

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

APRIL 18, 2023

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, April 18, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, 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 Buddy Palmer led the invocation. Council Member Janet Gaston introduced Boy Scout Troop #3 who led the pledge of allegiance after Mayor Todd Jordan called each of their names.

Council President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Beard moved, seconded by Council Member Palmer, to confirm the agenda and agenda order, with the following additions and changes:

ADD:

Item # 3 IN THE MATTER OF APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN MS TASK FORCE AND CITY OF TUPELO FIRE DEPARTMENT

Item #S1 IN THE MATTER OF AMENDMENT TO ANIMAL ORDINANCES – TETHERING

CORRECTION:

Item # 9 IN THE MATTER OF BID APPROVAL FOR THE LEE ACRES PARK PICKLEBALL COMPLEX BID # 2023-017PR

The vote was unanimous in favor.

PUBLIC RECOGNITION

Council Member Beard commented that the Boy Scout Troop #3 is a very good looking group of young men.

MAYOR'S REMARKS

Mayor Todd Jordan commented that the recent concert held at the Cadence Bank Arena was a great concert. He also said that the ARPA funds for the City of Tupelo had been confirmed.

IN THE MATTER OF RESOLUTION FOR AD VALOREM TAX EXEMPTION OF LEGGETT & PLATT COMPONENTS #0341, 0908 AND 4201

Council Member Palmer moved, seconded by Council Member Jones, to approve A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, GRANTING EXEMPTION

FROM MUNICIPAL AD VALOREM TAXES, EXCEPT SCHOOL TAXES, TO LEGGETT & PLATT COMPONENTS COMPANY, INC. #0341, #0908 AND #4201 AS AUTHORIZED BY MISSISSIPPI CODE ANNOTATED OF 1972 § 27-31-105 AND § 27-31-105, (AS AMENDED), for a period of ten (10) years, beginning the 1st day of January 2023 and ending the 31st day of December 2032, with a total true value of \$804,298.71. The vote was unanimous in favor. An executed copy of the Resolution is attached to these minutes and incorporated herein as APPENDIX A.

IN THE MATTER OF REVIEW/APPROVE REQUEST TO ESTABLISH THE GROVE NEIGHBORHOOD ASSOCIATION

Council Member Gaston moved, seconded by Council Member Davis to approve the creation of the Grove Neighborhood Association. The vote was unanimous in favor. APPENDIX B

IN THE MATTER OF APPROVAL OF MINUTES OF APRIL 4, 2023, REGULAR COUNCIL MEETING

Council Member Beard moved, seconded by Council Member Jones, to approve the minutes of the April 4, 2023, regular City 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, Gaston, Bryan and Palmer. Council Member Gaston moved, seconded by Council Member Jones, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Davis moved, seconded by Council Member Palmer, to approve the advertising and promotional items, as presented. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF BUDGET AMENDMENT #6 FOR FY 2023

Council Member Palmer moved, seconded by Council Member Jones, to approve Budget Amendment #6 for 2023, as presented by CFO/City Clerk Kim Hanna. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF THE 2022 CONTINUING DISCLOSURE

Council Member Beard moved, seconded by Council Member Mims, to accept the Continuing Disclosure Statement prepared by Butler Snow. City Attorney Ben Logan explained that the Electronic Municipal Market Access, (EMMA), requires a yearly statement from any entity with outstanding bond debt. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF A RESOLUTION DECLARING A MORATORIUM UP TO AND UNTIL JULY 31, 2023 ON ALL CONSTRUCTION RELATED PERMIT FEES OWED TO THE DEPARTMENT OF DEVELOPMENT SERVICES DUE TO DAMAGES SUSTAINED BY THE APRIL 1, 2023 TORNADO

Council Member Gaston moved, seconded by Council Member Palmer to approve a RESOLUTION DECLARING A TEMPORARY MORATORIUM ON ALL CONSTRUCTION RELATED PERMIT FEES OWED TO THE DEPARTMENT OF DEVELOPMENT SERVICES, due to damages sustained by the April 1, 2023, tornado. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF BID FOR LEE ACRES PARK PICKLEBALL COMPLEX BID # 2023-017PR

