\* END OF SECTION \*\*\*



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Taylor LEGGETT, Amanda Jean CHARFAUROS, Jerry Eugene HORNER JR., Jason J. YOUNG, Trina COBB, Peggy L. JACKSON, Stephen Wesley PRICE JR., all of Jackson, Mississippi, ,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of October, A.D. 2023.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 6th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Genevieve M. Maison*

**GENEVIEVE M. MAISON  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
My Commission Expires JANUARY 27, 2025**



**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said

Companies, this 13th day of August, 2024.



*MJ Pethick*

By: **Mary Jean Pethick**  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

**PROPOSAL**

Proposal of Gryony Companies, LLC dba Murphree Paving (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**"WEST BRISTOW STREET IMPROVEMENTS"**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

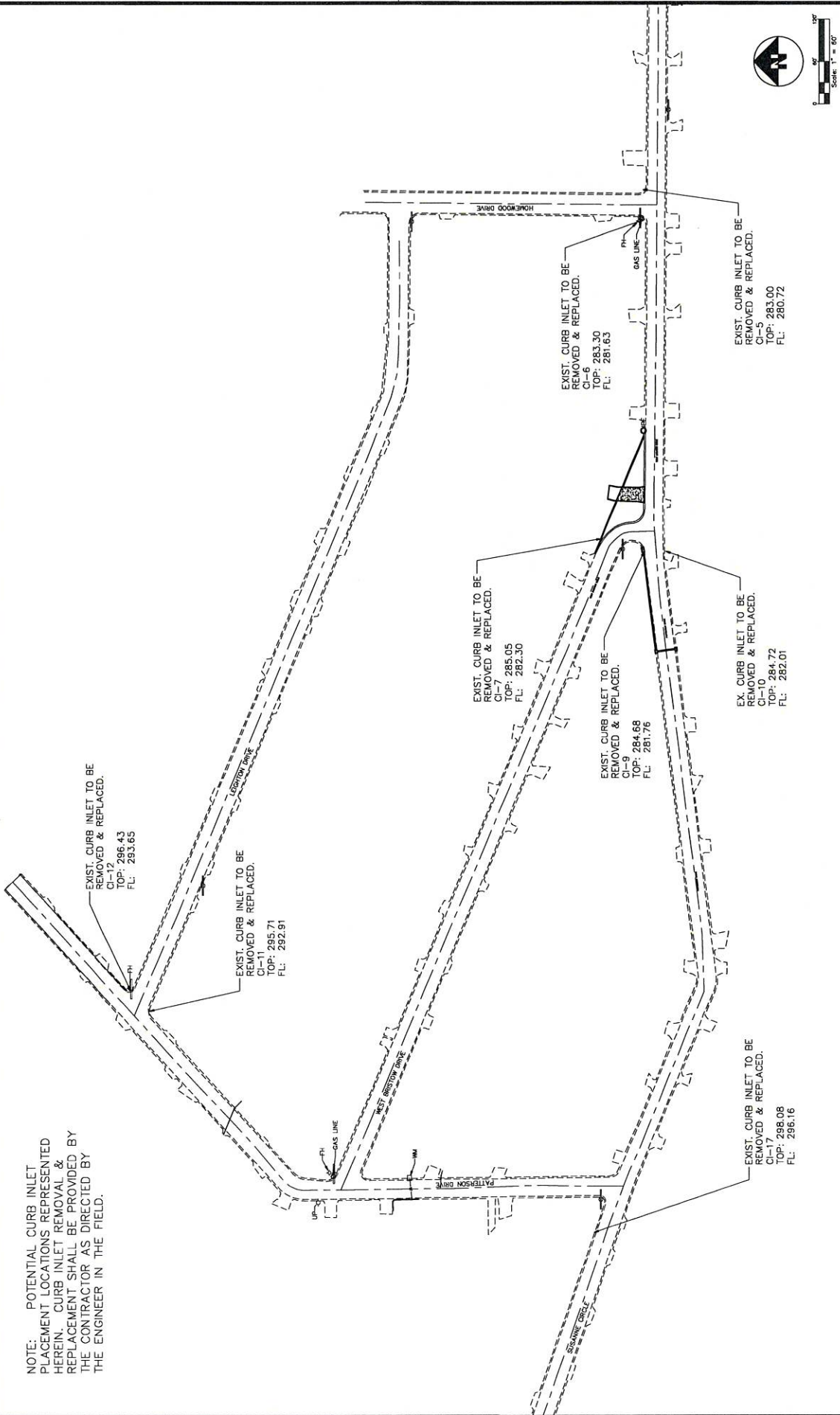
BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 45 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: 8/9/2024  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

NOTE: POTENTIAL CURB INLET PLACEMENT LOCATIONS REPRESENTED HEREIN. CURB INLET REMOVAL & REPLACEMENT SHALL BE PROVIDED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER IN THE FIELD.



PREPARED BY: **Dabbs Corporation**  
1050 N. EASON BLVD. TUPELO, MS 38604  
OFFICE: 601.927.4012 [dabbscorp@gmail.com](mailto:dabbscorp@gmail.com)

NO.	DATE	REVISIONS	REMARKS

DRAWN: TC  
DESIGNED: DD  
CHECKED: DD

SCALE: 1" = 60'  
DATE: 06/06/24  
PROJECT: 0

DIAMOND DESIGN NO. DATE

REVISIONS

REMARKS

SHEET TITLE  
**CURB INLET  
REMOVAL/REPLACEMENT PLAN**

**ADDENDUM #1**

**City of Tupelo, Mississippi  
West Bristow Street Improvements  
Bid No. 2024-005PW**

**August 9, 2024 – 9:00 AM CST**

The Contract Documents, Plans and Specifications shall be amended/clarified as set forth herein below:

1. INSERT the attached Sheet C5 – Curb Inlet Replacement Plan to the Project Drawings to represent the potential areas where curb inlets may be replaced as part of the project. Final locations and removal / replacement instructions for curb inlets will be based on directions by the Owner and Engineer in the field, if required.

***Bidders shall acknowledge receipt of this Addendum on Page D-1 of the Proposal Form.***

(s/b) Dustin D. Dabbs  
Dustin D. Dabbs, P.E.  
Project Manager

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 68,307.37 ) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

**SECTION D: BID FORM - BID NO. 2024-005PW  
CITY OF TUPELO, MISSISSIPPI  
WEST BRISTOW STREET IMPROVEMENTS  
JUNE, 2024**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$34,283.00	\$34,283.00
2	SAWCUTTING	LF	550	\$ 8.93	\$ 4,911.50
3	REMOVAL OF ASPHALT PAVEMENT	SY	1,050	\$ 7.15	\$ 7507.50
4	REMOVAL OF CONCRETE PAVEMENT	SY	25	\$ 11.91	\$ 297.75
5	REMOVAL OF EXISTING CURB INLET	EA	6	\$ 774.35	\$ 4646.10
6	COLD MILLING OF ASPHALT PAVEMENT (2" MAX)	SY	11,360	\$ 3.12	\$ 35,443.20
7	FULL DEPTH COLD MILLING (10.5" DEPTH)	SY	9,175	\$ 9.53	\$ 87,437.75
8	REMOVAL OF CONCRETE CURB & GUTTER	LF	3,714	\$ 5.96	\$ 22,135.44
9	EXCESS EXCAVATION	CY	400	\$ 21.44	\$ 8,576.00
10	BORROW EXCAVATION	CY	100	\$ 29.78	\$ 2,978.00
11	CRUSHED STONE BASE COURSE	TONS	2,750	\$ 57.18	\$ 157,245.00
12	CONCRETE DRIVEWAY PAVEMENT	SY	85	\$ 101.26	\$ 8,607.10
13	CONCRETE CURB & GUTTER	LF	3,760	\$ 35.74	\$ 134,382.40
14	REINFORCED CONCRETE CURB INLET, TYPE SS-2	EA	8	\$ 6909.54	\$ 55,276.32
15	15" HDPE DRAIN PIPE	LF	166	\$ 41.70	\$ 6,922.20
16	ASPHALT SURFACE COURSE, 9.5MM MIX	TONS	2350	\$ 180.43	\$ 424,010.50
17	ASPHALT BASE COURSE, 19MM MIX	TONS	1370	\$ 190.21	\$ 260,587.70
18	THERMOPLASTIC STOP BARS	EA	3	\$ 150.00	\$ 450.00
19	30 INCH STOP SIGN, WITH POST	EA	3	\$ 500.00	\$ 1500.00
20	SOLID SODDING	SY	1000	\$ 8.93	\$ 8930.00
21	CONTINGENCY	LS	1	\$100,000.00	\$100,000.00
<b>TOTAL</b>					<b>\$1,366,127.46</b>

**TOTAL** One million, three hundred sixty six thousand, one hundred  
 twenty seven dollars and <sup>D-4a</sup>  $\frac{46}{100}$



**SECTION D: BID FORM - BID NO. 2024-005PW  
CITY OF TUPELO, MISSISSIPPI  
WEST BRISTOW STREET IMPROVEMENTS  
JUNE, 2024**

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE AND THE CONTRACT DOCUMENTS PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: Gregory Companies, LLC dba Murphy Paving  
(PLEASE PRINT)

SIGNATURE: Tommy Collins

NAME AND TITLE: Tommy Collins Manager  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: 1138 DL Collins Dr  
Tupelo, MS 38801

PHONE NUMBER: 662-844-2331

D-4b

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To be executed if BIDDER is a LLC)

I, the undersigned Tommy Collins, hereby certify that I am the Manager of Gregory Companies, LLC dba Murphy <sup>Painting</sup> (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that Tommy Collins who executed the Proposal on behalf of the Company is Manager of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature Tommy Collins

Title Manager



(SEAL)  
Sworn before me this 12 day of July, 2024.

Connie Dingle, Notary Public

My commission expires Nov 28, 2025

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Tommy Collins  
(name of person signing affidavit)

individually, and in my capacity as Manager  
(title)

of Gregory Companies, LLC dba Murphy Paving  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Gregory Companies, LLC dba Murphy Paving, Bidder on the **"WEST BRISTOW STREET IMPROVEMENTS" for Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature Tommy Collins

Title Manager



(SEAL)  
Sworn before me this July day of July, 2024.

Connie Dingle Notary Public

My commission expires Nov 28, 2025

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Tommy Collins  
(name of person signing affidavit)

individually, and in my capacity as Manager  
(title)

of Gregory Companies, LLC dba Murphree Paving  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Gregory Companies, LLC dba Murphree Paving, Bidder on the **“WEST BRISTOW STREET IMPROVEMENTS” for Tupelo, MS** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature Tommy Collins

Title Manager



Sworn before me this 12 day of July, 2024.

Connie Dingle, Notary Public

My commission expires Nov 28, 2025

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Gregory Companies dba Murphree Paving LLC  
(Name of Contractor)

1138 D L Collums Drive Tupelo, MS 38801  
(Address of Contractor)

a Limited Liability Company hereinafter called "Principal", and  
(Corporation, Partnership, Limited Liability Company or  
Individual)

Arch Insurance Company hereinafter called  
"Surety",  
(Name of Surety)

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 12th day of <sup>August</sup> 2024. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"WEST BRISTOW STREET IMPROVEMENTS"**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Gregory Companies dba Murphree Paving LLC

(L.S.)

Arch Insurance Company

Principal

Surety

*Tommy Collis*



*Oana Dimulescu*

By: *Tommy Collis, Manager*

By: Oana Dimulescu, Attorney-In-Fact

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

\*\*\* END OF SECTION \*\*\*

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Bradley Mapes, Oana Dimulescu, Ryan Norman, Sarah C. Belcastro, Shana Kae Meyer and Stephen A. Vann of Atlanta, GA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 30th day of May, 2024.

Attested and Certified

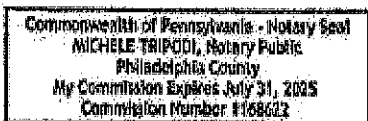
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 30, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

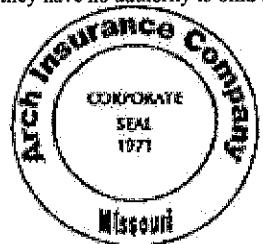
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th day of August, 2024.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department Surety Claims P.O. Box 542033 Omaha, NE 68154 suretyclaims@archinsurance.com



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

**PROPOSAL**

Proposal of Phillips Contracting Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation), partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**"WEST BRISTOW STREET IMPROVEMENTS"**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 45 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: 8/9/24  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.



BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 5% of Bid ) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

SECTION D: BID FORM - BID NO. 2024-005PW  
 CITY OF TUPELO, MISSISSIPPI  
 WEST BRISTOW STREET IMPROVEMENTS  
 JUNE, 2024

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	32,000.00	32,000.00
2	SAWCUTTING	LF	550	7.00	3,850.00
3	REMOVAL OF ASPHALT PAVEMENT	SY	1,050	18.60	19,530.00
4	REMOVAL OF CONCRETE PAVEMENT	SY	25	40.00	1,000.00
5	REMOVAL OF EXISTING CURB INLET	EA	6	1,000.00	6,000.00
6	COLD MILLING OF ASPHALT PAVEMENT (2" MAX)	SY	11,360	4.60	52,256.00
7	FULL DEPTH COLD MILLING (10.5" DEPTH)	SY	9,175	13.50	123,862.50
8	REMOVAL OF CONCRETE CURB & GUTTER	LF	3,714	13.00	48,282.00
9	EXCESS EXCAVATION	CY	400	37.00	14,800.00
10	BORROW EXCAVATION	CY	100	42.50	4,250.00
11	CRUSHED STONE BASE COURSE	TONS	2,750	66.00	181,500.00
12	CONCRETE DRIVEWAY PAVEMENT	SY	85	125.00	10,625.00
13	CONCRETE CURB & GUTTER	LF	3,760	32.00	120,320.00
14	REINFORCED CONCRETE CURB INLET, TYPE SS-2	EA	8	6,000.00	48,000.00
15	15" HDPE DRAIN PIPE	LF	166	96.50	16,019.00
16	ASPHALT SURFACE COURSE, 9.5MM MIX	TONS	2350	176.00	413,600.00
17	ASPHALT BASE COURSE, 19MM MIX	TONS	1370	165.00	226,050.00
18	THERMOPLASTIC STOP BARS	EA	3	900.00	2,700.00
19	30 INCH STOP SIGN, WITH POST	EA	3	600.00	1,800.00
20	SOLID SODDING	SY	1000	7.00	7,000.00
21	CONTINGENCY	LS	1	\$100,000.00	\$100,000.00
<b>TOTAL</b>					<b>1,433,444.50</b>

D-4a

SECTION D: BID FORM - BID NO. 2024-005PW  
CITY OF TUPELO, MISSISSIPPI  
WEST BRISTOW STREET IMPROVEMENTS  
JUNE, 2024

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE AND THE CONTRACT DOCUMENTS PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: Phillips Contracting Co., Inc.  
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Blake Hill President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: P.O. Box 7530  
Columbus MS 39205

PHONE NUMBER: 662 - 328-6250

D-4b

**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

I, Allen Tatum certify that I am the <sup>Vice-President</sup> ~~Secretary~~ of the Corporation named as CONTRACTOR in the foregoing Proposal; that Blake Hill who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Allen Tatum

Title: Vice-President

Signature: 

Date: 8/13/24

(CORPORATE SEAL)

**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if a BIDDER is a nonresident)

I, Blake Hill, hereby certify that the CONTRACTOR, Phillips Contracting Co, Inc., is domiciled in the State of Mississippi and (check and complete one):

( ) attached is a copy of the State of \_\_\_\_\_'s current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph \_\_\_\_\_, page \_\_\_\_\_ of said law grants resident CONTRACTORS a \_\_\_\_\_ percent preference over nonresident CONTRACTORS for similar projects.

( ) the State of \_\_\_\_\_ has no current law pertaining to the treatment of nonresident contractors.

I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before contract is signed.

Signature [Signature]

Title President

(SEAL)  
Sworn before me this 1st day of January, 2024.

[Signature], Notary Public

My commission expires January 28, 2027



**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Blake Hill  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Phillips Contracting Co., Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Phillips Contracting Co., Inc. Bidder on the "WEST BRISTOW STREET IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

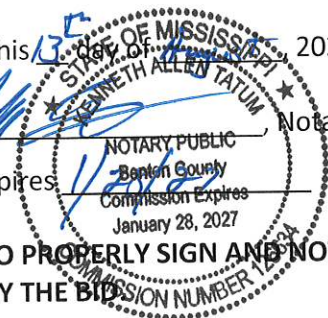
Signature [Signature]

Title President

(SEAL)  
Sworn before me this 13<sup>th</sup> day of February, 2024.

[Signature], Notary Public

My commission expires 1/28/27  
NOTARY PUBLIC  
-Benton County  
Commission Expires  
January 28, 2027



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BIDDER.**

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Blake H. H  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of Phillips Contracting Co., Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Phillips Contracting Co., Inc. Bidder on the "WEST BRISTOW STREET IMPROVEMENTS" for **Tupelo, MS** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Handwritten Signature]

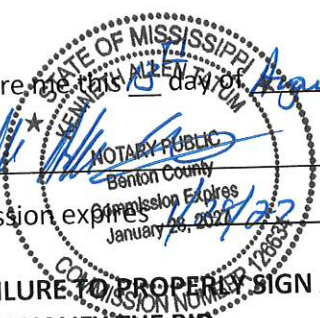
Title President

(SEAL)

Sworn before me this 15 day of August, 2024.

[Handwritten Signature], Notary Public

My commission expires January 26, 2027



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**



**ADDENDUM #1**

**City of Tupelo, Mississippi  
West Bristow Street Improvements  
Bid No. 2024-005PW**

**August 9, 2024 – 9:00 AM CST**

The Contract Documents, Plans and Specifications shall be amended/clarified as set forth herein below:

1. INSERT the attached Sheet C5 – Curb Inlet Replacement Plan to the Project Drawings to represent the potential areas where curb inlets may be replaced as part of the project. Final locations and removal / replacement instructions for curb inlets will be based on directions by the Owner and Engineer in the field, if required.

*Bidders shall acknowledge receipt of this Addendum on Page D-1 of the Proposal Form.*

(s/b) Dustin D. Dabbs  
Dustin D. Dabbs, P.E.  
Project Manager

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Phillips Contracting Co., Inc.  
(Name of Contractor)

P.O. Box 7530, Columbus, MS 39705  
(Address of Contractor)

a Corporation hereinafter called "Principal", and  
(Corporation, Partnership, Limited Liability Company or  
Individual)

Fidelity and Deposit Company of Maryland hereinafter called  
(Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 13th day of August 2024. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

**"WEST BRISTOW STREET IMPROVEMENTS"**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Phillips Contracting Co., Inc.  
Principal

(L.S.)

Fidelity and Deposit Company of Maryland  
Surety

*[Signature]* *President*  
By:

*[Signature]*  
By: Peggy L. Jackson, Attorney-in-Fact  
Resident MS Agent/Fisher Brown Bottrell, a  
Marsh & McLennan Agency LLC Company



**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

\*\*\* END OF SECTION \*\*\*

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Taylor LEGGETT, Amanda Jean CHARFAUROS, Jerry Eugene HORNER JR., Jason J. YOUNG, Trina COBB, Peggy L. JACKSON, Stephen Wesley PRICE JR., all of Jackson, Mississippi,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 6th day of October, A.D. 2023.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

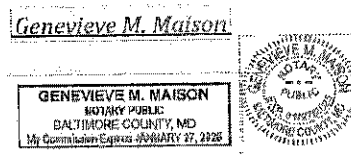
By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 6th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said

Companies, this 13th day of August, 2024.



*MJ Pethick*  
By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**WEST BRISTOW STREET IMPROVEMENTS**

**BID NO. 2024-005PW**

**Tupelo Public Works Department**

**City of Tupelo, Mississippi**

*Prepared For:*



**JUNE 2024**

*Prepared By:*



**DABBS CORPORATION**  
**1050 N. Eason Boulevard**  
**Tupelo, Mississippi 38804**

**PROPOSAL**

Proposal of Michael Pittman Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**"WEST BRISTOW STREET IMPROVEMENTS"**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 45 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>#1</u>	DATE: <u>August 9, 2024 @ 9:00 AM</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS

(\$ 84,946.<sup>50</sup> ) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.



Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

SECTION D: BID FORM - BID NO. 2024-005PW  
CITY OF TUPELO, MISSISSIPPI  
WEST BRISTOW STREET IMPROVEMENTS  
JUNE, 2024

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE AND THE CONTRACT DOCUMENTS PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

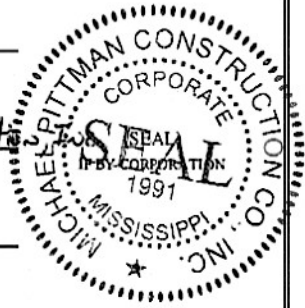
RESPECTFULLY SUBMITTED BY: Zack Hastings  
(PLEASE PRINT)

SIGNATURE: Zack Hastings

NAME AND TITLE: Tyler Pittman - V.P. - Michael Pittman Construction  
(PLEASE PRINT)

ADDRESS: 509 Pinecrest  
Corinth, MS 38834

PHONE NUMBER: 662-287-4805



D-4b

**SECTION D: BID FORM - BID NO. 2024-005PW**  
**CITY OF TUPELO, MISSISSIPPI**  
**WEST BRISTOW STREET IMPROVEMENTS**  
**JUNE, 2024**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	105,000. <sup>00</sup>	105,000. <sup>00</sup>
2	SAWCUTTING	LF	550	12. <sup>00</sup>	6,600. <sup>00</sup>
3	REMOVAL OF ASPHALT PAVEMENT	SY	1,050	20. <sup>00</sup>	21,000. <sup>00</sup>
4	REMOVAL OF CONCRETE PAVEMENT	SY	25	20. <sup>00</sup>	500. <sup>00</sup>
5	REMOVAL OF EXISTING CURB INLET	EA	6	2,000. <sup>00</sup>	12,000. <sup>00</sup>
6	COLD MILLING OF ASPHALT PAVEMENT (2" MAX)	SY	11,360	5. <sup>00</sup>	56,800. <sup>00</sup>
7	FULL DEPTH COLD MILLING (10.5" DEPTH)	SY	9,175	24. <sup>00</sup>	220,200. <sup>00</sup>
8	REMOVAL OF CONCRETE CURB & GUTTER	LF	3,714	10. <sup>00</sup>	37,140. <sup>00</sup>
9	EXCESS EXCAVATION	CY	400	10. <sup>00</sup>	4,000. <sup>00</sup>
10	BORROW EXCAVATION	CY	100	25. <sup>00</sup>	2,500. <sup>00</sup>
11	CRUSHED STONE BASE COURSE	TONS	2,750	73. <sup>00</sup>	200,750. <sup>00</sup>
12	CONCRETE DRIVEWAY PAVEMENT	SY	85	90. <sup>00</sup>	7,650. <sup>00</sup>
13	CONCRETE CURB & GUTTER	LF	3,760	40. <sup>00</sup>	150,400. <sup>00</sup>
14	REINFORCED CONCRETE CURB INLET, TYPE SS-2	EA	8	4,500. <sup>00</sup>	36,000. <sup>00</sup>
15	15" HDPE DRAIN PIPE	LF	166	40. <sup>00</sup>	6,640. <sup>00</sup>
16	ASPHALT SURFACE COURSE, 9.5MM MIX	TONS	2,350	175. <sup>00</sup>	411,250. <sup>00</sup>
17	ASPHALT BASE COURSE, 19MM MIX	TONS	1,370	225. <sup>00</sup>	308,250. <sup>00</sup>
18	THERMOPLASTIC STOP BARS	EA	3	1,000. <sup>00</sup>	3,000. <sup>00</sup>
19	30 INCH STOP SIGN, WITH POST	FA	3	750. <sup>00</sup>	2,250. <sup>00</sup>
20	SOLID SODDING	SY	1000	7. <sup>00</sup>	7,000. <sup>00</sup>
21	CONTINGENCY	LS	1	\$100,000.00	\$100,000.00
<b>TOTAL</b>					<b>1,698,930.<sup>00</sup></b>

D-4a

**CORPORATE CERTIFICATE**

(To be executed if BIDDER is a Corporation)

I, Tyler Pittman certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Loch Hastings who signed said Proposal on behalf of the CONTRACTOR, was then Senior PM of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Tyler Pittman

Title: Vice President

Signature: *Tyler Pittman*

Date: 8/12/2024



**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Tyler Pittman  
(name of person signing affidavit)

individually, and in my capacity as Vice President  
(title)

of Michael Pittman Construction, Inc.  
(name of firm, partnership, limited liability company, or corporation.)  
being duly sworn, on oath do depose and say as follows:

(a) That Michael Pittman Construction, Bidder on the "WEST BRISTOW STREET IMPROVEMENTS" for Tupelo, MS, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Handwritten Signature]

Title Vice President

(SEAL)  
Sworn before me this 12 day of August, 2024.

Zack Hastings, Notary Public

My commission expires 12/1/2026



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**NON-COLLUSION AFFIDAVIT**  
**(TO BE EXECUTED IN DUPLICATE)**

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Tyler Pittman  
(name of person signing affidavit)

individually, and in my capacity as Vice President  
(title)

of Michael Pittman Construction Inc.  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Michael Pittman Construction, Bidder on the "WEST BRISTOW STREET IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

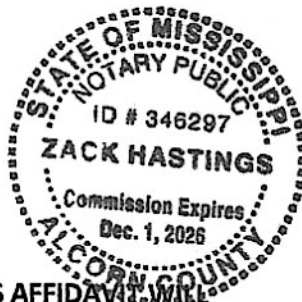
Signature [Handwritten Signature]

Title Vice President

(SEAL)  
Sworn before me this 12 day of August, 2024.

Zack Hastings, Notary Public

My commission expires 12/1/2026



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Michael Pittman Construction Co., Inc.  
509 Pinecrest Road  
Corinth, MS 38834

### SURETY:

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company  
P.O. Box 6202  
Metairie, LA 70009-6202  
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 Tupelo, MS  
71 East Troy Street  
Tupelo, MS 38804

**BOND AMOUNT:** 5%

Five Percent of Amount Bid

### PROJECT:

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

West Bristow Street Improvements

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 13th day of August, 2024.


  
\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Witness) Blake Johnson

Michael Pittman Construction Co., Inc.  
(Principal)

By:   
\_\_\_\_\_  
(Title)



The Gray Casualty & Surety Company  
(Surety)

By:   
\_\_\_\_\_  
(Title) Stephen Wesley Price, Attorney-in-Fact



Fisher Brown Bottrell/MMA

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Bid Bond  
**Principal:** Michael Pittman Construction Co., Inc.  
**Obligee:** City of Tupelo, MS

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Stephen Wesley Price, Jr.

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of October, 2021.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Mangano, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13th day of August, 2024.

*Mark S. Mangano*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13th day of August, 2024.

*Leigh Anne Henican*







August 7, 2024

Mr. Armstead Townes, III  
 Townes Construction  
 16398 Hwy 8 West  
 Grenada, Mississippi 38901

REFERENCE: NOTICE OF AWARD OF CONTRACT  
 CHICKASAW TRAIL DRAINAGE IMPROVEMENTS  
 CITY OF TUPELO, MS - BID NO. 2024-039PW

Dear Mr. Townes:

The City of Tupelo solicited and received bids at Tupelo City Hall for the referenced project on Thursday, August 1, 2024 and Townes Construction has been identified as the successful bidder. Thus, the City of Tupelo, via the approval of the Mayor and City Council, has authorized the award of the contract in the amount of \$390,009.00 to Townes Construction. The work shall be completed per the Contract Documents and based on the unit prices listed in your bid proposal.

The City respectfully requests that you proceed with the development of the Contract Documents and submit original signed copies of the contract, contract addendums and performance and payment bond information. Please provide three (3) copies of each, fully executed, along with the insurance forms, to my office within ten days. We will then transmit these documents to the Owner for execution. Please leave all dates blank on the Contracts, Contract Addendums and Bonds as the Owner will date each of the documents upon final execution.

Upon review/approval by the City Attorney, the Mayor is prepared to execute the contracts and issue the Notice to Proceed as identified in the contract documents. Please contact me should have any questions and/or should you require additional information.

Sincerely,  
 DABBS CORPORATION

A handwritten signature in black ink that reads 'D.D. Dabbs'.

Dustin D. Dabbs, PE  
 President

C: Mr. Chuck Williams, Public Works Director, City of Tupelo  
 Mr. Ben Logan, City Attorney, City of Tupelo  
 Ms. Kim Hanna, CFO, City of Tupelo  
 Mr. Don Lewis, COO, City of Tupelo  
 Ms. Jayme Baker, ICM

@dabbscorp

PHONE 662.840.4162  
 MOBILE 601.927.4012

1005 N. Eason Boulevard  
 Tupelo, MS 38804

**CONTRACT**

THIS AGREEMENT, made this the 20 day of August, 2024, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and Townes Construction Co Inc doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of "**CHICKASAW TRAIL DRAINAGE IMPROVEMENTS**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **60** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ 390,009.00 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. This Agreement
  - B. Instruction to Bidders
  - C. Signed Copy of Proposal Form and Bidder's Certificate
  - D. Executed Non-Collusion Form and Compliance Statements
  - E. Executed Performance and Payment Bond
  - F. NSPE General Conditions
  - G. Special Contract Provisions
  - H. DRAWINGS prepared by **DABBS CORPORATION** and dated **MAY 2024**.
  - I. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **MAY 2024**.
  - J. ADDENDA:
    - No.      Dated
    - No.      Dated
    - No.      Dated
    - No.      Dated
  - L. All federal government conditions, specifications, regulations and requirements bound herein.
6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:

- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ **300.00** as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$**300.00** for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
- B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is the "Mandatory Addendum to All City of Tupelo Contracts" (3 pages) dated October 28, 2022. The attached addendum shall be signed by the Contractor and executed by the City.
11. Attached hereto and made a part of this Contract is the "American Rescue Plan Act (ARPA) Mandatory Addendum" (9 pages) dated February 1, 2024. The attached addendum shall be signed by the Contractor and executed by the City.

12. Attached hereto and made a part of this Contract is the "BYRD ANTI-LOBBYING AMENDMENT. The attached addendum shall be signed by the Contractor as part of this Agreement.

13. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ \_\_\_\_\_ ) \_\_\_\_\_  
(not less than one hundred percent of Contract amount)

14. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO, OWNER

BY: Todd Jordan  
NAME: Todd Jordan  
TITLE: Mayor

ATTEST:

BY: Kim Hanna  
NAME: Kim Hanna  
TITLE: City Clerk



BY: Armstead Townes  
NAME: Armstead Townes  
TITLE: President

ATTEST:

BY: Estelle R. Townes  
NAME: Estelle R. Townes  
TITLE: City Clerk

(SEAL)

Mandatory Addendum to  
All City of Tupelo Contracts  
October 28, 2022

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.  
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.  
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.  
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.  
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.  
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.  
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.  
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.  
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.  
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.  
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control

and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

- 17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

- 18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

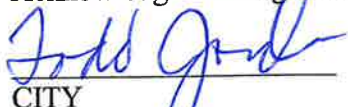
- 19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

- 20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.

Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

  
CITY

Date: 8-20-24

  
CONTRACTING PARTY

Date: 8-20-24

**American Rescue Plan Act (ARPA) Mandatory Addendum**  
**(Revised 2/1/2024)**

**Compliance with Federal Law, Regulations and Executive Orders**

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

**Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry

out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

### **Minority and Women Business Enterprises**

This contract was procured by the OWNER taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- 2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- 5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and for the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.
- 6) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

Entities and contractors were previously required to provide proof of compliance to 2 CFR 200.321 by providing proof of submitting solicitation to the Mississippi Procurement

Technical Assistance Program (MPTAP) and proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023 requires awardees to show proof of compliance *by one of the two methods*, or both should they choose to. An email detailing the project should be sent to Agency Bid Bank [agencybidbank@mississippi.org](mailto:agencybidbank@mississippi.org). You should receive a confirmation to retain in order to demonstrate proof of compliance.

#### **Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

#### **Davis-Bacon Act**

For construction projects over \$10 million (based on expected total cost):

All laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly and hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

Other applicable language contained in 29 C.F.R. § 5.5(a) shall apply.

#### **Copeland "Anti-Kickback" Act**

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **Contract Work Hours and Safety Standards Act**

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **Rights to Inventions Made Under a Contract or Agreement**

The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.

Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.

Unless prohibited by Mississippi law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

For the purposes of this Section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract."

Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

### **Clean Air Act and Federal Water Pollution Control Act**

*Clean Air Act*

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

*Federal Water Pollution Control Act*

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

**Debarment and Suspension**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at [www.sam.gov](http://www.sam.gov).

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

*A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.*

#### **Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **Access to Records**

The Contractor agrees to provide OWNER and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

#### **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **Publications**

Any publications produced with funds from this award must display the following language: “This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury.”

#### **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

#### **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

#### **Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:



*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

### **Remedies**

Unless stated otherwise in this Contract, or in any of the Contract Documents, in the event Contractor defaults or fails to perform any requirement contained herein, Owner may pursue any remedy at law or equity to enforce the terms of this agreement, including, but not limited to, actual and punitive damages, liquidated damages, and/or specific performance. This provision shall not constitute a waiver of any other right possessed by the Owner.

### **Termination for Cause and Convenience**

Unless stated otherwise in this Contract, or in any of the Contract Documents, the parties agree to the following:

*Termination for Convenience.* The Owner may terminate this Contract, in whole or in part, for any reason, upon five (5) days written notice to the Contractor. In such event, the Owner shall pay the Contractor its costs, including reasonable Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its final claim to the Owner to be paid by the Owner. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in a manner the Owner directs.

*Termination for Breach.* Either Party’s failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of the Contract.

**[SIGNATURES ON FOLLOWING PAGE]**

OWNER:

CITY OF TUPELO, MISSISSIPPI

By: Todd Jordan

Name: Todd Jordan

Title: Mayor

Date: 8-20-24

CONTRACTOR:

Townes Coast Co Inc

By: Armistead Townes III

Name: Armistead Townes III

Title: Pres.

Date: 8-20-24

**BYRD ANTI-LOBBYING  
AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING  
LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

  
Name and Title of Contractor's Authorized Official

8-20-24  
Date

END OF SECTION

APPENDIX L

**SECTION G**  
**PERFORMANCE AND PAYMENT BOND**

CONTRACT BOND FOR Chickasaw Trail Drainage Improvements

LOCATED IN THE COUNTY OF Lee, STATE OF MISSISSIPPI,

Know all men by these presents: that we, Townes Construction Co., Inc.  
( Contractor )

( hereinafter "Principal" ), a Corporation

residing at 16398 Hwy 8 West, Grenada, MS 38901 in the State of MS

and Atlantic Specialty Insurance Comany  
( Surety )

residing at 605 Hwy 169 N., Ste. 800, Plymouth, MN 55441 in the State of MN

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

Three Hundred Ninety Thousand Nine Dollars and No/100s

( \$ 390,009.00 ) Dollars, lawful money of the United States of

America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the OWNER, bearing the date of \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by

the OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Townes Construction Co., Inc.  
(Contractors) Principal

Atlantic Specialty Insurance Company  
Surety

By *Amstead Townes* By \_\_\_\_\_

(Signature) Attorney in Fact John G. Raines

Address: 605 Highway 169 N., Suite 800  
Plymouth, MN 55441



Title *President*  
(Contractor's Seal)

John G. Raines / Resident Mississippi Agent  
(Printed) Mississippi Agent

\_\_\_\_\_  
(Signature) Mississippi Agent

Address: Arthur J. Gallagher Risk Mgmt. Services, LLC  
1076 Highland Colony Parkway, Ste. 300

Ridgeland, MS 39157  
(Surety Seal)

9101447  
Mississippi Insurance ID Number

**END OF SECTION**  
**G-2**

APPENDIX L



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amanda Jean Charfauros, David Ray Robertson, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark, Sherrill Kelley, Tammy D. Vernon**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

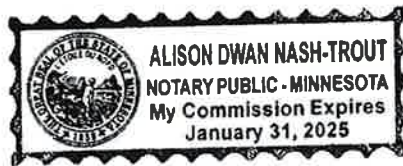
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By   
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated \_\_\_\_\_ day of \_\_\_\_\_.



  
Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2025

**SECTION G**  
**PERFORMANCE AND PAYMENT BOND**

CONTRACT BOND FOR Chickasaw Trail Drainage Improvements

LOCATED IN THE COUNTY OF Lee, STATE OF MISSISSIPPI,

Know all men by these presents: that we, Townes Construction Co., Inc.  
( Contractor )

( hereinafter "Principal" ), a Corporation

residing at 16398 Hwy 8 West, Grenada, MS 38901 in the State of MS

and Atlantic Specialty Insurance Comany  
( Surety )

residing at 605 Hwy 169 N., Ste. 800, Plymouth, MN 55441 in the State of MN

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and

firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

Three Hundred Ninety Thousand Nine Dollars and No/100s

( \$ 390,009.00 ) Dollars, lawful money of the United States of

America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs,

administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract

with the OWNER, bearing the date of \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ hereto

annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract

in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by



the OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Townes Construction Co., Inc.  
(Contractors) Principal

By *Arnstead Townes*

Title *pres*  
(Contractor's Seal)

Atlantic Specialty Insurance Company  
Surety

By *[Signature]*  
(Signature) Attorney in Fact John G. Raines

Address: 605 Highway 169 N., Suite 800  
Plymouth, MN 55441

John G. Raines / Resident Mississippi Agent  
(Printed) Mississippi Agent

*[Signature]*  
(Signature) Mississippi Agent

Address: Arthur J. Gallagher Risk Mgmt. Services, LLC  
1076 Highland Colony Parkway, Ste. 300

Ridgeland, MS 39157  
(Surety Seal)

9101447  
Mississippi Insurance ID Number



END OF SECTION  
G-2

APPENDIX L



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amanda Jean Charfauros, David Ray Robertson, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark, Sherrill Kelley, Tammy D. Vernon**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.


Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

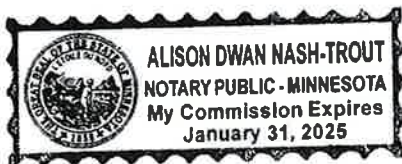
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By   
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



  
Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2025

**SECTION G**  
**PERFORMANCE AND PAYMENT BOND**

CONTRACT BOND FOR Chickasaw Trail Drainage Improvements

LOCATED IN THE COUNTY OF Lee, STATE OF MISSISSIPPI,

Know all men by these presents: that we, Townes Construction Co., Inc.  
( Contractor )

( hereinafter "Principal" ), a Corporation

residing at 16398 Hwy 8 West, Grenada, MS 38901 in the State of MS

and Atlantic Specialty Insurance Comany  
( Surety )

residing at 605 Hwy 169 N., Ste. 800, Plymouth, MN 55441 in the State of MN

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

Three Hundred Ninety Thousand Nine Dollars and No/100s

( \$ 390,009.00 ) Dollars, lawful money of the United States of

America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the OWNER, bearing the date of \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by

the OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Townes Construction Co., Inc.  
(Contractors) Principal

Atlantic Specialty Insurance Company  
Surety

By *Amstead-Townes* By \_\_\_\_\_

(Signature) Attorney in Fact John G. Raines

Address: 605 Highway 169 N., Suite 800  
Plymouth, MN 55441



Title *President*  
(Contractor's Seal)

John G. Raines / Resident Mississippi Agent  
(Printed) Mississippi Agent

\_\_\_\_\_  
(Signature) Mississippi Agent

Address: Arthur J. Gallagher Risk Mgmt. Services, LLC  
1076 Highland Colony Parkway, Ste. 300

Ridgeland, MS 39157  
(Surety Seal)

9101447  
Mississippi Insurance ID Number

END OF SECTION  
G-2

APPENDIX L



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amanda Jean Charfauros, David Ray Robertson, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark, Sherrill Kelley, Tammy D. Vernon**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

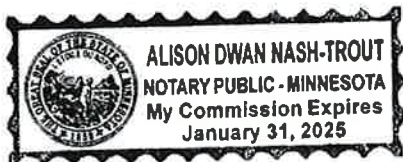
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By   
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



  
Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2025

**HAVEN ACRES DITCH IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

**AGREEMENT**

This AGREEMENT made this 20<sup>th</sup> day of August, 2024 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and Townes Construction Co., Inc., doing business as (an individual,) or (a partnership,) or (a corporation,) hereinafter called "CONTRACTOR".

WITNESSETH: That for and consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of HAVEN ACRES DITCH IMPROVEMENTS.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 90 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of nine hundred three thousand two hundred seventy dollars and fifty cents (\$903,270.50), being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Bid Proposal
  - (D) Bid Documents
  - (E) Bid Bond
  - (F) Agreement
  - (G) Certificate of Owner's Attorney
  - (H) General Conditions
  - (I) Special Conditions
  - (J) Payment Bond
  - (K) Performance Bond
  - (L) Notice of Award
  - (M) Notice to Proceed
  - (N) Change Order
  - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

**AGREEMENT (CONT.)**

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

**OWNER:**

**CITY OF TUPELO, MISSISSIPPI**

BY: Todd Jordan  
Name: Todd Jordan  
Title: Mayor

**ATTEST:**

BY: Kim Hanna  
Name: Kim Hanna  
Title: City Clerk



**CONTRACTOR:**

BY: Armstead Tinsley  
Name: Armstead Tinsley  
Title: Pres.

**ATTEST:**

BY: Estelle C. Town  
Name: Estelle C. Town  
Title: att 11/61

**CORPORATE SEAL**

NOTE: If CONTRACTOR is a corporation, secretary should attest.