Bids were received by the City of Tupelo for Bid # 2023-017PR for the Lee Acres Park Pickleball Complex. Council Member Beard moved, seconded by Council Member Gaston, to award the lowest and best bid of M & N Construction LLC in the amount of \$1,285,300.00, which includes both the base bid and Alternates #1 and #2. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF CVB BOARD MINUTES OF APRIL 4, 2023

Council Member Palmer moved, seconded by Council Member Davis, to accept the minutes of the Convention and Visitors Bureau of April 4, 2023. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF AWARD OF BID # 2023-001WL – 161:15 kV POWER TRANSFORMER

Council Member Beard moved, seconded by Council Member Gaston, to award the bid # 2023-001WL - 161:15kV Power Transformer, to the lowest and best bid of Howard Power Solutions, in the amount of \$1,098,300.00. An order spelling out the details is attached to these minutes. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF AWARD OF BID # 2023-002WL – 333 kVA SINGLE PHASE VOLTAGE REGULATORS

Council Member Davis moved, seconded by Council Member Beard, to award Bid # 2023-002WL - 333kVA Single Phase Voltage Regulators to the lowest and best bid of Siemens Energy, Inc. in the total amount of \$426,156.00. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF AWARD OF BID # 2023-004WL – 161 kV POWER CIRCUIT BREAKERS

Council Member Palmer moved, seconded by Council Member Beard, to award Bid # 2023-004WL - 161 kV Power Circuit Breakers to the lowest and best bid of GE Grid Solutions in the total amount of \$161,850.00. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF AWARD OF BID # 2023-005WL – CONTROL HOUSE AND ASSOCIATED RELAY EQUIPMENT

Council Member Beard moved, seconded by Council Member Gaston, to award Bid # 2023-005WL - Control House and Associated Relay Equipment to the lowest and best bid of KVA, Inc. in the total amount of \$386,713.00. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF AWARD OF BID # 2023-006WL – 13 kV POWER CIRCUIT BREAKERS

Council Member Gaston moved, seconded by Council Member Beard, to award Bid # 2023-006WL - 13 kV Power Circuit Breakers to the lowest and best bid of ABB, Inc. in the total amount of \$136,528.00. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF AWARD OF BID # 2023-016WL – PRIMARY TO NORTHWEST SUBSTATION 46kV TRANSMISSION LINE POLE CHANGEOUT

Council Member Davis moved, seconded by Council Member Beard, to award Bid # 2023-016WL - 1 Primary to Northwest Substation 46 kV Transmission Line Pole Changeout to the lowest and best bid of Service Electric Company in the total amount of \$589,158.60. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEM

Council Member Beard moved, seconded by Council Member Mims, to find these items no longer needed by the City of Tupelo and to approve the list of items provided by Tupelo Water & Light to be surplus and sold at auction. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE MS TASK FORCE AND THE CITY OF TUPELO FIRE DEPARTMENT

Council Member Beard moved, seconded by Council Member Palmer, to approve the memorandum of understanding between the MS Task Force and the City of Tupelo Fire Department. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF AMENDMENT TO ANIMAL ORDINANCES

Upon the unanimous agreement of the City Council, the request to amend the animal ordinances was moved from the Study Agenda to the Active Agenda at the next regular meeting of the City Council.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council Member Jones, to adjourn the meeting at 6:23 PM. The vote was unanimous in favor. This the 18th day of April, 2023.



Lynn Bryan, Council President

ATTEST:

Missy Shelton
Missy Shelton, Council Clerk

APPROVED

Todd Jordan
Todd Jordan, Mayor

May 3, 2023
Date

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, GRANTING EXEMPTION FROM MUNICIPAL AD VALOREM TAXES, EXCEPT SCHOOL TAXES, TO LEGGETT & PLATT COMPONENTS COMPANY, INC. #0341, #0908 AND #4201 AS AUTHORIZED BY MISSISSIPPI CODE ANNOTATED OF 1972 § 27-31-105 AND § 27-31-105, (AS AMENDED).