## **American Rescue Plan Act (ARPA) Mandatory Addendum (Revised 2/1/2024)**

### **Compliance with Federal Law, Regulations and Executive Orders**

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

### **Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry

out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

### **Minority and Women Business Enterprises**

This contract was procured by the OWNER taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists.
- 2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business.
- 5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and for the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.
- 6) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

Entities and contractors were previously required to provide proof of compliance to 2 CFR 200.321 by providing proof of submitting solicitation to the Mississippi Procurement

Technical Assistance Program (MPTAP) *and* proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023, requires awardees to show proof of compliance *by one of the two methods*, or both should they choose to. An email detailing the project should be sent to Agency Bid Bank [agencybidbank@mississippi.org](mailto:agencybidbank@mississippi.org) You should receive a confirmation to retain in order to demonstrate proof of compliance.

**Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

**Davis-Bacon Act**

For construction projects over \$10 million (based on expected total cost):

All laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage- in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and subcontractors working on the project.
- The number of employees on the project hired directly and hired through a third party.
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

Other applicable language contained in 29 C.F.R. § 5.5(a) shall apply.

**Copeland “Anti-Kickback” Act**

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **Contract Work Hours and Safety Standards Act**

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **Rights to Inventions Made Under a Contract or Agreement**

The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.

Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.

Unless prohibited by Mississippi law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

For the purposes of this Section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

## **Clean Air Act and Federal Water Pollution Control Act**

### *Clean Air Act*

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

### *Federal Water Pollution Control Act*

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

## **Debarment and Suspension**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at [www.sam.gov](http://www.sam.gov).

## **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

*A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.*

#### **Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **Access to Records**

The Contractor agrees to provide OWNER and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

#### **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **Publications**

Any publications produced with funds from this award must display the following language: “This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury.”

#### **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

#### **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

#### **Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:



*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

### **Remedies**

Unless stated otherwise in this Contract, or in any of the Contract Documents, in the event Contractor defaults or fails to perform any requirement contained herein, Owner may pursue any remedy at law or equity to enforce the terms of this agreement, including, but not limited to, actual and punitive damages, liquidated damages, and/or specific performance. This provision shall not constitute a waiver of any other right possessed by the Owner.

### **Termination for Cause and Convenience**

Unless stated otherwise in this Contract, or in any of the Contract Documents, the parties agree to the following:

*Termination for Convenience.* The Owner may terminate this Contract, in whole or in part, for any reason, upon five (5) days’ written notice to the Contractor. In such event, the Owner shall pay the Contractor its costs, including reasonable Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its final claim to the Owner to be paid by the Owner. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in a manner the Owner directs.

*Termination for Breach.* Either Party’s failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of the Contract.

**[SIGNATURES ON FOLLOWING PAGE]**

OWNER:

CITY OF TUPELO, MISSISSIPPI

By: Todd Jordan

Name: Todd Jordan

Title: Mayor

Date: 8-21-2024

CONTRACTOR:

Towers Construction Co., Inc

By: Armstead Towers

Name: Armstead Towers

Title: President

Date: 8-21-2024

## BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

*Armstead Townes III*

Signature of Contractor's Authorized Official

*Armstead Townes III*

Name and Title of Contractor's Authorized Official

Date

\_\_\_\_\_

Mandatory Addendum to All City of Tupelo Contracts October 28, 2022

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct 18, 2002).
2. TUPELO does not make any warranty.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.  
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.  
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.  
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.  
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.  
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.  
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.  
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.  
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.  
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets, or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.  
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control

and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

- 17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011) (both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002)).

- 18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

- 19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

- 20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.

Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

  
 CITY  
 Date:

  
 CONTRACTING PARTY  
 Date:

**HAVEN ACRES DITCH IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

**PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS that**

Townes Construction Co., Inc.  
16398 Highway 8 West  
Grenada, MS 38901

a corporation, hereinafter called PRINCIPAL and Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800, Plymouth, MN 55441 (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of nine hundred three thousand two hundred seventy dollars and fifty cents (\$903,270.50), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made part hereof for the construction of:

**HAVEN ACRES DITCH IMPROVEMENTS**

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.



PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

Lena Townes  
(Principal) Secretary

Townes Construction Co. Inc.  
Principal

(SEAL)  
Ed B. De  
Witness as to Principal  
16398 Highway 8 West  
Grenada, MS 38901

By: Armstead Townes  
16398 Highway 8 West  
Address  
Grenada, MS 38901

ATTEST:

Sherrill Kelley  
Witness as to Surety Sherrill Kelley  
1076 Highland Colony Parkway, Ste. 300  
Address  
Ridgeland, MS 39157

Atlantic Specialty Insurance Company  
Surety  
By: [Signature]  
Attorney-in-Fact John G. Raines  
605 Highway 169 N., Suite 800  
Address  
Plymouth, MN 55441



NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:  
[Signature]  
Resident Mississippi Agent  
John G. Raines

**HAVEN ACRES DITCH IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI**

**PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS that**

Townes Construction Co., Inc.  
16398 Highway 8 West  
Grenada, MS 38901

a corporation, hereinafter called PRINCIPAL and Atlantic Specialty Insurance Comany  
605 Highway 169 North, Suite 800, Plymouth, MN 55441 (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of nine hundred three thousand two hundred seventy dollars and fifty cents (\$903,270.50), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 20th day of August, 2024, a copy of which is hereto attached and made part hereof for the construction of:

**HAVEN ACRES DITCH IMPROVEMENTS**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

*Lena Townes*

(Principal) Secretary

(SEAL)

*Ellen A. Jew*

Witness as to Principal  
16398 Highway 8 West

Address  
Grenada, MS 38901

Townes Construction Co. Inc.

Principal

By: *Amstead Townes*

16398 Highway 8 West

Address  
Grenada, MS 38901

Atlantic Specialty Insurance Comany  
Surety

By: \_\_\_\_\_

Attorney-In-Fact John G. Raines  
605 Highway 169 N., Suite 800

Address  
Plymouth, MN 55441

**ATTEST:**

*Sherrill Kelley*

Witness as to Surety Sherrill Kelley  
1076 Highland Colony Parkway, Ste. 300

Address  
Ridgeland, MS 39157



NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amanda Jean Charfauros, David Ray Robertson, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark, Sherrill Kelley, Tammy D. Vernon**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.


This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

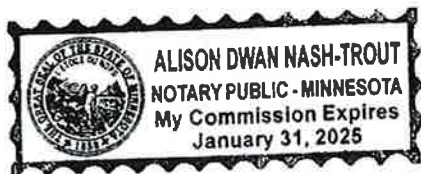
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By   
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



  
Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2025



Tupelo Convention & Visitors Bureau Board Meeting  
Tuesday, August 6, 2024

The Tupelo Convention & Visitors Bureau met Tuesday, August 6, 2024, at 2:00 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Louis Britton, Leslie Nabors, Stephanie Browning, Dimple Patel and Steven Blaylock. Tupelo CVB staff members present were Mitch Lowe, Samantha Nanney, Elizabeth Russell and Courtney Holcomb. Kim Hanna represented the City of Tupelo. Alex Farned and Amy Kennedy attended on behalf of Tupelo Parks and Recreation.

Stephanie Coomer called the meeting to order at 2:03 p.m.

Leslie Nabors made a motion for approval of the agenda with the change to move new business to the top of the agenda. Steven Blaylock seconded the motion. All voting aye, the motion carried.

Amy Kennedy made a presentation to the board requesting destination development funds at approximately \$463,000 to purchase sound panels for the Tupelo Aquatic Facility (\$196,000) and to repair the warm-up pool with a new anti-slip membrane for the re-lamination of the floor, bench, steps and handicap ramp and pool coping to replace all tile (\$267,000). Steven Blaylock made the motion to fund the request. Leslie Nabors seconded the motion. All voting aye, the motion carried.

Dimple Patel moved that the minutes from July 2024 be approved as presented. Louis Britton seconded the motion. All voting aye, the motion carried.

Kim Hanna presented the financial report.

Mitch Lowe, Samantha Nanney, and Elizabeth Russell presented staff reports.

Leslie Nabors moved that the FY '25 budget be approved as presented at the July meeting. Steven Blaylock seconded the motion. All voting aye, the motion carried.

The meeting adjourned at 2:30 p.m.

Submitted by:

Stephanie Coomer, Chairman

## ORDINANCE

### AMENDMENT TO ORDINANCE ADOPTED JULY 1, 1997, AND AMENDED SEPTEMBER 19, 2006, MARCH 4, 2008, MARCH 8, 2011, OCTOBER 21, 2011, SEPTEMBER 17, 2013, SEPTEMBER 2, 2014, OCTOBER 1, 2015, OCTOBER 1, 2016, OCTOBER 1, 2018, OCTOBER 1, 2022, OCTOBER 1, 2023, AND OCTOBER 1, 2024 PRESCRIBING AND FIXING RATES FOR ELECTRIC POWER FURNISHED TO CONSUMERS OF THE CITY OF TUPELO, MISSISSIPPI

**WHEREAS**, the City of Tupelo is authorized by Section 21-27-23 of the Mississippi Code Annotated (1972) to prescribe electric power rates and charges for its citizens and users; and

**WHEREAS**, the City of Tupelo through a properly executed Power Contract purchases electric power at wholesale for resale from Tennessee Valley Authority (“TVA”); and

**WHEREAS**, that based on appropriate studies and investigations and after discussions between TVA and the City, the resale rate schedules herein are recommended for approval and adoption by the Tupelo City Council; and

**WHEREAS**, the City Council met at their regular meeting on August 20, 2024, to review and consider information compiled by the City of Tupelo demonstrating the need for establishing rate schedules set forth herein; and

**WHEREAS**, the City Council found and determined that the rate increase as set forth below is necessary, fair and reasonable;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council as follows:

**Section 1.** Effective October 1, 2024, the electric power rates of the city’s electrical utility shall be fixed and established as follows, and Sec. 26-129 – Electric Rates – of the City of Tupelo Code of Ordinances shall be amended to reflect this current rate schedule.

**Section 2.** The Tupelo Code of Ordinances Section 26-130 (d) – General – shall be amended to read, “The Electric Rates established and set forth by this ordinance in Sec. 26-129 shall be effective for all purposes after October 1, 2024.”

**Section 3.** All ordinances, resolutions or orders which do not conflict herewith shall remain in full force and effect.

**Section 4.** The Clerk of the Council is hereby directed to cause a copy of the ordinance to be published one time in the *Northeast Mississippi Daily Journal*.

**CITY OF TUPELO, MS**  
**SCHEDULE OF ELECTRIC RATES**  
**BASE RATE CHARGES (Includes Hydro and Revenue Adjustments)**  
**EFFECTIVE OCTOBER 1, 2024**

**RS – Residential Schedule (Class 22 )(Rate Code: 117)**

Customer Charge (All Months)	\$11.56
Summer Months – Non-Fuel Energy Charge – per kWh	\$0.08048
Winter Months – Non-Fuel Energy Charge – per kWh	\$0.07719
Transition Months – Non-Fuel Energy Charge – per kWh	\$0.07511

**GSA – General Power Schedule (Commercial, Industrial Service)**

**GSA-1 (0-50 kW) (Class 40) (Rate Code: 148)**

Customer Charge (All Months)	\$16.74
Summer Months – Non-Fuel Energy Charge – per kWh	\$0.09207
Winter Months – Non-Fuel Energy Charge – per kWh	\$0.08882
Transition Months – Non-Fuel Energy Charge – per kWh	\$0.08676

**GSA-2 (51-1,000 kW) (Class 50) (Rate Code: 148)**

Customer Charge (All Months)	\$34.00
<b><u>Summer Months:</u></b>	
Demand Charge – First 50 kW	\$0.00
Additional kW	\$13.36
Non-Fuel Energy Charge – First 15,000 kWh	\$0.09235
Non-Fuel Energy Charge – Additional kWh	\$0.04920

**Winter Months:**

Demand Charge – First 50 kW	\$0.00
Additional kW	\$12.38
Non-Fuel Energy Charge – First 15,000 kWh	\$0.08910
Non-Fuel Energy Charge – Additional kWh	\$0.04612

**Transition Months:**

Demand Charge – First 50 kW	\$0.00
Additional kW	\$12.38
Non-Fuel Energy Charge – First 15,000 kWh	\$0.08704
Non-Fuel Energy Charge – Additional kWh	\$0.04489

GSA - 3 (1,001-5,000 kW) (Class 54) (Rate Code: 148)

Customer Charge (All Months)	\$98.48
<u>Summer Months:</u>	
Demand Charge – First 1,000 kW	\$13.40
Excess over 1,000 kW	\$16.26
Non-Fuel Energy Charge – per kWh	\$0.04994
 <u>Winter Months:</u>	
Demand Charge – First 1,000 kW	\$12.43
Excess over 1,000 kW	\$15.24
Non-Fuel Energy Charge – per kWh	\$0.04686
 <u>Transition Months:</u>	
Demand Charge – First 1,000 kW	\$12.43
Excess over 1,000 kW	\$15.24
Non-Fuel Energy Charge – per kWh	\$0.04563

GSB – TOU – General Power Schedule (Industrial Service)

(5,001 – 15,000 kW)

Customer Charge (All Months)	\$1,500.00
Administrative Charge (All Months)	\$350.00
<u>Summer Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$11.35
Maximum Demand	\$5.38
Excess Demand	\$11.35
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.06802
Off Peak: Block 1 – First 200 HOU	\$0.04198
Block 2 – Next 200 HOU	\$0.00585
Block 3 – Excess of 400 HOU	\$0.00228
 <u>Winter Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$10.34
Maximum Demand	\$5.38
Excess Demand	\$10.34
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.05615
Off Peak: Block 1 – First 200 HOU	\$0.04430
Block 2 – Next 200 HOU	\$0.00585
Block 3 – Excess of 400 HOU	\$0.00228



Transition Months:

Demand Charge – per kW:	
On Peak Demand	\$10.34
Maximum Demand	\$5.38
Excess Demand	\$10.34
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.04164
Off Peak: Block 1 – First 200 HOU	\$0.04164
Block 2 – Next 200 HOU	\$0.00585
Block 3 – Excess of 400 HOU	\$0.00228

**GSC – TOU – General Power Schedule (Industrial Service)**

(15,001 – 25,000 kW)

Customer Charge (All Months)	\$1,500.00
Administrative Charge (All Months)	\$350.00

Summer Months:

Demand Charge – per kW:	
On Peak Demand	\$11.35
Maximum Demand	\$4.77
Excess Demand	\$11.35
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.06802
Off Peak: Block 1 – First 200 HOU	\$0.04198
Block 2 – Next 200 HOU	\$0.00585
Block 3 – Excess of 400 HOU	\$0.00228

Winter Months:

Demand Charge – per kW:	
On Peak Demand	\$10.34
Maximum Demand	\$4.77
Excess Demand	\$10.34
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.05615
Off Peak: Block 1 – First 200 HOU	\$0.04430
Block 2 – Next 200 HOU	\$0.00585
Block 3 – Excess of 400 HOU	\$0.00228

Transition Months:

Demand Charge – per kW:	
On Peak Demand	\$10.34
Maximum Demand	\$4.77
Excess Demand	\$10.34
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.04164

Off Peak: Block 1 – First 200 HOU	\$0.04164
Block 2 – Next 200 HOU	\$0.00585
Block 3 – Excess of 400 HOU	\$0.00228

**MSB – TOU – Manufacturing Service Schedule (Industrial Manufacturing Service)**

(5,001 – 15,000 kW)

Customer Charge (All Months)	\$1,500.00
Administrative Charge (All Months)	\$350.00

**Summer Months:**

Demand Charge – per kW:	
On Peak Demand	\$10.70
Maximum Demand	\$2.29
Excess Demand	\$10.70

Non-Fuel Energy Charge – per kWh:

On Peak	\$0.06034
Off Peak: Block 1 – First 200 HOU	\$0.03421
Block 2 – Next 200 HOU	\$0.00319
Block 3 – Excess of 400 HOU	\$0.00053

**Winter Months:**

Demand Charge – per kW:	
On Peak Demand	\$9.69
Maximum Demand	\$2.29
Excess Demand	\$9.69

Non-Fuel Energy Charge – per kWh:

On Peak	\$0.04843
Off Peak: Block 1 – First 200 HOU	\$0.03655
Block 2 – Next 200 HOU	\$0.00319
Block 3 – Excess of 400 HOU	\$0.00053

**Transition Months:**

Demand Charge – per kW:	
On Peak Demand	\$9.69
Maximum Demand	\$2.29
Excess Demand	\$9.69

Non-Fuel Energy Charge – per kWh:

On Peak	\$0.03746
Off Peak: Block 1 – First 200 HOU	\$0.03746
Block 2 – Next 200 HOU	\$0.00319
Block 3 – Excess of 400 HOU	\$0.00053

**MSC – TOU – Manufacturing Service Schedule (Industrial Manufacturing Service)**

(15,001 – 25,000 kW)

Customer Charge (All Months)	\$1,500.00
Administrative Charge (All Months)	\$350.00

Summer Months:

Demand Charge – per kW:	
On Peak Demand	\$10.70
Maximum Demand	\$1.68
Excess Demand	\$10.70
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.05917
Off Peak: Block 1 – First 200 HOU	\$0.03303
Block 2 – Next 200 HOU	\$0.00467
Block 3 – Excess of 400 HOU	\$0.00467

Winter Months:

Demand Charge – per kW:	
On Peak Demand	\$9.69
Maximum Demand	\$1.68
Excess Demand	\$9.69
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.04725
Off Peak: Block 1 – First 200 HOU	\$0.03536
Block 2 – Next 200 HOU	\$0.00467
Block 3 – Excess of 400 HOU	\$0.00467

Transition Months:

Demand Charge – per kW:	
On Peak Demand	\$9.69
Maximum Demand	\$1.68
Excess Demand	\$9.69
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.03628
Off Peak: Block 1 – First 200 HOU	\$0.03628
Block 2 – Next 200 HOU	\$0.00467
Block 3 – Excess of 400 HOU	\$0.00467

Outdoor Lighting

Summer Months – Energy Charge – per kWh	\$0.05092
Winter Months – Energy Charge – per kWh	\$0.04763
Transition Months – Energy Charge – per kWh	\$0.04555

Alternate – TOU GSA – General Power Schedule (Commercial, Industrial Service)(Base Rate - Does NOT include Hydro and Revenue Adjustments)TGSA-1 (0-50 kW)

Customer Charge (All Months)	\$36.64
<u>Summer Months:</u>	
Non-Fuel Energy Charge – All On Peak kWh	\$0.19325

Non-Fuel Energy Charge – All Off Peak kWh	\$0.06632
<u>Non-Summer Months:</u>	
Non-Fuel Energy Charge – All On Peak kWh	\$0.17287
Non-Fuel Energy Charge – All Off Peak kWh	\$0.06908
<u>TGSA-2 (51-1,000 kW)</u>	
Customer Charge (All Months)	\$97.24
<u>Summer Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$15.91
Excess Demand	\$3.63
Non-Fuel Energy Charge – All On Peak kWh	\$0.08798
Non-Fuel Energy Charge – All Off Peak kWh	\$0.06102
<u>Non-Summer Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$14.88
Excess Demand	\$3.63
Non-Fuel Energy Charge – All On Peak kWh	\$0.07602
Non-Fuel Energy Charge – All Off Peak kWh	\$0.06378
<u>TGSA - 3 (1,001-5,000 kW)</u>	
Customer Charge (All Months)	\$671.43
<u>Summer Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$14.73
Excess Demand	\$2.60
Additional Demand Charge – per kW:	\$14.73
In excess of 2,500 kW or customer's On Peak or Off Peak contract demand (Higher of the two values)	
Non-Fuel Energy Charge – All On Peak kWh	\$0.07432
Non-Fuel Energy Charge – All Off Peak kWh	\$0.04733
<u>Non-Summer Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$13.72
Excess Demand	\$2.60
Additional Demand Charge – per kW:	\$13.72
In excess of 2,500 kW or customer's On Peak or Off Peak contract demand (Higher of the two values)	

Non-Fuel Energy Charge – All On Peak kWh	\$0.06239
Non-Fuel Energy Charge – All Off Peak kWh	\$0.05016

**NOTE:**

- Determination of Seasonal Periods

Summer Months – June, July, August, September

Winter Months – December, January, February, March

Transition Months – April, May, October, November

For Alternate TGSA Rate Schedules Only:

Summer Months – April, May, June, July, August, September and October

Non-Summer Months – November, December, January, February and March.

- Determination of On Peak and Off Peak Hours (for TOU rate schedules)

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and provided further that on peak hours shall not include hours that fall on November 1 of each year when November 1 falls on any day other than Monday. On peak hours for each day shall, for purposes of TOU rate schedules, be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November and December. For all other hours of each day and all hours of such excepted days shall be off peak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said on peak and off peak hours are subject to change by TVA. In the event TVA determines that such changed on peak and off peak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

The Clerk of the Council is hereby directed to cause a copy of this amendatory ordinance to be published one time in the Northeast Mississippi Daily Journal.

The foregoing Ordinance was proposed in a motion by Council Member Palmer, seconded by Council Member Bryan, and, after discussion, no Council Member having called for a reading, was brought to a vote as follows:

- Councilman Chad Mims Aye
- Councilman Lynn Bryan Aye
- Councilman Travis Beard Aye
- Councilwoman Nettie Davis Aye
- Councilman Buddy Palmer Aye
- Councilwoman Janet Gaston Aye
- Councilwoman Rosie Jones Aye

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the 20th day of August, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: Nettie Davis  
President

ATTEST:

Missy Shelton  
Missy Shelton, Clerk of the Council

APPROVED:  
Todd Jordan  
Todd Jordan, Mayor

8-21-2024  
DATE

ATTEST:

Kim Hanna  
Kim Hanna, City Clerk



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE:** August 15, 2024

**SUBJECT:** IN THE MATTER OF CONTRACT APPROVAL WITH TENNESSEE VALLEY AUTHORITY (TVA) FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS **JT**

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**Request:**

Approval of the attached EV Fast Charger Agreement with TVA:

- TVA will donate two (2) EV charging stations
- Tupelo Water & Light Department will install, maintain and operate them for at least five (5) years consistent with the program standards

These charging stations will be installed in the CVB parking lot.

## ELECTRIC VEHICLE CHARGER AGREEMENT

**Contract No. 125943924**

This Agreement is between the CITY OF TUPELO, MISSISSIPPI ("**Distributor**"), a Mississippi municipal corporation, and TENNESSEE VALLEY AUTHORITY ("**TVA**"), a corporate agency and instrumentality of the United States of America, created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

Distributor and TVA want to develop electric vehicle ("**EV**") charging infrastructure, including fast charging stations, in Distributor's service territory.

TVA's partnership with Distributor will help TVA achieve its goal of deploying EV charging stations in the Tennessee Valley at a lower cost.

Distributor and TVA want to agree upon the terms and conditions under which TVA will provide Distributor with EV charging stations and Distributor will install and operate an EV fast charging site ("**EV Site**").

Therefore, the parties agree as follows:

### **SECTION 1 - TERM AND TERMINATION**

This Agreement continues in effect for seven years from the effective date, unless sooner terminated as provided below. In an Event of Default, TVA may terminate either all or any portion of this Agreement, in accordance with section 3. TVA will have no further obligations beyond the date of any expiration or termination of this Agreement. However, nothing contained in this Agreement will be construed as relieving either party of its obligations arising or accruing prior to the date of any expiration or termination of this Agreement.

### **SECTION 2 - OBLIGATIONS**

- (a) TVA will provide to Distributor EV charging stations with serial numbers 213815013982 and 213815013993 ("**EV Chargers**").
- (b) The parties understand and agree that the EV Chargers are hereby provided to Distributor "as is," and TVA makes no warranties of any kind whatsoever (including any warranty of merchantability), express or implied, regarding the EV Chargers.
- (c) Unless otherwise agreed to in writing by the parties, TVA will have no funding obligations under this Agreement.
- (d) In exchange for the EV Chargers, Distributor:
  - (1) will install the EV Chargers and provide labor and materials for such installation;
  - (2) will utilize approved EV Site that complies with site selection guidelines;
  - (3) will provide for the continuous operation and maintenance of the EV Chargers for at least five consecutive years from the date upon which Distributor first makes the EV Site publicly available for EV charging services ("**Date of Commission**");
  - (4) will provide the public access to the EV Site free of cost for 24 hours each day and for seven days each week from the Date of Commission;
  - (5) will cooperate with TVA and TVA's authorized representatives, as needed, in evaluating, measuring, and verifying EV Site usage and any other usage information related to the EV Site either (i) by providing TVA all necessary login information to access usage data collected by the network attached to the EV charging equipment; or (ii) by providing TVA an annual station usage report that includes but is not limited to such data as number of users, number of charging sessions, kWh delivered, and uptime metrics;



- (6) will utilize consistent branding, as provided by TVA, on the EV Chargers, any EV charging equipment, other equipment, communication documents, toolkits, and/or other materials, whether at the EV Site or related to the EV Chargers;
- (7) will acquire all necessary easements, rights-of-way, zoning permits, and clearances for the EV Site, as may be required by Applicable Laws;
- (8) will submit to TVA any documents that TVA determines are necessary in discharging applicable obligations under both the National Environmental Policy Act (“**NEPA**”) and Section 106 of the National Historic Preservation Act, and will wait for both TVA’s review of such documents and TVA’s final site approval before any construction begins at the EV Site;
- (9) will comply with all “**Applicable Laws**,” which means all applicable federal, state, or local laws, regulations, permits, orders, or any other legal pronouncements of a governmental authority that have the force or effect of law, including but not limited to, all applicable requirements under the Americans with Disabilities Act, environmental protection laws and regulations, building codes, and safety ordinances;
- (10) will not engage in any activity that would result in an anticipatory breach of TVA’s obligations under NEPA, the National Historic Preservation Act, the Endangered Species Act, Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands), or other procedural requirements prior to deciding upon or taking a federal action;
- (11) will stop all EV site development and construction and will notify TVA immediately if previously unidentified archaeological resources or human remains are inadvertently discovered during implementation of the Program, and TVA will work with the Distributor to ensure that the EV site is protected to prevent any further disturbance until the parties can make an informed decision about site eligibility and any further steps necessary to meet federal agency obligations under Section 106 of the National Historic Preservation Act; and
- (12) acknowledges full responsibility for remediating, to the extent directed or approved by relevant state or federal authorities, any releases of any hazardous substances that result from the purchase, installation, or maintenance of EV charging equipment installed and operated at the EV Site, and agrees to not seek contribution or response costs from TVA, as a potentially responsible party, an owner, an operator, or under any other potential response cost recovery theory, in any administrative or judicial proceeding.

### **SECTION 3 - EVENTS OF DEFAULT**

An occurrence of any one of the following constitutes an “**Event of Default**”:

- (a) Distributor provides notice to TVA to terminate the Power Contract; and
- (b) Distributor fails to comply with any requirements set forth under section 2;

If an Event of Default occurs, TVA shall notify Distributor in writing of the occurrence. If Distributor does not cure the default within 60 days, TVA may terminate all or any portion of this Agreement (i) immediately; (ii) effective as of the date of the occurrence of the Event of Default, as determined by TVA; or (iii) effective as of a date that TVA determines, and that is after the occurrence of the Event of Default.

If this Agreement terminates due to an Event of Default, Distributor will pay to TVA an amount equal to \$117,777.69, which is the cost of the EV Chargers, within 60 days of the date of termination. Distributor will make such payment to TVA in accordance with the attached Billing and Payment terms.

#### **SECTION 4 - CONFIDENTIAL INFORMATION**

The parties will not disclose to third parties either the terms and conditions of this Agreement or any information provided by one party to the other party that is clearly marked as confidential, sensitive, proprietary, or similar (“**Confidential Information**”) without the prior written consent of the disclosing party.

Confidential Information does not include information that: (i) at the time of disclosure, is generally known or readily available to the public other than as a result of a violation or breach of this Agreement by the receiving party; (ii) a party is legally required to disclose; (iii) is known to the receiving party prior to the time of disclosure by the disclosing party, or is independently developed by the receiving party without access to the Confidential Information; and (iv) is known by or is in the possession of the receiving party without any confidentiality or use restriction prior to being disclosed by the disclosing party under this Agreement. The receiving party will safeguard the disclosing party’s Confidential Information as it would its own.

#### **SECTION 5 - NOTICE**

For purposes of this Agreement, the parties’ representatives are:

**Distributor:**

City of Tupelo Water & Light Department  
320 North Front Street  
Post Office Box 588  
Tupelo, Mississippi 38802-0588  
662-841-6460

**TVA:**

EV Program Manager  
Tennessee Valley Authority  
26 Century Blvd, Suite 100  
Nashville, TN 37214  
423-751-7060  
EV@tva.gov

The parties will deem any notice required by this Agreement to be given properly if a party delivers the required notice in writing to the address specified above, by one of the following delivery methods: (i) personal delivery; (ii) recognized overnight courier service; (iii) United States Mail, postage prepaid; or (iv) electronic mail.

Either party may change either the designation of any person or the address of any such person at any time and from time to time by similar notice.

#### **SECTION 6 - INCORPORATION OF ATTACHMENT**

The parties agree that the attachment entitled “Billing and Payment Terms” is made a part of this Agreement. In the event of any conflict between the body of this Agreement and the attachment, the former controls.

#### **SECTION 7 - SEVERABILITY**

If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable. If said modification is not permitted by law, then that provision will be disregarded. If a provision is modified or disregarded in accordance with this section, then the rest of the Agreement will remain in effect as written, and any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

#### **SECTION 8 - ENTIRE AGREEMENT**

This Agreement represents the parties' complete and final agreement and supersedes all informal understandings, whether written or oral, relating to the subject matter of this Agreement.

#### **SECTION 9 - AMENDMENTS AND WAIVERS**

No amendment of this Agreement will be effective unless it is both in writing and signed by the parties' authorized representatives.

No waiver of any provision under this Agreement or any subsequent agreements will be effective unless that waiver is both in writing and signed by the parties' authorized representatives. The parties agree that any failure to enforce any provision of this Agreement is not a waiver and does not prevent future enforcement of those provisions. A waiver of any breach or default of this Agreement does not constitute a waiver of any subsequent breach or default.

#### **SECTION 10 - ASSIGNMENT**

Neither party may transfer or assign this Agreement, in whole or in part, without prior, written consent of the other party.

#### **SECTION 11 - GOVERNING LAW**

Federal law will govern the validity, interpretation, and enforceability of this Agreement.

#### **SECTION 12 - ELECTRONIC SIGNATURES**

The parties may each execute this Agreement, and any amendments thereto, through electronic means and electronic signatures. The parties agree that electronic signatures have the same force and effect as handwritten signatures.

#### **SECTION 13 - PUBLICITY**

Distributor must obtain TVA's written approval prior to making any public disclosures or communications, relating to or referencing TVA related to this Agreement, including without limitation, any oral, written, or electronic communication on or through social media, press, or news release(s), video, marketing materials, or other comparable materials. Nothing in this Agreement grants Distributor a license or right to use TVA's name, trademark, logo or images without first obtaining TVA's express written consent.

#### **SECTION 14 - DISCLAIMERS**

To the fullest extent allowed by law, TVA, its agents, and its employees do not assume any liability either to Distributor or to any third party for any damages to property, both real and personal, or personal injuries, including physical injury and death, arising out of or in any way connected with Distributor's acts or omissions under this Agreement, including but not limited to, any damages related to the release of any hazardous or toxic chemicals or any other materials from the EV chargers.

The effective date of this Agreement is the date of TVA's signature.

**CITY OF TUPELO, MISSISSIPPI**

By \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

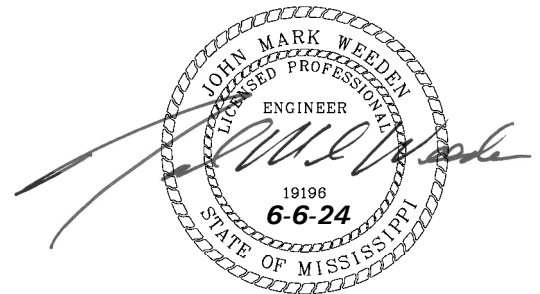
**TENNESSEE VALLEY AUTHORITY**

By \_\_\_\_\_

Director  
Power Customer Contracts



**SPECIFICATIONS  
AND  
EXECUTED CONTRACT DOCUMENTS  
FOR  
TUPELO SWPS SEWER LINE  
FOR  
CITY OF TUPELO  
LEE COUNTY, MISSISSIPPI  
FAIN: SLFR2621**



**BID NO 2024-036WL  
CCE 3-09935**

**JUNE 2024**

CONTRACT AGREEMENT

This Agreement, made this the 18th day of July, 2024, by and between L&M CONTRACTORS, LLC, hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of TUPELO SWPS SEWER LINE, BID NO. 2024-036WL for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated JUNE 2024 and Construction Plans entitled TUPELO SWPS SEWER LINE, BID NO. 2024-036WL Sheets 1 through 6, dated JUNE 2024, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of One Million, One Hundred and Seventeen Thousand, Nine Hundred and Seventy-Seven 05/100----- Dollars (\$1,117,977.05----) being the amount of the accepted proposal for TUPELO SWPS SEWER LINE, BID NO. 2024-036WL subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 90 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$500.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

#### Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

#### Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents. Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: CITY OF TUPELO

CONTRACTOR: L&M CONTRACTORS, LLC

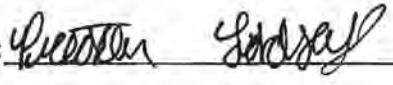
By \_\_\_\_\_

By  \_\_\_\_\_

Title Mayor Todd Jordan

Title Brett Lansdell, President

ATTEST: \_\_\_\_\_

ATTEST:  \_\_\_\_\_

Title \_\_\_\_\_

Title Senior PM



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

**L&M CONTRACTORS, LLC**

(Name of Contractor)

**13148 LEE BONNER ROAD, ELROD, AL 35458**

(Address of Contractor)

a Limited Liability Company  
, hereinafter called (Corporation, Partnership, or Individual)

Principal, and Developers Surety and Indemnity Company  
(Name of Surety)  
800 Superior Avenue E. 21st Floor, Cleveland, OH 44114  
(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

**CITY OF TUPELO**

(Name of Owner)

**71 EAST TROY STREET, TUPELO, MS 38804**

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Million, One Hundred and Seventeen

Thousand, Nine Hundred and Seventy-Seven 05/100-- Dollars (\$ 1,117,977.05----)  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18th day of July, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

**TUPELO SWPS SEWER LINE**

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise

09935

00 61 13-16

Performance Bond

2024.06.03

Page 1 of 2

to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4  
(Number)

counterparts, each one of which shall be deemed an original, this the 18th  
day of July, 2024.

ATTEST:

L&M CONTRACTORS, LLC  
Principal

[Signature]  
(Principal) Secretary

BY [Signature]  
Brett Lansdell, President

(SEAL) \_\_\_\_\_  
(Address)

13148 LEE BONNER ROAD, ELROD, AL 35458  
(Address)

Developers Surety and Indemnity Company  
(Surety)

ATTEST:

(SEAL) [Signature]  
(Witness to Surety) Raven Davis

BY [Signature]  
Attorney-in-Fact Charles F. Horton, Jr.

1806 Gary Fitts Street, Tuscaloosa, AL 35401  
(Address)

1806 Gary Fitts Street, Tuscaloosa, AL 35401  
(Address)



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

R. Forrest Fitts, J. David Fitts, Charles F. Horton, Jr., Timothy L. Donahue, Thomas A. Humber, Luke A. Lawrence, Jeffrey Hogg, Raven Davis, Julie Tubbs and Chris Beeker, of Tuscaloosa, AL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective December 18, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023

By: [Signature]  
Printed Name Sam Zaza  
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023

DocuSigned by:  
By: Barry W. Moses Barry W. Moses, Assistant Secretary POA No. N/A  
6B6415E7ADE548C...  
DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F Ed. 0323

Signed and sealed this **18th** day of **July, 2024.**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

**L&M CONTRACTORS, LLC**

(Name of Contractor)

**13148 LEE BONNER ROAD, ELROD, AL 35468**

(Address of Contractor)

a **Limited Liability Company**

, hereinafter called (Corporation, Partnership, or Individual)

Principal, and **Developers Surety and Indemnity Company**

(Name of Surety)

**800 Superior Avenue E. 21st Floor, Cleveland, OH 44114**

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

**CITY OF TUPELO**

(Name of Owner)

**71 EAST TROY STREET, TUPELO, MS 38804**

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Million, One Hundred and Seventeen Thousand, Nine Hundred and Seventy-Seven 05/100-- Dollars (\$ 1,117,977.05--- ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18th day of July, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

**TUPELO SWPS SEWER LINE**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

09935

00 61 13-16

Payment Bond

2024.06.03

Page 1 of 2

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each (Number) one of which shall be deemed an original, this the 18th day of July, 2024.

ATTEST:

[Signature]  
(Principal) Secretary

(SEAL) \_\_\_\_\_

L&M CONTRACTORS, LLC  
Principal

BY [Signature]  
Brett Lansdell, President

13148 LEE BONNER ROAD, ELROD, AL 35458  
(Address)

ATTEST:

(SEAL) [Signature]  
(Witness to Surety) Raven Davis

1806 Gary Fitts Street, Tuscaloosa, AL 35401  
(Address)

Developers Surety and Indemnity Company  
(Surety)

BY [Signature]  
Attorney-in-Fact Charles F. Horton, Jr.

1806 Gary Fitts Street, Tuscaloosa, AL 35401  
(Address)



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.  
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

R. Forrest Fitts, J. David Fitts, Charles F. Horton, Jr., Timothy L. Donahue, Thomas A. Humber, Luke A. Lawrence, Jeffrey Hogg, Raven Davis, Julie Tubbs and Chris Beeker \_\_\_\_\_, of Tuscaloosa, AL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective December 18, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: [Signature]  
Printed Name: Sam Zaza  
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:  
By: Barry W. Moses Barry W. Moses, Assistant Secretary  
6B6415E7ADE640C...  
DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

POA No. N/A

Ed. 0323

Signed and sealed this 18th day of July, 2024.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2024

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).

<b>PRODUCER</b> <b>Fitts Agency Inc.</b> 1806 6th Street Tuscaloosa, AL 35401	<b>CONTACT NAME:</b> Hope Farmer, CPCU <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> hpfroffitt@fittsagency.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A : Clear Blue Specialty Insurance Co.</b>	
<b>INSURER B : Progressive Specialty Insurance Company</b> <b>32786</b>	
<b>INSURER C : Evanston Insurance Company</b> <b>35378</b>	
<b>INSURER D : LUBA Workers Comp Casualty Insurance Company</b> <b>12472</b>	
<b>INSURER E : 123ocp.com</b>	
<b>INSURER F : Berkley Fire &amp; Marine Underwriters</b>	

<b>INSURED</b>  <b>L&amp;M Contractors, LLC</b> PO BOX 1335 Elrod, AL 35458	<b>INSURER A : Clear Blue Specialty Insurance Co.</b>	
	<b>INSURER B : Progressive Specialty Insurance Company</b> <b>32786</b>	
<b>INSURER C : Evanston Insurance Company</b> <b>35378</b>		
<b>INSURER D : LUBA Workers Comp Casualty Insurance Company</b> <b>12472</b>		
<b>INSURER E : 123ocp.com</b>		
<b>INSURER F : Berkley Fire &amp; Marine Underwriters</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. 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	
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<b>X</b>		<b>AR01-RS-2306948-00</b>	<b>10/19/2023</b>	<b>10/19/2024</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>100,000</b>
							MED EXP (Any one person)	\$ <b>5,000</b>
							PERSONAL & ADV INJURY	\$ <b>1,000,000</b>
							GENERAL AGGREGATE	\$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>
								\$
<b>B</b>	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>		<b>974700211</b>	<b>11/2/2023</b>	<b>11/2/2024</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ <b>1,000,000</b>
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<b>X</b>		<b>MKL4EUL104905</b>	<b>11/16/2023</b>	<b>10/19/2024</b>	EACH OCCURRENCE	\$ <b>2,000,000</b>
							AGGREGATE	\$ <b>2,000,000</b>
								\$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	<b>N / A</b>		<b>23346</b>	<b>11/2/2023</b>	<b>11/2/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE	\$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT	\$ <b>1,000,000</b>
<b>E</b>	<b>Owners &amp; Contractors</b>	<b>X</b>		<b>OCP-MAR-0000928</b>	<b>8/15/2024</b>	<b>5/1/2025</b>	<b>OCP</b>	<b>1,000,000</b>
<b>F</b>	<b>Builders Risk</b>	<b>X</b>		<b>1095220</b>	<b>8/15/2024</b>	<b>8/15/2025</b>	<b>Builders Risk</b>	<b>1,117,977</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Cook Coggin Engineers, Inc. (Engineer) is additional insured with respect to all listed policies when required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Tupelo 71 East Troy Street Tupelo, MS 38804	<b>CANCELLATION</b>  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  



# CERTIFICATE OF LIABILITY INSURANCE

200

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						RETENTION \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

### CERTIFICATE HOLDER

### CANCELLATION

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



**American Rescue Plan Act (ARPA) Mandatory Addendum  
(Revised 2/1/2024)**

**Compliance with Federal Law, Regulations and Executive Orders**

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

**Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer,

advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the

discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

#### **Minority and Women Business Enterprises**

This contract was procured by the OWNER taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- 2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- 5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and for the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned

and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

- 6) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

Entities and contractors were previously required to provide proof of compliance to 2 CFR

200.321 by providing proof of submitting solicitation to the Mississippi Procurement Technical Assistance Program (MPTAP) *and* proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023 requires awardees to show proof

of compliance *by one of the two methods*, or both should they choose to. An email detailing

the project should be sent to Agency Bid Bank [agencybidbank@mississippi.org](mailto:agencybidbank@mississippi.org) You should receive a confirmation to retain in order to demonstrate proof of compliance.

#### **Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

#### **Davis-Bacon Act**

For construction projects over \$10 million (based on expected total cost):

All laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly

known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly and hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

Other applicable language contained in 29 C.F.R. § 5.5(a) shall apply.