WHEREAS, Leggett & Platt Components Company, Inc., is an enterprise of public utility as defined by Miss. Code Ann. § 27-31-101 (1972, as amended) operating three separate branch locations, namely #3401 located at 115 N. Industrial Road, #0908 located at 1921 South Green Street and #4201 located at 2071 S. Green Street, and has filed in triplicate with this Council its application for exemption from ad valorem taxation the additions to and/or expansions of the facilities or properties and/or replacement of equipment used in connection with or necessary to their operation within the City of Tupelo; and

WHEREAS, Leggett & Platt Components Company Inc. has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2022, and that Leggett & Platt Components Company, Inc. is entitled to the exemption sought for a period of ten (10) years beginning on January 1, 2023 subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tupelo, Mississippi as follows:

1. That the Applications for ad valorem tax exemption by Leggett & Platt Components Company, Inc. for a period of ten (10) years, beginning January 1, 2023 on the property described in the applications filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission. Applications are attached hereto as Exhibit "A".

2. That Leggett & Platt Components Company, Inc. is hereby granted tax exemption beginning on January 1, 2023 on all ad valorem taxes, except State and School District taxes for a period of ten (10) years on the property described in the applications as having a true value of \$804,298.71.

3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the applications and a certified copy of the transcript of this Resolution approving the Applications to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Applications has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member Palmer moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Jones and upon the question being put to a vote, the results were as follows:

Councilmember Palmer voted
Councilmember Bryan voted
Councilmember Beard voted
Councilmember Davis voted

Aye
Aye
Aye
Aye

Councilmember Mims voted
Councilmember Gaston voted
Councilmember Jones voted

Aye
Aye
Aye

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 18th day of April, 2023.

CITY OF TUPELO, MISSISSIPPI

LYNN BRYAN, City Council President

ATTEST:



MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

April 19, 2023

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the 18th day of April, 2023

This, the 19th day of April, 2023.

Kim Hanna
KIM HANNA, CFO/CITY CLERK



CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County, Mississippi do hereby certify that the above and foregoing property was entered on the "State Tax Only" or other appropriate tax roll on the _____ day of _____, 2023 at _____ o'clock a.m. / p.m., for a period of ten (10) years each from and after the _____ day of _____, 2023.

This, the _____ day of _____, 2023.

LEE COUNTY TAX ASSESSOR

(SEAL)

Leggett & Platt

March 17, 2023

Tupelo City Council
 City Hall Annex
 P.O. Box 1485
 Tupelo, Mississippi 38802

RE: 2023 Ad Valorem Exemption Application for Leggett & Platt Components Company, Inc.

Dear Tupelo City Council Members:

We are enclosing four originals of the Application for Ad Valorem Exemption under Section 27-31-105 and 27-31-101, We ask that you consider our applications at your earliest convenience.

We have filed our exemption applications on the same basis that we filed our property tax renditions: a separate rendition and exemption application for each plant location. We find that this aids both us and the assessor's office in tracking exempt and taxable assets. However, we believe that Leggett & Platt Components Company, Inc. in its entirety constitutes an enterprise under the City of Tupelo Economic Incentives Policy, and that the investment threshold is most appropriately measured on a whole-corporation basis. Taken as a whole, Leggett & Platt Components Company, Inc. easily exceeds the \$500,000 minimum investment requirement, as shown in the table below:

<u>Branch</u>	<u>Investment</u>
0341	\$ 173,482.21
0908	\$ 248,861.00
4201	\$ 381,955.50
Total	<u>\$ 804,298.71</u>

We appreciate our long history with the City of Tupelo and believe our capital investment there demonstrates our commitment. Please do not hesitate to contact me between 8:00 a.m. and 5:00 p.m. CST at (417) 358-8131, extension 22335 if you have questions or need additional information.

Very truly yours,

LEGGETT & PLATT COMPONENTS COMPANY, INC.

Diane Burghart

Diane Burghart
 Staff Vice President – Domestic Tax

Enclosures

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #0341

PHYSICAL ADDRESS 115 N. Industrial Road, Tupelo, MS 38801

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2022 YEARS REQUESTED 10

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X

NEW JOBS _____ ESTIMATED PAYROLL _____

TRUE VALUE OF PROPERTY EXEMPTED \$173,482.21

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 15 day of March, 2023.

Leggett & Platt Components Company, Inc. #0341
Applicant (Name of Taxpayer)

By: Diane Burghart

Title: Diane Burghart, Staff VP-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 15th day of March, 2023.