#### **Copeland “Anti-Kickback” Act**

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **Contract Work Hours and Safety Standards Act**

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer

- or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **Rights to Inventions Made Under a Contract or Agreement**

The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.

Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct. Unless prohibited by Mississippi law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract.

Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance. For the purposes of this Section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

### **Clean Air Act and Federal Water Pollution Control Act**

#### *Clean Air Act*

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

#### *Federal Water Pollution Control Act*

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

### **Debarment and Suspension**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals

(defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at [www.sam.gov](http://www.sam.gov).

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

***A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.***

**Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002



of the Solid Waste Disposal Act.

#### **Access to Records**

The Contractor agrees to provide OWNER and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

#### **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### **Publications**

Any publications produced with funds from this award must display the following language: "This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury."

### **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

### **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

### **Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

### **Remedies**

Unless stated otherwise in this Contract, or in any of the Contract Documents, in the event Contractor defaults or fails to perform any requirement contained herein, Owner may pursue any remedy at law or equity to enforce the terms of this agreement, including, but not limited to, actual and punitive damages, liquidated damages, and/or specific performance. This provision shall not constitute a waiver of any other right possessed by the Owner.

### **Termination for Cause and Convenience**

Unless stated otherwise in this Contract, or in any of the Contract Documents, the parties

agree to the following:

*Termination for Convenience.* The Owner may terminate this Contract, in whole or in part, for any reason, upon five (5) days written notice to the Contractor. In such event, the Owner shall pay the Contractor its costs, including reasonable Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its final claim to the Owner to be paid by the Owner. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in a manner the Owner directs.

*Termination for Breach.* Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of the Contract.

**[SIGNATURES ON FOLLOWING PAGE]**

OWNER:

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_

Name: Todd Jordan

Title: Mayor

Date: July 18, 2024

CONTRACTOR:

L&M CONTRACTORS, LLC

By:  \_\_\_\_\_

Name: Brett Lansdell

Title: President

Date: July 18, 2024

**BYRD ANTI-LOBBYING  
AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
– REQUIRED FOR CONTRACTS OVER \$100,000**

Certification for Contracts, Grants, Loans, and Cooperative Agreements


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor L&M CONTRACTORS, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

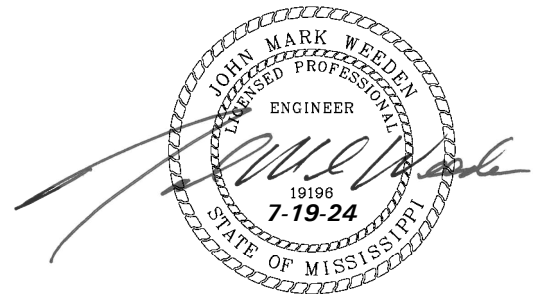
  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Brett Lansdell, President  
Name and Title of Contractor's Authorized Official

July 18, 2024  
Date



**SPECIFICATIONS  
AND  
EXECUTED CONTRACT DOCUMENTS  
FOR  
TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH  
FOR  
CITY OF TUPELO  
LEE COUNTY, MISSISSIPPI  
FAIN: SLFR2621**



**BID NO 2024-045WL  
CCE 3-10113**

**JULY 2024**

CONTRACT AGREEMENT

This Agreement, made this the 8th day of August, 2024, by and between **EUBANK CONSTRUCTION CO., INC.**, hereinafter called the Contractor, and the **CITY OF TUPELO**, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of **TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH, BID NO. 2024-045WL** for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated **JULY 2024** and Construction Plans entitled **TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH, BID NO. 2024-045WL** Sheets 1 through 12, dated **JULY 2024**, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of One Million, Five Hundred and Sixty Thousand 00/100----- Dollars (\$1,560,000.00-----) being the amount of the accepted proposal for **TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH, BID NO. 2024-045WL** subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 180 consecutive calendar days from and including the starting date stated in said notice unless this period is



extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$500.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

#### Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

#### Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents. Article 7.

GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: CITY OF TUPELO

CONTRACTOR: EUBANK CONSTRUCTION CO., INC.

By \_\_\_\_\_

By 

Title Mayor Todd Jordan

Title Alan Thompson, President

ATTEST: \_\_\_\_\_

ATTEST: 

Title \_\_\_\_\_

Title Secretary

PERFORMANCE BOND

Bond No. EACX4044422

KNOW ALL MEN BY THESE PRESENTS: that

***EUBANK CONSTRUCTION CO., INC.***

(Name of Contractor)

***2011 N. 2ND STREET, BOONEVILLE, MS 38829***

(Address of Contractor)

a \_\_\_\_\_ Corporation  
, hereinafter called (Corporation, Partnership, or Individual)

Principal, and \_\_\_\_\_ Endurance Assurance Corporation  
(Name of Surety)  
4 Manhattanville Road, Purchase, NY 10577 (914) 468-8000  
(Address of Surety)

hereinafter called Surety, and held and firmly bound unto \_\_\_\_\_

***CITY OF TUPELO***

(Name of Owner)

***71 EAST TROY STREET, TUPELO, MS 38804***

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Million, Five Hundred and Sixty

Thousand 00/100----- Dollars (\$ 1,560,000.00----- )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 8th day of August, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

***TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH***

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise

10113 00 61 13-16 Performance Bond


2024.07.03 Page 1 of 2

to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4  
(Number)  
counterparts, each one of which shall be deemed an original, this the 8th  
day of August, 2024.


ATTEST:  
  
(Principal) Secretary

EUBANK CONSTRUCTION CO., INC.  
Principal  
BY   
Alan Thompson, President

(SEAL) 2011 N. 2nd St Booneville MS 38829  
(Address)

2011 N. 2ND STREET, BOONEVILLE, MS 38829  
(Address)

Endurance Assurance Corporation  
(Surety)

ATTEST:  
(SEAL)  
  
(Witness to Surety) Hillary D. Shepard

BY   
Attorney-in-Fact Veronica Lawver, Attorney-in-Fact  
MS License No. 10778118

Founders Series of Lockton Companies, LLC  
(Address)  
444 W. 47th Street, Suite 900  
Kansas City, MO 64112

4 Manhattanville Road  
(Address)  
Purchase, NY 10577 (914) 468-8000

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

Bond No. EACX4044422

KNOW ALL MEN BY THESE PRESENTS: that

**EUBANK CONSTRUCTION CO., INC.**

(Name of Contractor)

**2011 N. 2ND STREET, BOONEVILLE, MS 38829**

(Address of Contractor)

a Corporation

, hereinafter called (Corporation, Partnership, or Individual)

Principal, and Endurance Assurance Corporation

(Name of Surety)

4 Manhattanville Road, Purchase, NY 10577 (914) 468-8000

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

**CITY OF TUPELO**

(Name of Owner)

**71 EAST TROY STREET, TUPELO, MS 38804**

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Million, Five Hundred and Sixty  
Thousand 00/100----- Dollars

(\$ 1,560,000.00-----) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 8th day of August, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

**TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

09935

00 61 13-16

Payment Bond

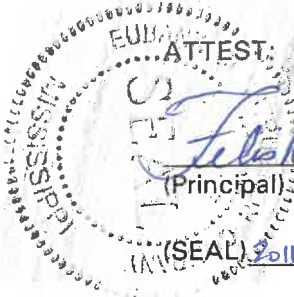
2024.06.03

Page 1 of 2

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each (Number) one of which shall be deemed an original, this the 8th day of August, 2024.



Felisha Dreen  
(Principal) Secretary

EUBANK CONSTRUCTION CO., INC.  
Principal  
BY Alan Thompson  
Alan Thompson, President

(SEAL) 2011 N. 2nd St Booneville MS 38829

2011 N. 2ND STREET, BOONEVILLE, MS 38829  
(Address)

Endurance Assurance Corporation  
(Surety)

ATTEST:

(SEAL)

Hillary D. Shepard  
(Witness to Surety) Hillary D. Shepard

BY Veronica Lawver  
Attorney-in-Fact Veronica Lawver, Attorney-in-Fact  
MS License No. 10778118

Founders Series of Lockton Companies, LLC  
(Address)  
444 W. 47th Street, Suite 900  
Kansas City, MO 64112

4 Manhattanville Road  
(Address)  
Purchase, NY 10577 (914) 468-8000

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

09935

00 61 13-16

Payment Bond

2024.06.03

Page 2 of 2

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Rebecca S. Leal, C. Stephens Griggs, Tahitia M. Fry, Charles R. Teter, III, Jeffrey C. Carey, Evan D. Sizemore, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Veronica Lawver, Lauren Scott, Hillary D. Shepard, Erin C. Lavin, Kristin D. Thurber, Danielle R. Capps, Mariana Walker** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation**  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel

**Endurance American Insurance Company**  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel

**Lexon Insurance Company**  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel

**Bond Safeguard Insurance Company**  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



**ACKNOWLEDGEMENT**

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 3/9/27



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,** and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 12<sup>th</sup> day of August, 2024.

By: *Daniel S. Lurie*  
Daniel S. Lurie, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



# CERTIFICATE OF LIABILITY INSURANCE

8/12/2025

DATE (MM/DD/YYYY)  
8/12/2024

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).

<b>PRODUCER</b> LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> _____	<b>FAX (A/C. No.):</b> _____	
	<b>PHONE (A/C. No. Ext.):</b> _____	<b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> The Travelers Indemnity Company		25658
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
<b>INSURED</b> 1546459 DM GARY HOLDING COMPANY 7500 COLLEGE BLVD, SUITE 775 OVERLAND PARK KS 66210	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 20831877      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input 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		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A		NOT APPLICABLE			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	OWNERS AND CONTRACTORS PROTECTIVE	Y N	PRS-8J959931-IND	8/12/2024	8/12/2025	\$1,000,000 PER OCC/\$2,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: TWL LS REPLACEMENT FOR CLIFF GOOKIN #1 & #2 & MID-SOUTH, BID NO 2024-045WL FOR CITY OF TUPELO. EUBANK CONSTRUCTION COMPANY, INC. AND COOK COGGINS ENGINEERS, INC. ARE ADDITIONAL INSURED ON OWNERS CONTRACTORS PROTECTIVE LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

<b>CERTIFICATE HOLDER</b>  <b>20831877</b> EUBANK CONSTRUCTION COMPANY, INC. ATTN: MR. ALAN THOMPSON, PRESIDENT 2011 N. 2ND STREET BOONEVILLE MS 38829	<b>CANCELLATION</b>  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:  
--	---







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	<b>EXCESS LIAB</b>							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED						RETENTION \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

### CERTIFICATE HOLDER

### CANCELLATION

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

Mandatory Addendum to  
All City of Tupelo Contracts  
August 2019

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.  
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.  
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.  
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.  
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.  
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.  
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.  
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.  
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.  
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.  
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.  
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
  
17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.  
Miss. Code Anno. 21-27-1
  
18. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.  
MS AG Ops. 2012-00013

**American Rescue Plan Act (ARPA) Mandatory Addendum  
(Revised 2/1/2024)**

**Compliance with Federal Law, Regulations and Executive Orders**

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

**Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer,

advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the

discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

#### **Minority and Women Business Enterprises**

This contract was procured by the OWNER taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- 2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- 5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and for the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned



and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

- 6) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

Entities and contractors were previously required to provide proof of compliance to 2 CFR

200.321 by providing proof of submitting solicitation to the Mississippi Procurement Technical Assistance Program (MPTAP) *and* proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023 requires awardees to show proof

of compliance *by one of the two methods*, or both should they choose to. An email detailing

the project should be sent to Agency Bid Bank [agencybidbank@mississippi.org](mailto:agencybidbank@mississippi.org) You should receive a confirmation to retain in order to demonstrate proof of compliance.

#### **Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

#### **Davis-Bacon Act**

For construction projects over \$10 million (based on expected total cost):

All laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly

known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly and hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

Other applicable language contained in 29 C.F.R. § 5.5(a) shall apply.

#### **Copeland “Anti-Kickback” Act**

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **Contract Work Hours and Safety Standards Act**

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer

- or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **Rights to Inventions Made Under a Contract or Agreement**

The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.

Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.

Unless prohibited by Mississippi law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract.

Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance. For the purposes of this Section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

### **Clean Air Act and Federal Water Pollution Control Act**

#### *Clean Air Act*

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

#### *Federal Water Pollution Control Act*

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

### **Debarment and Suspension**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals

(defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at [www.sam.gov](http://www.sam.gov).

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

***A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.***

**Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002

of the Solid Waste Disposal Act.

#### **Access to Records**

The Contractor agrees to provide OWNER and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

#### **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### **Publications**

Any publications produced with funds from this award must display the following language: "This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury."

### **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

### **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

### **Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

### **Remedies**

Unless stated otherwise in this Contract, or in any of the Contract Documents, in the event Contractor defaults or fails to perform any requirement contained herein, Owner may pursue any remedy at law or equity to enforce the terms of this agreement, including, but not limited to, actual and punitive damages, liquidated damages, and/or specific performance. This provision shall not constitute a waiver of any other right possessed by the Owner.

### **Termination for Cause and Convenience**

Unless stated otherwise in this Contract, or in any of the Contract Documents, the parties

agree to the following:

*Termination for Convenience.* The Owner may terminate this Contract, in whole or in part, for any reason, upon five (5) days written notice to the Contractor. In such event, the Owner shall pay the Contractor its costs, including reasonable Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its final claim to the Owner to be paid by the Owner. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in a manner the Owner directs.

*Termination for Breach.* Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of the Contract.

**[SIGNATURES ON FOLLOWING PAGE]**



OWNER:

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_

Name: Todd Jordan

Title: Mayor

Date: August 8, 2024

CONTRACTOR:

EUBANK CONSTRUCTION CO., INC.

By:  \_\_\_\_\_

Name: Alan Thompson

Title: President

Date: August 8, 2024

**BYRD ANTI-LOBBYING  
AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
– REQUIRED FOR CONTRACTS OVER \$100,000**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, EUBANK CONSTRUCTION CO., INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

Alan Thompson, President  
Name and Title of Contractor's Authorized Official

August 8, 2024  
Date

**ATTACHMENT C  
SUBAWARD TERMS AND CONDITIONS  
FOR CONTRACTED PARTIES**

**1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

**2. DEBARMENT AND SUSPENSION**

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

**3. INDEMNIFICATION**

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### 4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### 5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

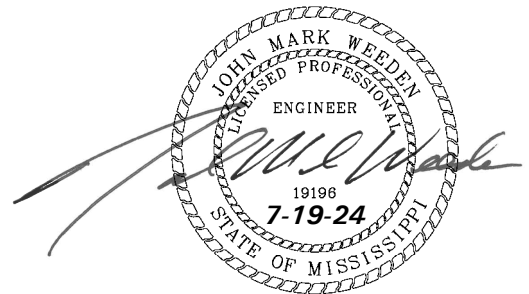
#### **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.



**SPECIFICATIONS  
AND  
EXECUTED CONTRACT DOCUMENTS  
FOR  
TWL VERONA LS/GSL & FEEMSTER LAKE GSL REPLACEMENT  
FOR  
CITY OF TUPELO  
LEE COUNTY, MISSISSIPPI  
FAIN: SLFR2621**



**BID NO 2024-046WL  
CCE 3-10120**

**JULY 2024**



CONTRACT AGREEMENT

This Agreement, made this the 8th day of August, 2024, by and between ENSCOR, LLC, hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of TWL VERONA LS/GSL & FEEMSTER LAKE GSL REPLACEMENT, BID NO. 2024-046WL for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated JULY 2024 and Construction Plans entitled TWL VERONA LS/GSL & FEEMSTER LAKE GSL REPLACEMENT, BID NO. 2024-046WL Sheets 1 through 14, dated JULY 2024, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of Nine Hundred and Three Thousand, Three Hundred 00/100----- Dollars (\$903,300.00-----) being the amount of the accepted proposal for TWL VERONA LS/GSL & FEEMSTER LAKE GSL REPLACEMENT , BID NO. 2024-046WL subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 120 consecutive calendar days from and including the starting date stated in said notice unless this period is

extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$500.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

#### Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

#### Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents. Article 7.

GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: **CITY OF TUPELO**

CONTRACTOR: **ENSCOR, LLC**

By \_\_\_\_\_

By  \_\_\_\_\_

Title Mayor Todd Jordan

Title Jeff Smith, Owner

ATTEST: \_\_\_\_\_

ATTEST:  \_\_\_\_\_

Title \_\_\_\_\_

Title Project Manager

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

**ENSCOR, LLC**

(Name of Contractor)

**5566 COMMANDER DRIVE, ARLINGTON, TN 38002**

(Address of Contractor)

a **Limited Liability Company**

, hereinafter called (Corporation, Partnership, or Individual)

Principal, and **Travelers Casualty & Surety Company of America**

(Name of Surety)

**One Tower Square, Hartford, CT 06183**

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

**CITY OF TUPELO**

(Name of Owner)

**71 EAST TROY STREET, TUPELO, MS 38804**

(Address of Owner)

hereinafter called OWNER, in the penal sum of Nine Hundred and Three Thousand,

Three Hundred 00/100----- Dollars (\$ 903,300.00----- )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 8th day of August, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

**TWL VERONA LS/GSL & FEEMSTER LAKE GSL REPLACEMENT**

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise

to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 (Number)

counterparts, each one of which shall be deemed an original, this the 8th day of August, 2024.

ATTEST:

Cynthia H. Amies  
(Principal) ~~Secretary~~

ENSCOR, LLC  
Principal  
BY Jeff Smith  
Jeff Smith, Owner

(SEAL) 5566 Commander Dr  
(Address) Arlington, TN 38002

5566 COMMANDER DRIVE, ARLINGTON, TN 38002  
(Address)

Travelers Casualty & Surety Company of America  
(Surety)

ATTEST:

(SEAL) Alisha Tidwell  
(Witness to Surety) Alisha Tidwell

BY Cooper W. Permenter  
Attorney-in-Fact Cooper W. Permenter, MS Resident Agent

1661 International Dr., Ste. 300, Memphis, TN 38120  
(Address)

1661 International Dr., Ste. 300, Memphis, TN 38120  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.  
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Bond No. 108103920

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

**ENSCOR, LLC**

(Name of Contractor)

**5566 COMMANDER DRIVE, ARLINGTON, TN 38002**

(Address of Contractor)

a Limited Liability Corporation  
, hereinafter called (Corporation, Partnership, or Individual)

Principal, and Travelers Casualty & Surety Company of America  
(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

**CITY OF TUPELO**

(Name of Owner)

**71 EAST TROY STREET, TUPELO, MS 38804**

(Address of Owner)

hereinafter called OWNER, in the penal sum of Nine Hundred and Three Thousand,  
Three Hundred 00/100----- Dollars  
(\$ 903,300.00-----) in lawful money of the United States, for the payment of  
which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the 8th day of August, 2024,  
a copy of which is hereto attached and made a part hereof for the construction of:

**TWLVERONA LS/GSL & FEEMSTER LAKE GSL REPLACEMENT**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
SUBCONTRACTORS, and corporations furnishing materials for performing labor in the  
prosecution of the WORK provided for in such contract, and any authorized extension or  
modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal  
and coke, repairs on machinery, equipment and tools, consumed or used in connection with  
the construction of such WORK, and all insurance premiums on said WORK, and for all labor,  
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation  
shall be void; otherwise to remain in full force and effect.

10120

00 61 13-16

Payment Bond

2024.07.03

Page 1 of 2

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each (Number) one of which shall be deemed an original, this the 8th day of August, 2024.

ATTEST:

Cynthia H. Amos  
(Principal) ~~Secretary~~

ENSCOR, LLC  
Principal  
BY Jeff Smith  
Jeff Smith, Owner

(SEAL) \_\_\_\_\_

5566 COMMANDER DRIVE, ARLINGTON, TN 38002  
(Address)

Travelers Casualty & Surety Company of America  
(Surety)

ATTEST:

(SEAL)  
Alisha Tidwell  
(Witness to Surety) Alisha Tidwell

BY Cooper W. Permenter  
Attorney-in-Fact Cooper W. Permenter, MS Resident Agent

1661 International Dr., Ste. 300, Memphis, TN 38120  
(Address)

1661 International Dr., Ste. 300, Memphis, TN 38120  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.  
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COOPER W. PERMENTER** of **MEMPHIS Tennessee**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

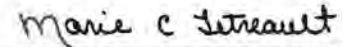
By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

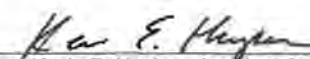
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of August, 2024



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2024

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).

<b>PRODUCER</b> Hub International Mid-South 1661 International Drive Suite #300 Memphis, TN 38120	<b>CONTACT NAME:</b> Ashley Crews <b>PHONE (A/C, No, Ext):</b> (901) 341-6320 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ashley.crews@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> BITCO General Insurance Corporation <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

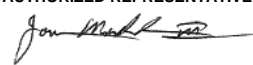
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. 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 <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CLP3736442B	11/10/2023	11/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>Poll Aggregate</b> \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAP3736443B	11/10/2023	11/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUP3736444B	11/10/2023	11/10/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC3736441	11/10/2023	11/10/2024	<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
A	Installation			CLP3736442B	11/10/2023	11/10/2024	Any One Jobsite 2,250,000
A	Equipment Floater			CLP3736442B	11/10/2023	11/10/2024	Rented/Leased Equip 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Contract #: 2024-046WL, TWL Verona LS/GSL & Feemster Lake GSL Replacement  
 Certificate Holder is additional insured on a primary and noncontributory basis regarding the General Liability, Automobile Liability, and Umbrella Liability policies with respect to the services/work to be performed, only if required by written contract. A Waiver of Subrogation applies in favor of Certificate Holder for the General Liability, Auto Liability, Workers' Compensation, and Umbrella Liability policies only if required by written contract, only as permitted by law. All coverage is subject to policy terms and conditions.

COI Holder Continued:  
SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER** **CANCELLATION**

City of Tupelo 71 East Troy Street Tupelo, MS 38804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Hub International Mid-South</b>		NAMED INSURED <b>ENSCOR, LLC</b> 5566 Commander Drive Arlington, TN 38002 Shelby	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

**Cook Coggin Engineers, Inc.**  
 703 Crossover Road  
 Tupelo, MS 38801

**Cook Coggin Engineers, Inc. and City of Tupelo are additional insured on a primary and noncontributory basis regarding the General Liability, Automobile Liability, and Umbrella Liability policies with respect to the services/work to be performed, only if required by written contract. A Waiver of Subrogation applies in favor of Cook Coggin Engineers, Inc. and City of Tupelo for the General Liability, Auto Liability, Workers' Compensation, and Umbrella Liability policies only if required by written contract, only as permitted by law. All coverage is subject to policy terms and conditions.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
<b>INSURER(S) AFFORDING COVERAGE</b>		
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	<b>EXCESS LIAB</b>							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED						RETENTION \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N					E.L. DISEASE - EA EMPLOYEE	\$
		<input type="checkbox"/> N / A					E.L. DISEASE - POLICY LIMIT	\$

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

### CERTIFICATE HOLDER

### CANCELLATION

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

Mandatory Addendum to  
All City of Tupelo Contracts  
August 2019

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.  
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.  
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.  
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.  
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.  
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.  
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.  
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.  
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.  
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.  
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.  
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.  
Miss. Code Anno. 21-27-1
18. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.  
MS AG Ops. 2012-00013

**American Rescue Plan Act (ARPA) Mandatory Addendum  
(Revised 2/1/2024)**

**Compliance with Federal Law, Regulations and Executive Orders**

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

**Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer,



advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the

discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

#### **Minority and Women Business Enterprises**

This contract was procured by the OWNER taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- 2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- 5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and for the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned

and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

- 6) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

Entities and contractors were previously required to provide proof of compliance to 2 CFR

200.321 by providing proof of submitting solicitation to the Mississippi Procurement Technical Assistance Program (MPTAP) *and* proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023 requires awardees to show proof

of compliance *by one of the two methods*, or both should they choose to. An email detailing

the project should be sent to Agency Bid Bank [agencybidbank@mississippi.org](mailto:agencybidbank@mississippi.org) You should receive a confirmation to retain in order to demonstrate proof of compliance.

#### **Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

#### **Davis-Bacon Act**

For construction projects over \$10 million (based on expected total cost):

All laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly

known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly and hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

Other applicable language contained in 29 C.F.R. § 5.5(a) shall apply.

#### **Copeland “Anti-Kickback” Act**

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **Contract Work Hours and Safety Standards Act**

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer

- or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **Rights to Inventions Made Under a Contract or Agreement**

The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.

Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct. Unless prohibited by Mississippi law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract.

Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance. For the purposes of this Section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

### **Clean Air Act and Federal Water Pollution Control Act**

#### *Clean Air Act*

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

#### *Federal Water Pollution Control Act*

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

### **Debarment and Suspension**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals

(defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at [www.sam.gov](http://www.sam.gov).

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

***A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.***

**Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002

of the Solid Waste Disposal Act.

**Access to Records**

The Contractor agrees to provide OWNER and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

**No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the



Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### **Publications**

Any publications produced with funds from this award must display the following language: "This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury."

### **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

### **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

### **Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

### **Remedies**

Unless stated otherwise in this Contract, or in any of the Contract Documents, in the event Contractor defaults or fails to perform any requirement contained herein, Owner may pursue any remedy at law or equity to enforce the terms of this agreement, including, but not limited to, actual and punitive damages, liquidated damages, and/or specific performance. This provision shall not constitute a waiver of any other right possessed by the Owner.

### **Termination for Cause and Convenience**

Unless stated otherwise in this Contract, or in any of the Contract Documents, the parties

agree to the following:

*Termination for Convenience.* The Owner may terminate this Contract, in whole or in part, for any reason, upon five (5) days written notice to the Contractor. In such event, the Owner shall pay the Contractor its costs, including reasonable Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its final claim to the Owner to be paid by the Owner. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in a manner the Owner directs.

*Termination for Breach.* Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of the Contract.

**[SIGNATURES ON FOLLOWING PAGE]**

OWNER:

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_

Name: Todd Jordan

Title: Mayor

Date: August 8, 2024

CONTRACTOR:

ENSCOB, LLC

By:  \_\_\_\_\_

Name: Jeff Smith

Title: Owner

Date: August 8, 2024

**BYRD ANTI-LOBBYING  
AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
– REQUIRED FOR CONTRACTS OVER \$100,000**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor ENSCOR, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jeff Smith, Owner  
Name and Title of Contractor's Authorized Official

August 8, 2024  
Date

STP-0430-00 (021) LPA / 107362-70100  
 CONSTRUCTION OF SIDEWALK CROSSINGS AT VARIOUS LOCATIONS  
 IN TUPELO, MS

## CHANGE ORDER

Order No.: 2  
 Date: 8/16/2024  
 Agreement Date: 8/16/2024  
 Project: CONSTRUCTION OF SIDEWALK CROSSING IMPROVEMENTS  
 AT VARIOUS LOCATIONS IN TUPELO, MS  
 OWNER: CITY OF TUPELO, MS

The following changes are hereby made to the CONTRACT DOCUMENTS:

<u>Total Direct Pay Items</u>	<u>Original</u> <u>Quantity</u>	<u>Current</u> <u>Quantity</u>	<u>Unit</u> <u>Price</u>	<u>Current</u> <u>Amount</u>	<u>Current</u> <u>Total</u>
Clearing and Grubbing	1	1	\$ 10,000.00	\$ -	\$ 10,000.00
Removal of Obstructions	1	1	\$ 5,000.00	\$ -	\$ 5,000.00
Removal of Asphalt Pavement, All Depths	280	357.79	\$ 25.00	\$ 1,944.75	\$ 8,944.75
Removal of Concrete Sidewalk	22	68	\$ 50.00	\$ 2,300.00	\$ 3,400.00
Removal of Curb & Gutter, All Types	80	195.5	\$ 25.00	\$ 2,887.50	\$ 4,887.50
Removal of Curb Inlet	1	1	\$ 2,500.00	\$ -	\$ 2,500.00
Removal of Traffic Stripe	204	63.9	\$ 5.00	\$ (700.50)	\$ 319.50
Borrow Excavation, AH, FMA, Class B9	145	122.28	\$ 40.00	\$ (908.80)	\$ 4,891.20
Excess Excavation, FM, AH	19	69.17	\$ 50.00	\$ 2,508.50	\$ 3,458.50
Geotextile Stabilization, Type V	48	108.11	\$ 10.00	\$ 601.10	\$ 1,081.10
Topsoil for Slope Treatment	37	0	\$ 50.00	\$ (1,850.00)	\$ -
Solid Sodding	392	369.26	\$ 10.00	\$ (227.40)	\$ 3,692.60
Watering	8	0	\$ 20.00	\$ (160.00)	\$ -
Insect Pest Control	1	0	\$ 30.00	\$ (30.00)	\$ -
Temporary Grassing	1	0	\$ 2,500.00	\$ (2,500.00)	\$ -
Wattles, 12"	294	0	\$ 15.00	\$ (4,410.00)	\$ -
Sandbags	101	37	\$ 20.00	\$ (1,280.00)	\$ 740.00
Size 610 Crushed Stone Base	6	71.18	\$ 250.00	\$ 16,295.00	\$ 17,795.00
12.5 mm ST Asphalt Pavement	36	30.29	\$ 325.00	\$ (1,855.75)	\$ 9,844.25
9.5 mm ST Asphalt Pavement	94	155.6	\$ 300.00	\$ 18,480.00	\$ 46,680.00
Cold Milling of Bituminous Pavement	1132	1538.56	\$ 30.00	\$ 12,196.80	\$ 46,156.80
Saw Cut, Full Depth	1051	1106	\$ 15.00	\$ 825.00	\$ 16,590.00
Class "B" Structural Concrete	3	2.16	\$ 2,700.00	\$ (2,268.00)	\$ 5,832.00
Reinforcing Steel	221	202	\$ 5.00	\$ (95.00)	\$ 1,010.00
12" Reinforced Concrete Pipe, Class V	10	10	\$ 250.00	\$ -	\$ 2,500.00
22" X 13" Concrete Arch Pipe	15	15	\$ 250.00	\$ -	\$ 3,750.00
4" Non-perforated Pipe for Underdrains	43	40	\$ 20.00	\$ (60.00)	\$ 800.00
Adjustment of Inlets	1	1	\$ 2,500.00	\$ -	\$ 2,500.00
Concrete Sidewalk, Without Reinforcement	237	332.22	\$ 90.00	\$ 8,569.80	\$ 29,899.80
Detectable Warning Panels	72	144	\$ 100.00	\$ 7,200.00	\$ 14,400.00
Concrete Curb, Header	405	533	\$ 35.00	\$ 4,480.00	\$ 18,655.00
Combination Concrete Curb & Gutter	247	411.08	\$ 40.00	\$ 6,563.20	\$ 16,443.20
Concrete Driveway, Without Reinforcement	48	50.78	\$ 150.00	\$ 417.00	\$ 7,617.00
10 in Concrete Median and/or Island Pavement	3	2.22	\$ 400.00	\$ (312.00)	\$ 888.00
4 in Concrete Median and/or Island Pavement	20	18.32	\$ 100.00	\$ (168.00)	\$ 1,832.00

Standard Roadside Construction Signs < 10 S.F.	157	156.6	\$	14.00	\$	(5.60)	\$	2,192.40
Standard Roadside Construction Signs > 10 S.F.	98	97.5	\$	14.00	\$	(7.00)	\$	1,365.00
Changeable Message Sign	4	2	\$	5,200.00	\$	(10,400.00)	\$	10,400.00
Barricades, Type III	498	228	\$	35.00	\$	(9,450.00)	\$	7,980.00
Traffic Stripe, Continuous White	357	890.53	\$	2.50	\$	1,333.83	\$	2,226.33
Traffic Stripe, Continuous Yellow	1550	1595.17	\$	2.50	\$	112.93	\$	3,987.93
Thermoplastic Legend, White	254	332	\$	18.00	\$	1,404.00	\$	5,976.00
Delineators, Flexible Post Mounted	42	47	\$	700.00	\$	3,500.00	\$	32,900.00
Relocation of Existing Lighting Assemblies	1	0	\$	15,000.00	\$	(15,000.00)	\$	-
Railway-Highway provisions	1	1	\$	50,000.00	\$	-	\$	50,000.00
<b>SUBTOTAL</b>							\$	<b>409,135.86</b>

Total Participating Dependent Items

Maintenance of Traffic	1	1	\$	15,000.00	\$	-	\$	15,000.00
Mobilization	1	1	\$	50,000.00	\$	-	\$	50,000.00
Roadway Construction Stakes	1	1	\$	5,000.00	\$	-	\$	5,000.00
<b>SUBTOTAL</b>							\$	<b>70,000.00</b>

\$ 479,135.86

Justification:

After the project was finalized, each Pay Item was field checked and verified to determine the final quantities for pay. The updated amounts for each Pay Item reflect those changes.




ORIGINAL CONTRACT PRICE	\$	439,204.50
CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$	446,134.30
The CONTRACT PRICE due to this CHANGE ORDER will be increased by	\$	33,001.56
The new Contract PRICE including this CHANGE ORDER will be:	\$	479,135.86
The CONTRACT TIME will be increased by <u>1</u> working day		

Approvals required:

Requested by (OWNER):

Recommended by (ENGINEER):

Accepted by (CONTRACTOR):

AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING

BETWEEN

TUPELO PUBLIC SCHOOL DISTRICT  
AND  
TUPELO POLICE DEPARTMENT

REGARDING THE

SCHOOL RESOURCE OFFICER PROGRAM

AMENDED 2024



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**MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the purpose of this Memorandum of Understanding (MOU) is to establish a School Resource Officer Program and to set forth guidelines to ensure that officers of the Tupelo Police Department, Tupelo Public School District (TPSD) officials, and the communities they serve have a shared understanding of the goals of the School Resource Officer (SRO) Program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

**WHEREAS**, the parties agree that an effective SRO Program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; minimum SRO training requirements; and promotion of non-punitive approaches to student behavior;

**WHEREAS**, this agreement shall amend the previous MOU adopted August 15, 2022.

**NOW, THEREFORE**, by incorporating the prefatory findings contained herein, the parties agree as follows:

**I. ROLE OF THE SCHOOL RESOURCE OFFICER IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO Program is to improve school safety and the educational climate at the school, not to enforce school discipline or punish students.
2. The School Resource Officer is a sworn TPD police officer employed by TPD and assigned to provide the law enforcement expertise and resources required to assist the school administrators in maintaining safety and order within their assigned school. TPD shall provide and assign ten SROs to TPSD schools.
3. The SRO will be considered an active member of the administrative team of his/her assigned school. As such, discipline normally imposed upon students for violations of law or school policy committed against a staff member, such as insubordination or assault, will be equally applied by school administrators to similar situations involving a student and an SRO.
4. The school buildings, grounds, and surroundings assigned to the SRO will be the equivalent of the SRO's police service area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school.
  - a. Pursuant to MCA §43-21-261, certain types of criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the police department.
  - b. In an emergency situation, the school shall call 911 and also notify the SRO.
  - c. In a non-emergency situation, the school should notify the SRO or call the non-emergency police department number. Information that is not of an emergency or urgent nature may be held for action by the SRO in the normal course of duty.
5. The SRO shall wear the regulation police uniform and operate a marked police cruiser while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to crime while bringing a positive impression of the TPD to students and staff in a non-confrontational setting.
6. The SRO shall also be responsible to assist with training for the school administration in law enforcement and related areas, such as disseminating pertinent information about crime trends and changes in law to the school administrative staff to assist them in effectively providing safe school environments.
  - a. SROs shall be integrated into the school community through participation in faculty and student meetings and assemblies as directed by school administration.
  - b. As coordinated through the administration, SROs may become involved in the school's curriculum and provide instruction that will enhance the student's understanding of the police mission. However,

responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal organized presentations shall be forwarded to the principal and approved prior to the presentation.

7. A critical element of the SRO Program is an open relationship and strong communication between the school principal and the SRO.

a. Each SRO shall meet weekly, or more frequently, if necessary, with the assigned school principals for the purpose of exchanging information about current crime trends, problem areas, cultural conflicts, or other areas of concern that may cause disruption at the school(s), or within the community.

b. SROs shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety.

8. SROs shall be responsible for monitoring cultural and social influences and activities in an effort to identify emerging youth gangs. All information concerning gangs shall be provided to the TPD Criminal Investigation Division.

9. Building-level school administrators shall participate in periodic performance reviews of the SRO.

10. SROs shall maintain daily activity reports and prepare summaries of these reports every nine weeks.

a. The summaries shall include, for each SRO, the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.

b. The summaries shall be provided to building-level school administrators, District-level school administrators, and the relevant law enforcement agency within 10 days after the end of each nine-week term.

11. Absent a real and immediate threat to student, teacher, or school/public safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, building-level school administrators shall have final authority in the building.

12. School Liaison Supervisor. The TPD will designate one SRO to serve as the School Liaison Supervisor (SLS).

a. The SLS will ensure coordination of resources, responses and effective information sharing between the TPSD Director of Security, the building administrators and the SROs.

b. The SLS will establish and maintain a working knowledge of and adhere to all laws, ordinances and regulations of city, state and federal governments as well as the written policies and procedures of the TPSD and laws regarding student safety and conduct.

c. The SLS will be a sworn Tupelo Police Department officer assigned to and tasked to work in coordination with the TPSD Superintendent or designee and Director of Security. As a sworn TPD police officer, the SLS reports to the Chief of Police through the TPD chain of command, and the SLS's reporting authority will be the Chief of Police or designee. However, for day-to-day operations, directives and general duties and responsibilities, the SLS's reporting authority will be the superintendent or designee.

d. The SLS will be the direct point of contact between the TPD and TPSD for operational and administrative school safety and security issues that are outside the established scope of control of the TPD structure. The SLS will manage and coordinate school security and safety issues and attempt to anticipate problems before they occur by providing research, analyses and recommendations to the TPSD Superintendent or designee.

e. The SLS will establish and maintain effective relationships with school personnel and law enforcement agencies to ensure a continued commitment to keep schools safe for all students to reach their learning potential in an environment that leaves teachers free to help accomplish this goal.

f. The SLS will assist the TPSD in developing policies, procedures and training programs to enhance the professional development of the SROs and school personnel.

g. Upon request, the school shall provide information to the station commander and the SLS to assist in preparing the annual personnel evaluation of the assigned SRO.

## **II. DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT**

13. SROs are responsible for criminal law issues, not school discipline issues.

14. Typically, incidents involving students that relate to minor public order offenses shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention. However, SROs may be called to enforce criminal law violations just as they would for crimes that occur off campus (e.g., issuance of criminal citation, ticket, or summons, filing of delinquency petition, referral to a probation officer, or actual arrest).

### III. RESPECT FOR THE RIGHTS OF STUDENTS

15. SRO Search. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO may conduct or participate in a search of a student's person, possessions, locker and/or car only where there is probable cause to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.

a. The SRO shall inform school administrators prior to conducting a probable cause search where practicable.

b. The SRO shall not ask school officials to search a student's person, possessions, locker or car in an effort to circumvent these protections.

16. School Official Search. School officials may conduct searches of a student's person, possessions, locker or car when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either the law or District / school policy, procedures or rules. The standard for the search is reasonable suspicion and the search must be justified in scope given such suspicion.

a. The SRO shall not become involved in school related searches unless specifically requested by the school official to provide security, protection or for the handling of contraband.

b. These searches must be at the direction and control of the school official.

17. Strip searches of students by either school officials or SROs is prohibited.

18. Absent a real and immediate threat to student, teacher, or school/public safety, other physically invasive searches by a school official or SRO shall not be conducted on a student.

19. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO shall not use physical force (including but not limited to Tasers, Mace, or other physical or chemical restraints) on a student. However, in all cases, SROs will follow Tupelo Police Department standard procedures when making an arrest, including the use of handcuffs.

20. Police Investigation and Questioning.

a. While an SRO has the authority to stop, question, interview and take police action without the prior authorization of the principal or contacting parents, the investigation and questioning of students during school hours or at school should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offenses not related to the operation of, or occurring at the school, should occur only in such situations where, for example, delay might result in danger to any person, flight from the jurisdiction by a person suspected of a crime, or destruction of evidence.

b. The SRO shall inform school administrators prior to questioning the student where practicable, SROs should coordinate their activities so that action between the TPD and TPSD is cooperative and in the best interest of the school and public safety.

c. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO may question or participate in the questioning of a student about conduct that could expose the student to court-involvement or arrest only after informing the student of his or her Miranda rights and only in the presence of the student's parent or guardian.

d. The SRO shall not ask a school official to question a student in an effort to circumvent these protections.

e. Absent a real and immediate threat to student, teacher, or public safety, a school official shall not ask an SRO to be present or participate in the questioning of a student that could expose the student to court-involvement or arrest.

### IV. RELEASE OF STUDENT INFORMATION

21. The release of student education records is governed by the Family Educational Rights and Privacy Act (FERPA). "School officials" may access and disclose education records only as authorized by FERPA. SROs

will be familiar with TPSD policies and applicable laws and regulations concerning the confidentiality of student records.

a. For purposes of access to student records, the SROs are considered "school officials" and may be provided student information as needed to carry out their duties related to the school environment. On a routine basis, the SRO's access to student records shall be limited to a system-wide TPSD look-up of directory information (defined on the TPSD notice attached hereto), that will include information on all students in the school system who have not opted-out of the disclosure of directory information.

b. Relative to students attending the school at which the SRO works, the SRO may access additional items of information, such as class schedule, that an SRO may need to perform his/her duties, but which are not designated as directory information. The SROs may have access to other student records only when needed to carry out his/her duties in the school environment and only as approved by the school principal.

c. SROs, as "school officials" may not disclose student records protected under FERPA, except as provided by FERPA.