Rhonda Kay Crain Mrs.
NOTARY PUBLIC

My Commission Expires 8/4/2024
(SEAL)



EXHIBIT A

LEGETT & PLATT COMPONENTS COMPANY, INC. #0341
115 N. INDUSTRIAL ROAD
TUPELO, MS 38801

MACHINERY & EQUIPMENT	73,364.21
INVENTORY	<u>100,118.00</u>
TOTAL	<u>173,482.21</u>

NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED
HERETO AS SCHEDULE 1.

LEGGETT & PLATT COMPONENTS COMPANY, INC. #0341
SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

ASSET NUMBER	DESCRIPTION	COST	ACQ DATE	NEW/USED
MACHINERY & EQUIPMENT				
601066	LAMINATOR SN RTR-024 BELT STRATA	5,940.36	1/14/2022	PURCHASED NEW
601067	FORKLIFT #10 BATTERY & CHARGER	11,352.70	1/18/2022	PURCHASED NEW
601252	DEKA BATTERY 48 VOLT W/CHARGER	10,560.36	4/4/2022	PURCHASED NEW
601406	REBUILT JUKI LU-2201N-7 SWNG HD 3 OF 3	2,842.00	1/26/2022	PURCHASED NEW
601443	DEKA FORKLIFT BATTERY #11	7,760.71	8/30/2022	PURCHASED NEW
601444	FRONT DOCK RAMP LEVELER	20,773.38	8/24/2022	PURCHASED NEW
601527	DEKA BATTERY & OPPORTUNITY CHARGER #6	14,134.70	8/29/2022	PURCHASED NEW
	TOTAL MACHINERY & EQUIPMENT	<u>73,364.21</u>		
INVENTORY				
		100,118.00		
	TOTAL INVENTORY-RAW MATERIALS	<u>100,118.00</u>		
	TOTAL VALUE OF PROPERTY	<u><u>173,482.21</u></u>		

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #0908

PHYSICAL ADDRESS 1921 South Green Street, Tupelo, MS 38804

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2022 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS ESTIMATED PAYROLL

TRUE VALUE OF PROPERTY EXEMPTED \$248,861.00

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 15 day of March, 2023.

Leggett & Platt Components Company, Inc. #0908
Applicant (Name of Taxpayer)

By: Diane Burghart

Title: Diane Burghart, Staff VP-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 15th day of March, 2023.

Rhonda K. Crain Mrs.
NOTARY PUBLIC

My Commission Expires 8/4/2024
(SEAL)

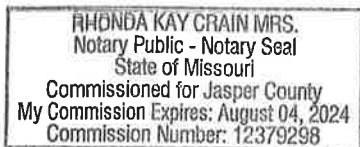


EXHIBIT A

**LEGGETT & PLATT COMPONENTS COMPANY, INC. #0908
1921 SOUTH GREEN STREET
TUPELO, MS 38804**

MACHINERY & EQUIPMENT	0.00
INVENTORY	<u>248,861.00</u>
TOTAL	<u><u>248,861.00</u></u>

**NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED
HERETO AS SCHEDULE 1.**

**LEGGETT & PLATT COMPONENTS COMPANY, INC. #0908
SCHEDULE 1**

DETAILED LISTING OF TANGIBLE PROPERTY

ASSET NUMBER	DESCRIPTION	COST	ACQ DATE	NEW/USED
INVENTORY				
	INVENTORY - RAW MATERIALS	248,861.00		
	TOTAL INVENTORY-RAW MATERIALS	<u>248,861.00</u>		
	TOTAL VALUE OF PROPERTY	<u><u>248,861.00</u></u>		

THE FOLLOWING ASSETS WERE INCLUDED IN THE 2022 EXEMPTION BUT HAD A SUBSEQUENT COST ADJUSTMENTS DURING 2022. PLEASE INCLUDE THE FOLLOWING ADDITIONAL COST ON PPIN 014762:

MACHINERY & EQUIPMENT

600932	QUARRATA INFEED THNDRBLT CNVYR	150.44	1/29/2021	
600933	QUARRATA ROLLFLEX ADHESIVE MACH	1,455.81	1/29/2021	
600934	QUARRATA OUTFEED THNDRBLT CNVYR	150.44	1/29/2021	
600935	MATTRESS PRESS 1	442.57	1/29/2021	
600937	84INX84IN AIR TABLE 1	110.59	1/29/2021	
600942	GMS 1050 FR BAG STUFFER	280.29	1/29/2021	
600943	FR BAG CLOSER W/JUKI SEWING HD	593.29	1/29/2021	
600945	SWIVEL BU TABLE SS KING SIZE 1	67.35	1/29/2021	
600946	SWIVEL BU TABLE SS KING SIZE 2	67.35		
	TOTAL MACHINERY & EQUIPMENT	<u>3,318.13</u>		
	COST ADDITIONS GRAND TOTAL	<u><u>3,318.13</u></u>		

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #4201

PHYSICAL ADDRESS 2071 S. Green Street, Tupelo, MS 38801

TYPE OF INDUSTRY Manufacturing_PRODUCT/SERVICE Furniture Components

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2022 YEARS REQUESTED 10

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X

NEW JOBS _____ ESTIMATED PAYROLL _____

TRUE VALUE OF PROPERTY EXEMPTED \$381,955.50

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 15 day of March, 2023.

Leggett & Platt Components Co., Inc. #4201
Applicant (Name of Taxpayer)

By: Diane Burghart

Title: Diane Burghart, Staff VP-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 15th day of March 2023.

8/4/2024
My Commission Expires

Rhonda Kay Crain Mrs.
NOTARY PUBLIC

[SEAL]

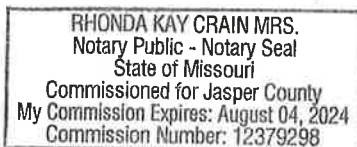


EXHIBIT A

L&P MISSISSIPPI MANUFACTURING, INC. #4201
2071 S. GREEN ST.
TUPELO, MS 38804

MACHINERY & EQUIPMENT	<u>381,955.50</u>
TOTAL	<u><u>381,955.50</u></u>

NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED
HERETO AS SCHEDULE 1.

482
 LEGGETT & PLATT COMPONENTS COMPANY, INC. #4201
 SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

ASSET NUMBER	DESCRIPTION	COST	ACQ YEAR	NEW/USED
MACHINERY & EQUIPMENT				
399334000005	RE-LINE TUMBLER	44,279.38	10/4/2022	PURCHASED NEW
413874000002	BRAKE & CLUTCH UNIT REPAIR	27,283.20	1/28/2022	PURCHASED NEW
600380000003	3RD MOBILIZATION DECEMBER 2021	197,759.86	1/1/2022	PURCHASED NEW
601070	FORKLIFT BATTERIES W/CHARGERS (2)	25,947.50	1/28/2022	PURCHASED NEW
601199	A15 RAM REPAIR	29,983.10	1/4/2022	PURCHASED NEW
601319	DEKA FORKLIFT BATTERY 2734AL	9,877.94	4/27/2022	PURCHASED NEW
601320	DEKA FORKLIFT BATTERY 2895CL	9,877.94	4/27/2022	PURCHASED NEW
601321	DEKA FORKLIFT BATTERY 2729AL	8,827.47	4/27/2022	PURCHASED NEW
601322	DEKA FORKLIFT BATTERY 2730AL	8,827.46	4/27/2022	PURCHASED NEW
601323	DEKA FORKLIFT BATTERY 0464EL	10,421.05	6/14/2022	PURCHASED NEW
601324	DEKA FORKLIFT BATTERY 4113EL	8,870.60	6/14/2022	PURCHASED NEW
	TOTAL MACHINERY & EQUIPMENT	381,955.50		
	TOTAL VALUE OF PROPERTY	381,955.50		



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE April 18, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE REQUEST TO ESTABLISH THE GROVE NEIGHBORHOOD ASSOCIATION TN

Request:

Review the attached petition from homeowners of the Grove neighborhood and approve their request to establish the Grove Neighborhood Association.

Grove Neighborhood Association

By-Laws

NAME

The name of the group shall be "The Grove Neighborhood Association". Here in after referred to as the Association. The boundaries will include Coonewah Trl., Coonewah Cv., Lackey Lane, Wooten Cv., Starling Cv., Wade Cv. and Wright Cv.