22. "Law enforcement records" are those records, files, documents and other materials that are created and maintained by the SROs for the purpose of ensuring the physical safety and security of people and property in TPSD and/or the enforcement of any local, state or federal law, even if such records also serve the dual purpose of investigating and enforcing school disciplinary rules.

a. Because "law enforcement records" are not "education records" under FERPA, they are not subject to the disclosure restrictions of FERPA.

b. Law enforcement records shall not be comingled with education records maintained by the schools.

c. Copies of law enforcement records that are provided to school administrators for the purpose of school discipline become the education records of that student, and thus are subject to the disclosure restrictions of FERPA.

NOTE: The original law enforcement record maintained by the SRO, however, remains exempt from the disclosure restrictions of FERPA.

d. Any record that is created and maintained by the SRO exclusively for the purpose of a possible school disciplinary action against the student would fall outside the definition of "law enforcement records." Such records would be subject to FERPA restrictions.

23. TPD officials who are not assigned to the schools as part of the SRO Program and other law enforcement officials may have access to education records without parent consent only if:

a. TPSD has designated the information as directory information; or

b. the knowledge of the education record is needed to protect the health and safety of a student or other person in an emergency; or

c. TPSD is presented with a search warrant, subpoena or other valid court order requiring the release of education records to the law enforcement official or agency.

24. Health and Safety Emergency. Law enforcement officials seeking access to education records under the health and safety emergency exception should contact the student's principal and must present sufficient information for the principal to make the determination that a health and safety emergency, within the requirements of FERPA, exists. If an education record is disclosed under this exception, the student's file must contain a record of the basis for the disclosure (the "articulable and significant threat to the health or safety of a student or other individuals") and the parties to whom the information was disclosed.

25. Court Orders, Subpoenas, and Search Warrants. FERPA requires that school officials take reasonable steps to notify the parent(s) or student (if he/she is 18 or older) before any records are disclosed pursuant to a court order, subpoena or search warrant.

a. Such notice will not be provided if the court order, subpoena or search warrant indicates that it has been issued *ex parte*, or if it contains direction that the subject of the records should not be notified.

b. School officials will retain original education records and will provide copies in response to any court order, subpoena or search warrant.

c. Except where the court order, subpoena or search warrant indicates that it has been issued *ex parte* or if it contains direction that the subject of the records should not be notified, a record of any disclosure under this exception will be made in the student's file.

## V. ARREST PROCEDURES

26. SROs are expected to be familiar with school policies/rules and their application within the school system. Routinely, policy/rule infractions will not be handled as violations of law, but rather referred to the principal or designee for action. Any questions related to the enforcement of policies/rules versus laws within schools should be discussed with the principal. The specifically applies to general standards of conduct.

27. Students shall not be arrested at school, except where (a) the student poses a real and immediate threat to another student, teacher, or public safety; or (b) a judicial warrant specifically directs the arrest of the student in a school. In all other instances, the execution of an arrest warrant shall be undertaken at a location other than a school.

28. When an arrest of a student must occur at school, it should be done in a manner that minimizes disruption to the school and embarrassment to the student. Upon the arrest of a student, the SRO should immediately make a reasonable attempt to notify the student's parent/guardian of the arrest and the location to which the student will be taken. The following procedures will be followed where arrests of students or staff become necessary:

- \* The arrest of a student or employee of the TPSD with a warrant should be coordinated through the principal and accomplished after school hours, whenever practical.

- \* Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the Mississippi Code should be arrested for trespassing.

- \* Arrest of students or staff during school hours or on school grounds shall be reported fully to the principal as soon as practical.

## VI. ACCOUNTABILITY

29. The SRO Program shall set forth a simple and straightforward mechanism for any student, parent, teacher, principal, or other school administrator to submit a complaint, orally or in writing, of abuses or misconduct by an SRO. Any such complaint shall be made to the Tupelo Police Department in accordance with TPD SOP 4.04 Professional Compliance.

- a. Parents and students shall be permitted to submit a complaint in their native language.

- b. The complaint system shall be confidential only in accordance with the Tupelo Police Department Internal Affairs Division and consistent with the SRO's due process rights.

- c. Complaints shall be promptly investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution in accordance with TPD SOP 4.04 Professional Compliance.

- d. Where serious allegations of abuse or misconduct are raised, the SRO shall be temporarily removed from having contact with students as appropriate.

- e. Where allegations of abuse or misconduct are substantiated, the SRO shall be suspended or permanently removed from school assignments or receive additional training as appropriate.

30. Every student, parent, and guardian in the school system shall be informed of the complaint procedure.

## VII. MINIMUM SRO TRAINING REQUIREMENTS

31. It is the intention of the parties that SRO officers be of the rank of PO 3 or above, but it is the understanding of the parties that staffing availabilities may necessitate the utilization of officers of senior PO II rank or officers with at least five (5) years law enforcement experience. Every SRO shall complete the required School Resource Officer training as required by, and in accordance with, state law and regulation prior to working on a TPSD campus. In addition, every SRO will complete annual in-service training offered at the Mississippi Association of School Resource Officers ("MASRO") annual meeting on relevant topics including the following topics:

- a. Child and adolescent development and psychology;
- b. Positive behavioral interventions and supports (PBS), conflict resolution, peer mediation, or other restorative justice techniques;
- c. Children with disabilities or other special needs
- d. Cultural competency.

32. TPSD will reimburse TPD for the cost of annual MASRO training for SROs, including paying for travel expenses incurred in accordance with TPSD policies, and will provide in-service training to the SROs, when available, in areas that will increase the effectiveness of the officers and their ability to accomplish their respective duties and responsibilities.

#### VIII. PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

33. The SROs shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the TPSD. If school has implemented a specific program designed to improve the overall school climate or respond to student behaviors in specific ways, the SROs shall participate in trainings associated with that program.

#### IX. STRUCTURE AND FUNDING FOR SRO PROGRAM

34. The selection of the SRO is the most critical aspect of the SRO Program. The TPD Police Chief shall select officers who have demonstrated the ability, interest, and skills necessary to work with youth, school staff, and the public. The following criteria should be considered when selecting officers for the Program:

- \* Ability to work with diverse groups
- \* Ability to work cooperatively in a non-law enforcement environment with little supervision
- \* Knowledge of departmental resources
- \* Creative problem-solver
- \* Conflict resolution skills
- \* Knowledge of the Juvenile Code and Juvenile Court procedures
- \* Ability to effectively provide instruction to youths
- \* Organization and communication skills
- \* Completion of required training before or after selection
- \* Supervisory recommendation

35. All SROs are employees of the Tupelo Police Department. No SRO is an employee of TPSD. It is agreed by both parties in this MOU that the TPD will bear the cost of salary, overtime and fringe benefits for the SROs (including the SLS), including their equipment and training. Additional SRO officers, their salary, overtime, fringe benefits, equipment and training may be provided by supplemental/amended, written agreement of TPD and TPSD. However, TPSD will also provide training as mutually agreed upon, and appropriate. SROs will be paid in accordance with the TPD salary structure and are subject to all Human Resources policies of the TPD. This MOU shall not be construed to create a relationship of employer and employee, principal and agent, or partnership or joint venture between the TPSD and the SROs. This agreement or any supplemental/amended agreements shall not alter the practice by which TPSD applies for MCOPs grants and provides the proceeds to TPD.

36. The SRO's duty schedule will be determined by the SLS, but generally will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, SROs will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.

37. TPSD will provide at each school a work area for the SRO that is equipped with a telephone and computer. It is recommended that the area accommodates seating for a minimum of three people in privacy for interviewing purposes. The school shall also provide the SRO with a locked storage area for securing contraband recovered in the school by staff.

38. During summer break and school term vacations, SROs will not have any responsibilities to TPSD; they will report for duties as assigned by the TPD.

**(AMENDED 2024 – 8 OFFICERS TO 10 OFFICERS)**

39. TPD will provide (10) SRO officers and the SLS to TPSD. To help defray the costs to TPD of the SRO program, TPSD will provide annually the sum of \$343,333.00, one-half payable beginning July 1, 2024 and one-half payable December 31, 2024, and thereafter on said dates. This provision will be reviewed annually by the parties and may upon written agreement be adjusted to eliminate, reduce, or expand the parties' obligations.

**X. CERTIFICATION REGARDING CRIMINAL CONVICTIONS**

40. By the signature of its authorized official on this MOU, the TPD certifies that none of the TPD employees who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The TPD agrees to remove from this Program any employee who has been detained by TPSD to be disqualified from service due to such convictions or the failure to truthfully report such convictions.

**XL. DURATION OF MOU**

41. This MOU shall become effective immediately upon execution by the parties and remain effective until such time as either party withdraws from the agreement by delivering ninety (90) days written notification of such termination to the other party. Termination by either party shall eliminate the presence of Tupelo Police Department SROs at the Tupelo Public School District.

42. The parties will review the MOU prior to July 1<sup>st</sup> annually and amend it as necessary to meet the needs of the parties.

Signed on this 13<sup>th</sup> of August, 2024.

Robert J. Picou  
Robert J. Picou, Ph.D.  
TPSD Superintendent

Todd Jordan  
Todd Jordan  
Mayor of the City of Tupelo





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Ben Logan, City Attorney

**DATE:** August 15, 2024

**SUBJECT:** IN THE MATTER OF ORDER REGARDING LOCATION OF GUMTREE PARK PAVILION AND RESTROOMS

---

### Request:

This pavilion has been advertised for bid and awarded.

The original location as bid and awarded is attached to this request and labeled “**Original (Bid) Plan.**” The original plan included the contractor demolishing the old concession stand and bathrooms and constructing the new pavilion and bathrooms on a site in close proximity to and east of the nearby playground. The city would be responsible for preparing the site for construction of the pavilion and restrooms and extending the utilities to this site.

The bid exceeded the construction estimate but came in less than 10% over the construction estimate. These conditions allowed for value engineering, so to bring the proposal within the construction estimate the contractor’s line item for demolition of the old concession stand and bathrooms was removed. The city would take on that work and either perform it in-house or solicit two quotes.

As mentioned above, the plan as bid and awarded was to be in close proximity to a playground. The informal consensus of the administration and city council was that the location needed to be changed.

**Option 1** is attached. Option 1 represents the recommendation of the administration. As originally intended, Option 1 seeks to demolish the existing concession stand and restrooms and locate the pavilion and restrooms where the old concession stand was located. Outside of the awarded contract, the city would continue to cover the cost of demolition, filling in the excavated slab, establishing the final grade, pouring the slab for the new building and relocation of the utilities. The cost of filling in the final grade would be less because there would be less dirt

quantities required, and the cost of utilities would be less because they would not have to be extended as far. Although there would be some material cost for site work and utility hookup, the primary difference in cost would be the demolition of the existing building. These costs range from a high of \$21,000 if quoted to a lower number if done in house.

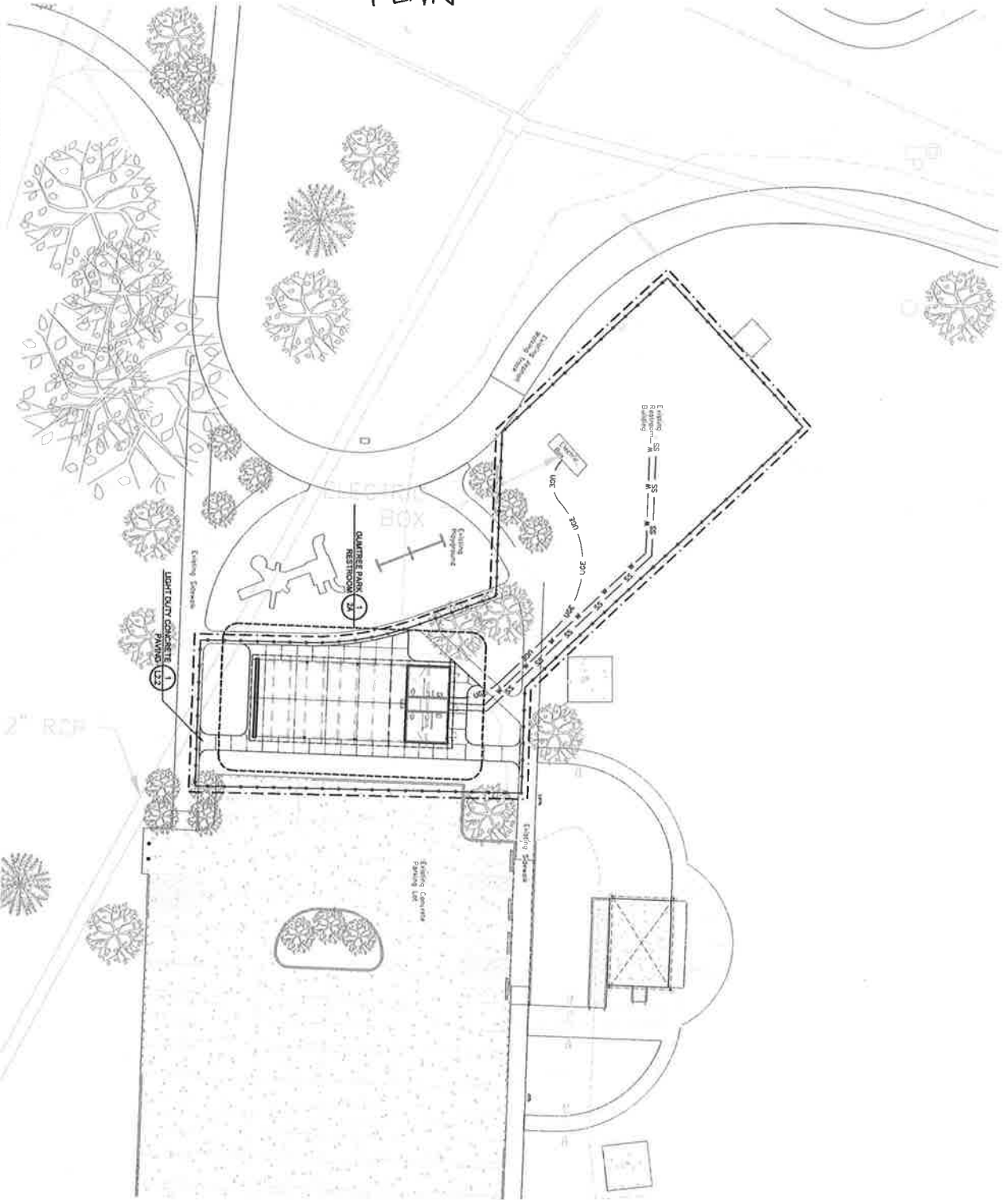
**Option 2** is also attached. Option 2 does not demo the existing building. As depicted, Option 2 moves the new pavilion and restrooms to a location to the east and south of the parking lot. This location would require additional dirt work, concrete and utility extension. The project architect has estimated a cost increase of \$55,000.

The opinions of the administration and city council members vary that the **old concession stand and bathrooms** are in a state of aesthetic unpleasantness, age and disrepair, or merely needing some repair and updating. The architect has estimated a cost to upgrade the bathrooms to building code and ADA compliance at \$120,000. This cost “does not include structural work to building or any work to exterior or other rooms.” Proponents of keeping the concession stand and bathrooms have asserted that as long as the other bathrooms in the pavilion are code and ADA compliant, then their availability eliminates the need for code and ADA compliance in the existing concession stand structure. Proponents also suggest the building can be rehabbed for \$15,000 to \$25,000. Any costs of rehab have not been budgeted for this project or planned as a separate project, and a budget amendment would be necessary.

Two Orders will be prepared for consideration by the city council and emailed over the weekend for discussion at pre-council on Monday afternoon.

ORIGINAL (BID)  
201  
PLAN

1 GUMTREE PARK SITE PLAN  
Scale: 1" = 15'



SITE PLAN NOTES:

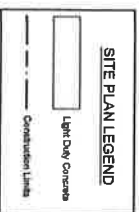
- Contractor is responsible for field verification of all existing utilities. Prior to construction, utility fees, permits & coordination with utility companies shall be completed. Any damaged utilities shall be repaired or replaced by contractor at the expense to owner.
- Contractor shall be responsible for obtaining all necessary permits on project or to make bonding project. Contractor shall also be responsible for obtaining all necessary permits for construction of any new structures on project or to make bonding project.
- Contractor shall provide all existing plans and documents for removal, the construction materials, equipment, or vehicles shall be stored or parked beneath drip line of any trees to be removed.
- Contractor shall notify landowner architect prior to construction.
- Contractor shall meet the City of Tupelo standard specifications.
- Contractor shall not enter areas or cause damage to any existing structures without written authorization from property owner.
- During construction, contractor will not leave any areas unusable or in a safety hazard.
- Transition between existing pavement and proposed pavement shall be smooth and approved.
- Final adjustment may be necessary. Work to be done in the event of any discrepancies, adjustments, or problems are encountered during construction, contractor shall be responsible for making any necessary adjustments.
- Excavation & replacement construction may begin after required clearing & grading is completed & approved by the project.
- Contractor shall submit any existing topographic, utility, water, sewer, gas, etc. when project first is necessary to match.
- Any construction shall be graded to match or close to match existing ground surface. All grading shall be finished to match existing ground surface. All grading shall be finished to match existing ground surface.
- As existing structures including but not limited to structures, additions, and parking lots are removed or reconstructed, contractor shall be responsible for making any necessary adjustments.
- Contractor shall be responsible for the installation of all utility functional equipment. Any items not specifically called out on the site plan shall be installed by contractor at the discretion of the project.

GENERAL NOTES:

- Contractor shall be responsible for setting boundary grade elevations for proposed improvements and then notify Landscape Architect for approval.
- Contractor shall verify existing structures and existing utilities as necessary to ensure proper installation and setback.
- No improvements are proposed outside of immediate boundaries.
- Spot elevations shall be set by Contractor. In the event of any discrepancies, adjustments, or problems are encountered during construction, contractor shall be responsible for making any necessary adjustments.
- For rough grading elevations allow for thickness of proposed forms (see details).
- Contractor shall submit, after grading, and submit to the City of Tupelo for approval.
- Contractor shall be responsible for the installation of a utility functional equipment. Any items not specifically called out on the site plan shall be installed by contractor at the discretion of the project.

PAVILION NOTES:

- Contractor is responsible for the installation of a utility functional equipment. Any items not specifically called out on the site plan shall be installed by contractor at the discretion of the project.
- Contractor shall be responsible for the installation of a utility functional equipment. Any items not specifically called out on the site plan shall be installed by contractor at the discretion of the project.
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City of Tupelo Mississippi  
Department of Parks and Recreation  
**Hancock Park & Gumtree Park**  
APPENDIX Pavilion Additions

PROJECT NUMBER: 2307400  
Date: 02/01/2024  
Drawn By: S. Sloan  
Checked By: S. Sloan

**L2.0**  
Gumtree Park Site Plan

Revision: \_\_\_\_\_ Date / Description: \_\_\_\_\_

Checked By: \_\_\_\_\_ Date: \_\_\_\_\_

Checked By: \_\_\_\_\_ Date: \_\_\_\_\_



**ORDER****AN ORDER TO AUTHORIZE A LAND EXCHANGE BETWEEN THE CITY OF TUPELO AND SARATOGA ENTERPRISES, INC. OF TWO PARCELS OF REAL PROPERTY LOCATED IN THE VICINITY OF NORTH COMMERCE STREET**

**WHEREAS**, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority and

**WHEREAS**, Saratoga Enterprises, LLC. is the owner of 0.02 acres +/- of real property, a portion of Lee County Tax Parcel # 089L-32-001-00, and located between the western right of way of North Commerce Street and adjacent property owned by the City of Tupelo, lying in the City of Tupelo, Lee County, Mississippi ("Saratoga Property") and fully described as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 6 EAST, LEE COUNTY, MISSISSIPPI.

THENCE EAST 277.84 FEET TO THE EAST RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE SOUTH 08 DEGREES 14 MINUTES 37 SECONDS WEST ALONG SAID EAST LINE 217.34 FEET TO AN IRON PIN; THENCE SOUTH 08 DEGREES 14 MINUTES 37 SECONDS WEST ALONG SAID EAST LINE 458.46 FEET TO AN IRON PIN; THENCE SOUTH 69 DEGREES 18 MINUTES EAST 222.21 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES EAST 136.52 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 88 DEGREES 14 MINUTES EAST 22.70 FEET TO THE WEST RIGHT OF WAY OF COMMERCE STREET (SOUTHERN BELLE DRIVE); THENCE SOUTH 17 DEGREES 50 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE 71.92 FEET TO AN IRON PIN; THENCE NORTH 00 DEGREES 32 MINUTES 30 SECONDS WEST 69.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES. LYING AND BEING IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 6 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI.

**WHEREAS**, the Saratoga Property is situated in such a way as to restrict the access to the City of Tupelo's property without causing an encroachment on and across the Saratoga Property; and

**WHEREAS**, the City of Tupelo desires to purchase the aforementioned Saratoga Property in accordance with the procedures prescribed in Miss. Code Ann. § 43-37-3 for the purchase of real property with a low fair market value; and

**WHEREAS**, in accordance with the stated procedures of the City of Tupelo concerning the acquisition of real property having an anticipated value not more than \$10,000, a written statement from a local real estate agent attached hereto as "Exhibit A" has verified the fair market value of the Saratoga Property to be Six Thousand and Five Hundred Dollars (\$6,500); and

**WHEREAS**, the City of Tupelo is the owner of 0.18 acres +/- of real property, being all of Lee County Tax Parcel # 089L-32-009-00, ("Tupelo Property") and located near the Saratoga Property referenced above and fully described as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 6 EAST, LEE COUNTY, MISSISSIPPI.