PURPOSES

The purpose for which the Association is organized are:

- a. To enhance the livability of the area by establishing and maintaining an open line of communications and liaison between the neighborhood, government agencies and other neighborhoods.
- b. To provide an open process by which all members of the neighborhood may involve themselves in the affairs of the neighborhood.

MEMBERSHIP

Membership in the Association shall be open to all residents within the boundaries of the Association.

DUES

Annual voluntary dues shall be \$100.00 payable no later than March 1 of each calendar year. All monies shall be delivered to the Treasurer of record.

MEETINGS

General Membership meetings shall be held at least two times per calendar year held on days decided upon by a majority vote of the Board of Directors. One of the membership meetings shall be designated as an annual meeting. At this

meeting the President shall report on the state of the association. The Treasurer shall give an annual financial report. Election for Members of the Board shall be held. Notification of all General Membership meetings shall require seven days written or telephone notice to all members of the Association. All meetings are open to the general membership.

The President shall prepare the agenda for each meeting. Any member may suggest an item to be added to the agenda by submitting the item in writing at least five (5) days prior to the meeting.

QUORUM

A quorum for any meeting of the Association shall be a minimum of seven (7) members present to conduct official business.

OFFICERS (BOARD OF DIRECTORS)

The officers shall be the President, Vice President, Secretary, Treasurer and committee chairpersons. Officers cannot be absent more than three (3) meetings. Officers shall be elected in March every two (2) years by ballot. If an officer is unable to perform his/her duties prior to the end of said term, notice shall be given the Board in writing. The President shall appoint a replacement to finish that term with Board approval.

Duties of the Officers:

- a. President: The President shall prepare the agenda and preside at all meetings of the board and membership, shall appoint chairs of committees with majority approval of the Board.
- b. Vice President: The Vice President shall assist the President and preside at meetings in the absence of the President.
- c. Secretary: The Secretary shall keep minutes and written records of majority and minority opinions expressed at all meetings; shall be responsible for all

correspondence for the Association, and shall make all records of the Association available for inspection.

- d. Treasurer: The Treasurer shall be held accountable for all funds and shall give an accounting at each meeting; shall receive, safekeep and disburse the Association funds. Each disbursement shall require the signature of one other Board member. Association expenses incurred will be reimbursed upon receipt of actual expenditures.

AMENDMENTS

The by-laws may be amended at any regular meeting. Two-thirds (2/3) of the members in attendance must approve the amendment. Officers cannot be absent more than 3 meetings. Anyone raising money in the name of the Grove Neighborhood Association must have prior written consent from the Association.

PETITION OF RECOGNITION

We, the undersigned and residents of the Grove Neighborhood, hereby petition the City Council to recognize our neighborhood association by the City of Tupelo.

NAME

ADDRESS

Lois Hamellen	5016 hackett Ln, Tupelo
Doris Kammiller	5216 Lockett LN, Tupelo MS
Kathie Cook	530 Starling Cove Tupelo, MS
James W. Johnson	544 Starling Cove, Tupelo, MS 38801
Dorothy Hutschette	511 Wooten Cove, Tupelo 38801

PETITION OF RECOGNITION

We, the undersigned and residents of the Grove Neighborhood, hereby petition the City Council to recognize our neighborhood association by the City of Tupelo.

NAME

ADDRESS

William G. (Bud) Browning 5223 Lackey Lane Tupelo, MS 38801

Annie Browning 5223 Lackey Lane, Tupelo MS 38801

Thomas & Mildred Magee 5172 Lackey Lane Tupelo, MS 38801

Jindra Davis 407 Wade Core Tupelo MS 38801

Toumae Brown 5224 Lackey Ln Tupelo

THOMAS & NORMA GREEN 5791 LACKEY LN TUPELO MS 38801

John and Ethel Jones 5200 Lackey Lane, Tupelo, MS 38801

Lupice Walker 5144 Lackey Ln Tupelo, MS 38801

PETITION OF RECOGNITION

We, the undersigned and residents of the Grove Neighborhood, hereby petition the City Council to recognize our neighborhood association by the City of Tupelo.

NAME

ADDRESS

Dale Walker 535 Wright CV Tupelo, MS 38801

Thelma Rupert 530 Wright CV Tupelo, MS 38801

Stephen Parker 5165 Coonewah Trl Tupelo, MS 38801

Danny L Hazel 5133 COONEWAH TRAIL TUPELO, MS 38801

PETITION OF RECOGNITION

We, the undersigned and residents of the Grove Neighborhood, hereby petition the City Council to recognize our neighborhood association by the City of Tupelo.

NAME

ADDRESS

Hartivos Aguiar/Latoya Thomas 5160 Coonewah Trail

Ronald [unclear] 5108 Coonewah Trail

Mary Jimenez 5120 Lackey LN

D. L. Pantaleo 5134 Coonewah Trl.

Barbara Sullivan 5039 Lackey Ln

Marnell Duane 5076 Coonewah Tr

June C. Mitchell ~~23~~ 5119 Lackey Lane 38801

PETITION OF RECOGNITION

We, the undersigned and residents of the Grove Neighborhood, hereby petition the City Council to recognize our neighborhood association by the City of Tupelo.

NAME

ADDRESS

Mark/Pamela Davis 553 Coonewah Cove Tupelo

Susan Albert 465 Coonewah Cove Tupelo

Keila Glenn 443 Coonewah Cv. Tupelo, MS

Jasmine Herford 439 Coonewah Cove

Sherry Whitehead 423 Coonewah Cv Tupelo MS

Jennifer Lindsey 531 Coonewah Cv. Tupelo, MS

Sandra Bolden 5208 Coonewah Trail

Allen Rogers 5709 Coonewah Trail

Four empty horizontal lines for additional signatures and addresses.

PETITION OF RECOGNITION

We, the undersigned and residents of the Grove Neighborhood, hereby petition the City Council to recognize our neighborhood association by the City of Tupelo.

NAME

ADDRESS

Dorjona Williams

5095 Lackey Lane

Nivija Wilson

5040 Lackey Lane

Lorin Harvey

512 Wooten Cv.

**CHECK INFORMATION FOR COUNCIL MEETING
APRIL 18, 2023**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-417121-417129;417130-417436 50002151-50002177

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: April 18, 2023
SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

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

ITEMS:

Various vendors	\$3,000.00	Juneteenth Celebration (not to exceed the amount)
MS Radio Group	\$299.00	Memorial Day ad package from the City of Tupelo

City of Tupelo
Fy 2023 Budget Revision #6

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 2023 Budget as follows:

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	1,352,972		1,352,972
Transfer from Other Funds	8,135,293	1,855,000	9,990,293
Donations	200,000		200,000
Bond Proceeds	-		-
Unreserved Fund Balance	10,196,688	-	10,196,688
Total Revenues	19,884,953	1,855,000	21,739,953
Purpose:			
	To transfer funds from CVB (1,300,000) and allocate funds from the General Fund (100,000) for the construction of the pickleball courts at Lee Acres.		
	To allocate funds from the general fund for a bucket truck for Parks & Rec (175,000)		
	To allocate funds for generators to be installed at Fire Station 3, 4, 6, & 7. (280,000)		
Expenditures			
Other Services & Charges			
Maintenance Projects	317,782		317,782
Street Overlay	4,492,247		4,492,247
Neighborhood Revitalization	842,771		842,771
Traffic Calming	120,000		120,000
Contingies/Grant Matches	-	-	-
Total Other Services & Charges	5,772,800	-	5,772,800
Capital			
Infrastructure Improvements	7,958,154		7,958,154
Purchase of Property	767,500		767,500
Equipment	1,095,954		1,095,954
Building Improvements	2,073,387	280,000	2,353,387
Park Improvements	1,206,772	1,400,000	2,606,772
Vehicles	406,807	175,000	581,807
Police Vehicles/Equipment	373,739		373,739
Fire Equipment/Trucks	229,840		229,840
Contingencies(Grant Matches)	-	-	-
Total Capital	14,112,153	1,855,000	15,967,153
Other Financing Uses	-	-	-
Total Expenditures	19,884,953	1,855,000	21,739,953