THENCE EAST 277.84 FEET TO THE EAST RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE SOUTH 08 DEGREES 14 MINUTES 37 SECONDS WEST ALONG SAID EAST LINE 217.34 FEET TO AN IRON PIN; THENCE SOUTH 08 DEGREES 14 MINUTES 37 SECONDS WEST ALONG SAID EAST LINE 458.46 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 69 DEGREES 18 MINUTES EAST 222.21 FEET; THENCE NORTH 88 DEGREES 14 MINUTES WEST 218.39 FEET TO AN IRON PIN ON THE EAST RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE NORTH 08 DEGREES 14 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE 72.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.18 ACRES. LYING AND BEING IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 6 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI.

**WHEREAS**, Saratoga Enterprises, LLC. desires to purchase the Tupelo Property described above, and in accordance with the procedures prescribed in Miss. Code Ann. § 21-17-1, the City of Tupelo obtained two separate appraisals of the Tupelo Property which are attached hereto as Exhibits "B" and "C," and the average of these two appraisals is Six Thousand and Five Hundred Dollars (\$6,500); and

**WHEREAS**, the Tupelo Property described above is no longer needed for municipal or related purposes and is not to be used in the operation of the municipality, and the sale of such property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality; and

**WHEREAS**, the City of Tupelo, Mississippi has determined that the surplus of the Subject Property with the intent to convey said property to Saratoga Enterprises, LLC. will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare and is authorized by Miss. Code Ann. § 21-17-(2)(a) to convey or sell said property without having to advertise for and accept competitive bids; and

**WHEREAS**, because the properties described herein have an identical fair market value, the City of Tupelo and Saratoga Enterprises, LLC. desire to make like kind exchanges of the real properties.

**NOW THEREFORE**, it is hereby ordered by the governing authorities of the City of Tupelo, Mississippi, the following, to-wit:

1. The prefatory paragraphs of this Order are hereby found and determined to be in accordance with the necessary and warranted exercise of municipal authority and are fully adopted as the findings of the governing authorities.
2. The City of Tupelo desires to purchase the Saratoga Property described herein from Saratoga Enterprises, LLC. for the fair market value of \$6,500.
3. The City of Tupelo desires to sell the Tupelo Property described herein to Saratoga Enterprises, LLC. as it is no longer needed for municipal or related purposes, and shall be sold for \$6,500, being the average of two appraisals.
4. The Mayor and City Clerk are hereby authorized to execute a deed of conveyance of the Tupelo Property in favor of Saratoga Enterprises, LLC.
5. The Mayor and City Clerk are hereby authorized to accept a deed of conveyance of the Saratoga Property from Saratoga Enterprises, LLC.

After a full discussion of this matter, and with there being no request that this Order be read aloud, Council Member Jones moved that the foregoing Order be adopted and said motion was seconded by Council Member Beard and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	<u>absent</u>
Councilmember Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember Gaston voted	<u>Aye</u>
Councilmember Jones voted	<u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the Order adopted.

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 20th day of August, 2024.

CITY OF TUPELO, MISSISSIPPI

  
NETTIE DAVIS, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

8-21-2024  
DATE

296  
EXHIBIT "A"

August 16, 2024

Don Lewis, COO  
City of Tupelo  
PO Box 1485  
Tupelo, MS 38804

RE: Saratoga Enterprises – Parcel # 089L-32-001-00  
Fee simple ownership of 0.02 acres along the western boundary of Commerce Street. A description of the Subject Property is attached hereto as Exhibit "A"

Dear Mr. Lewis,

I am Ellen Short, a licensed real estate agent/licensed real estate broker/licensed real estate appraiser and have sufficient understanding of the local real estate market in the Tupelo, Mississippi area, particularly as it pertains to the property described above.

I understand that the City of Tupelo desires to acquire the property listed above to establish fee simple ownership. I have reviewed the project specifications, map and location and can give the following opinions regarding a waiver of appraisal valuation:

- 1) The valuation problem is uncomplicated.
- 2) The anticipated value of the proposed acquisition is estimated to be less than \$10,000.
- 3) Based on the size and type of acquisition, the value of **\$6,500** would be just compensation.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Ellen T Short  
Signature

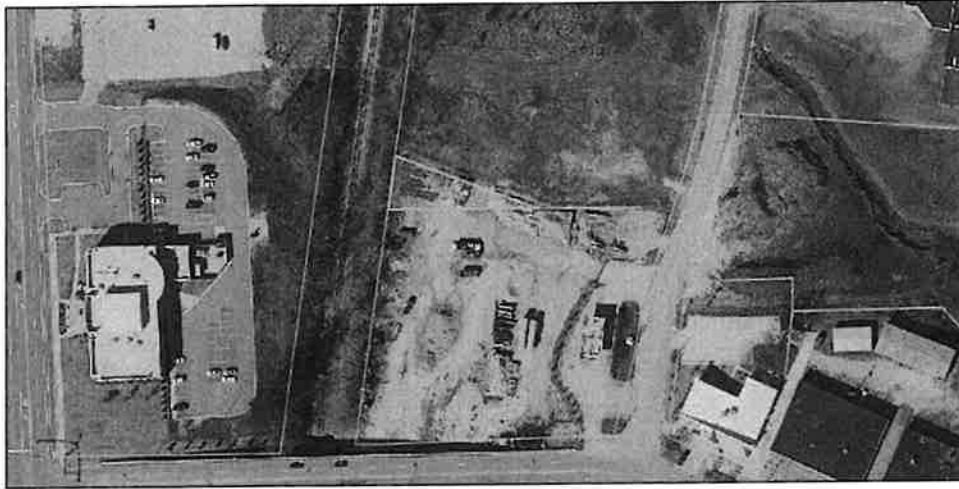
Ellen T. Short  
Name

TR Time, Realtors  
Employer



**EXHIBIT "B"**

**Appraisal Report of**



**VACANT LAND  
CURRENTLY PART OF A LARGER TRACT  
NORTHWEST QUADRANT OF COMMERCE STREET  
AND E. FRANKLIN STREET  
TUPELO, MISSISSIPPI 38804**

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**RESTRICTED APPRAISAL REPORT**

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Requested By

**Ms. Sandy Shumaker  
City of Tupelo**

Effective Date of Appraisal

**August 8, 2024**

Appraised By

**C. Kyle Rogers  
Rogers Appraisal Company  
State Certified General Appraiser  
License Number GA-943**

**ROGERS APPRAISAL COMPANY**  
*Real Estate Appraisals / Consultation / Review*

C. KYLE ROGERS  
 CHRIS ROGERS  
 JERRY HOLLINGSWORTH

www.rogersappraisals.com

112 SOUTH BROADWAY  
 TUPELO, MS 38804  
 662. 842.9200  
 FAX 662.844.4324

August 9, 2024

Ms. Sandy Shumaker  
 City of Tupelo

Re: Vacant Land  
 Currently part of a larger tract  
 Northwest Quadrant of Commerce Street  
 And E. Franklin Street  
 Tupelo, Mississippi 38804

Dear Ms. Shumaker:

In accordance with your request, I personally inspected the above captioned property on August 8, 2024, and have considered available data pertinent to the estimation of its fee simple market value, and possible damages created by the taking of the described land from the current larger tract. The following restricted appraisal report is intended to be used internally by you, our client, or your representatives. This appraisal is contingent upon the information as shown in this report, as carefully gathered by the appraiser and provided by parties such as the client, being correct and accurate. Further, in valuing the larger tract as a whole, it is assumed it is vacant land for the purposes of this report. These contingencies are considered to be extraordinary assumptions or hypothetical conditions, which are defined on page 15 and 16 of this report. No other extraordinary assumptions or hypothetical conditions are applicable.

The subject property has access to all typical city utilities of sufficient capacity and municipal services are available to the site. No easements or encroachments are known to exist that would adversely affect the marketability or legal uses of the subject property. According to FEMA Flood Map 28081C0164F, dated October 16, 2013, the subject property is located in Flood Zone AE, an area determined to be inundated by 100-year flooding. A flood map is located in the addenda of this report.

The subject, which is located on the northwest quadrant of Commerce Street and E. Franklin Street, is part of a current larger tract which involves approximately 2.62 acres of generally level land that is at road grade. The site size was estimated from the Lee County Tax Assessor's office and data from the client.

As requested, I have completed an appraisal analysis of the subject real estate and this letter provides you with an opinion of its current market value based on our research of quantitative and qualitative data within the subject real estate market. We have employed all generally accepted valuation techniques relevant to valuing the subject property, which in this case involves the Sales Comparison Approach. To report

the opinion of values developed, we have performed a restricted appraisal as defined by the Uniform Standards of Professional Appraisal Practice. Our scope of work in determining the overall market value opinion for the property under appraisal is outlined within our report. This restricted appraisal report sets forth only our conclusions and all other supporting documentation is retained within our work file. Because this is a restricted appraisal report, its use is intended for the specific needs of the client which were given to the appraisers as a scope of work. That use is for internal business decisions by the City of Tupelo, to determine current value of the subject tract, in relation to the larger tract. Reliance on this appraisal report or the information or conclusions within it by a third-party is strictly prohibited.

The highest and best use of the subject is for commercial purposes. The subject is zoned MUE, Mixed-Use Employment District, as shown by the city of Tupelo. Please see the zoning section for further description.

The Sales Comparison Approach to value was utilized. A number of similar sales that have transacted in the comparable real estate market have been compared directly with the property under appraisal. The sales data utilized has been verified by the appraisers and is considered the best available for indication a range of current market value for the subject property. The Cost Approach and Income Capitalization Approach were not used in this appraisal and are not needed for credible results.

The last phase of any valuation assignment in which indications derived from market data are resolved into a final value opinion, is the reconciliation process. The reconciled value indication may be either a final range of value or a single point estimate. The value indications are tested for the appropriateness of the approaches, adjustments applied, accuracy of the data considered, and the quantity of evidence is analyzed. As a result of our analysis, after considering all those factors which affect value, it is concluded that the estimated value of just compensation for the subject property, as of August 8, 2024, and subject to the attached assumptions and limiting conditions, is as follows:

<b>Land Value of Property as a Whole, 2.62 Acres</b>	<b>\$97,000</b>
<b>Just Compensation For Sold/ Taken Acreage, 0.17 Acres</b>	<b>\$ 6,000</b>

The value opinion set forth in this appraisal report assumes responsible ownership and professional management and marketing of the subject property. This valuation is also subject to the hypothetical conditions, extraordinary assumptions, and additional limiting conditions as attached herein. At the request of the client, we will form an opinion of the market value for the subject property for internal business decisions.

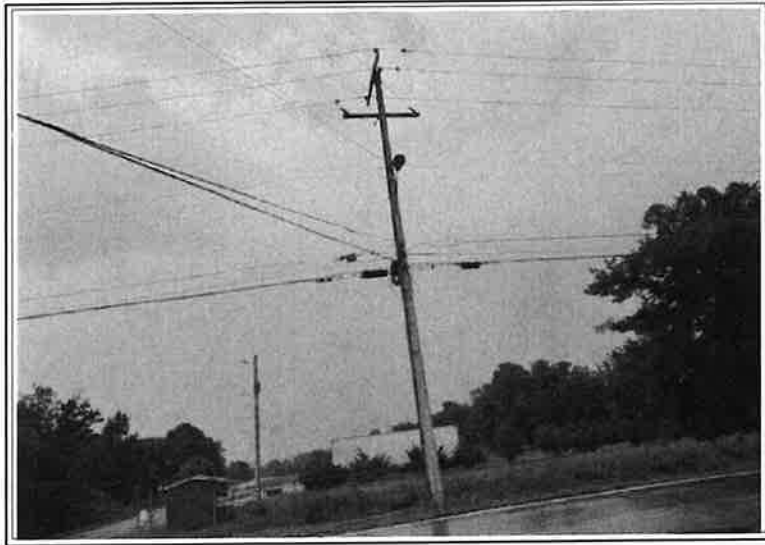
Respectfully submitted,



C. Kyle Rogers  
State Certified General Appraiser  
License Number GA-943

**EXHIBIT "C"**

**APPRAISAL OF**



**LOCATED AT:**

COMMERCE ST.  
TUPELO, MS, 38804

**FOR:**

**BORROWER:**

CITY OF TUPELO

**AS OF:**

July 29, 2024

**BY:**

ANDY SHORT

**SHORT APPRAISAL FIRM**

city of tupelo  
File No. **commerce st. - lot**

File Number: **commerce st. - lot**

In accordance with your request, I have appraised the real property at:

COMMERCE ST.  
TUPELO, MS, 38804

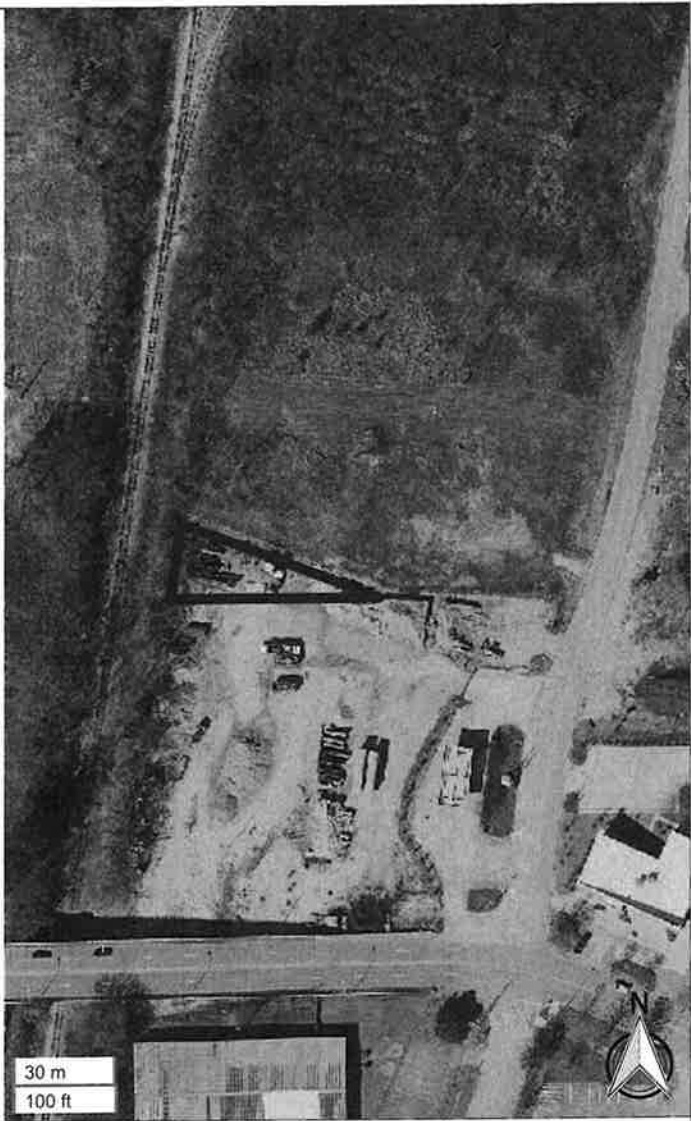
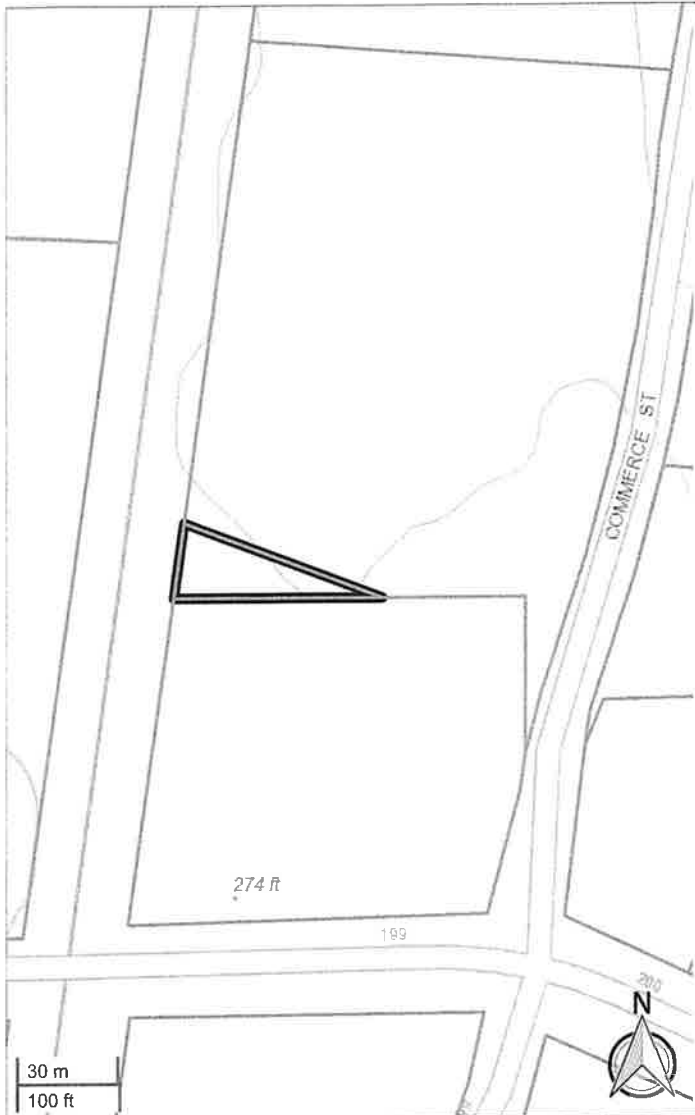
The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant. The property rights appraised are the fee simple interest in the site.

In my opinion, the market value of the property as of July 29, 2024 is:

\$7,000  
Seven Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

  
ANDY SHORT



### Lee County, MS

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Lee County Tax Assessor/Collector  
 201 Jefferson St  
 Tupelo, MS 38804  
 (662) 432-2700

Date Printed: 7/18/2024

PPIN:	25306
PARCEL_ID:	089L-32-009-00
OWNERNAME:	TUPELO CITY OF
ADDRESS1:	P O BOX 1485
ADDRESS2:	
CITY:	TUPELO
STATE:	MS
ZIP:	38802
SECTION:	32
TOWNSHIP:	09S
RANGE:	06E
LEGAL1:	LOT IN NW1/4 NW1/4
LEGAL2:	
LEGAL3:	
TAX_DIST:	1730
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	0
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	0
EXEMPT_COD:	12
HOMESTEAD:	
DEED_BOOK:	1069
DEED_PAGE:	455
DEED_DATE:	
SITUS_ADDR:	0



## Lee County, MS

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Lee County Tax Assessor/Collector  
 201 Jefferson St  
 Tupelo, MS 38804  
 (662) 432-2700

Date Printed: 8/12/2024

PPIN:	25302
PARCEL_ID:	089L-32-001-00
OWNERNAME:	SARATOGA ENTERPRISES LLC
ADDRESS1:	P O BOX 4215
ADDRESS2:	
CITY:	TUPELO
STATE:	MS
ZIP:	388034215
SECTION:	32
TOWNSHIP:	09S
RANGE:	06E
LEGAL1:	LOT IN NW1/4 NW1/4
LEGAL2:	
LEGAL3:	
TAX_DIST:	1730
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	52500
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	52500
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	52500
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	0108
DEED_PAGE:	990
DEED_DATE:	6/27/2001
SITUS_ADDR:	0 COMMERCE ST

# City of Tupelo

**Todd Jordan**  
**Mayor**



September 2, 2024

**COUNCIL**

Chad Mims  
 Ward One

Lynn Bryan  
 Ward Two

Travis Beard  
 Ward Three

Nettie Y. Davis  
 Ward Four

Buddy Palmer  
 Ward Five

Janet Gaston  
 Ward Six

Rosie Jones  
 Ward Seven

Missy Shelton  
 City Council Clerk  
 City of Tupelo, Mississippi  
 PO Box 1485  
 Tupelo, MS 38804

Re: Veto of August 20, 2024 City Council action council action to approve  
 Option #2 - IN THE MATTER OF ORDER REGARDING LOCATION OF  
 GUMTREE PARK PAVILION AND RESTROOMS

Dear Council Clerk:

Per the requirements of the Miss..Code Anno. §21-8-17(2) I am returning council  
 action to approve Option #2 - IN THE MATTER OF ORDER REGARDING  
 LOCATION OF GUMTREE PARK PAVILION AND RESTROOMS to the  
 council by delivering it to the clerk of the council for the following reasons:

1. Safety of the location due to placing the building on poor soils and proximity to parking lot.
2. Increased costs of over \$100,000 to suitably prepare the site.
3. Recommendations of contractor and project engineer that more better sites are available nearby.

The return of this council acts as a veto of the location. I believe that the pavilion can be located closer to the present concession stand and bathrooms on better ground and closer to existing utilities. The money saved could be used for improvements to the existing concession stand/bathroom.

Sincerely,

Todd Jordan  
 Mayor