	Original Budget	Amendment	Amended Budget
Fund 102			
2% - Tourism Fund			
Revenues			
Intergovernmental Revenue	5,488,352		5,488,352
Federal Grants	1,700,000		1,700,000
Interest & Miscellaneous Income	21,500		21,500
Unreserved Fund Balance	1,171,826	1,300,000	2,471,826
Total Revenues	<u>8,381,678</u>	<u>1,300,000</u>	<u>9,681,678</u>
Expenditures			
Personnel Services	743,588		743,588
Supplies	16,000		16,000
Other Services & Charges	4,989,495		4,989,495
Capital Outlay	52,500		52,500
Other Financing Uses	2,580,095	1,300,000	3,880,095
Total Expenditures	<u>8,381,678</u>	<u>1,300,000</u>	<u>9,681,678</u>

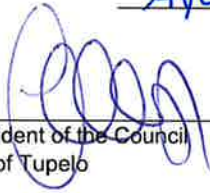
Purpose: To budget for the transfer of funds for the Pickleball Project to the Capital Fund.

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:



 President of the Council
 City of Tupelo

Attest:

Missy Shelton
 Clerk of the Council

Todd Gonda
 Mayor
 City of Tupelo

Attest:

Keimelanna
 City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE April 18, 2023

SUBJECT: IN THE MATTER OF THE 2022 CONTINUING DISCLOSURE **KH**

Request:

I am requesting the acceptance of City of Tupelo Continuing Disclosure for fiscal year ending 9/30/2022.

ITEM

2022 Continuing Disclosure Submission

**APPENDIX A - ECONOMIC AND DEMOGRAPHIC INFORMATION
CITY OF TUPELO, MISSISSIPPI
FOR FISCAL YEAR 2022**

General Description

The City of Tupelo (the "**City**"), the county seat of Lee County, Mississippi (the "**County**"), was incorporated on July 20, 1870, and occupies an area of approximately 23 square miles in the central section of the County in the prairie soil area of the northeastern portion of the State of Mississippi (the "**State**"). The City lies 104 miles southeast of Memphis, Tennessee, 142 miles northwest of Birmingham, Alabama, 170 miles northeast of Jackson, the capital city of the State, 274 miles northwest of Mobile, Alabama, and 340 miles northeast of New Orleans, Louisiana.

Population

The population of the City has been recorded as follows:

1990	2000	2010	2020	2021
30,985	34,211	34,546	37,923	37,667

SOURCE: Census data at website: www.census.gov; February 2023.

Government

The City, which operates under the Mayor-City Council form of government, is divided into seven wards or voting precincts, with one City Council member elected from each ward, and the Mayor and two additional City Council members elected from the City at large. The Mayor and City Council members are elected for concurrent four-year terms, set to expire next in July 2025. The current Mayor and members of the City Council are as follows:

Name	Position	Position Held Since
Todd Jordan	Mayor	July 2021
Chad Mims	Ward 1 Council Member	July 2021
Lynn Bryan	Ward 2 Council Member	July 2013
Travis Beard	Ward 3 Council Member	July 2014
Nettie Y. Davis	Ward 4 Council Member	July 2001
Buddy Palmer	Ward 5 Council Member	July 2013
Janet Gaston	Ward 6 Council Member	July 2021
Rosie Jones	Ward 7 Council Member	July 2021

Transportation

The City is served by U.S. Highway 45, running north and south through the eastern portion of the City, which connects the City to Columbus, Mississippi, Meridian, Mississippi, and Mobile, Alabama to the south and Corinth, Mississippi and western Tennessee to the north. U.S. Highway 78, running northwest and southeast through the northern portion of the City, connects the City with Memphis, Tennessee and Birmingham, Alabama. State Highway 6 connects the City with Oxford, Mississippi, the site of the University of Mississippi, and Interstate Highway 55 to the West.

The Burlington Northern Santa Fe Railroad Company, running northwest and southeast through the center of the City, connects the City with Memphis, Tennessee and Birmingham, Alabama. The Kansas City Southern Railroad Company runs north and south through the center of the City and connects the City to Meridian, Mississippi to the south and Corinth, Mississippi to the north.

Tupelo Regional Airport (C.D. Lemons Field) is a federally certified, fully instrumental; all-weather commercial service airport located three miles west of the center of the City. The municipal airport provides a full range of general aviation flight and aircraft services. The airport also serves as a base for a major Army National Guard Aviation Company, which employs several hundred personnel.

The City is located 18 miles from the Port of Fulton on the Tennessee-Tombigbee Waterway (the "Waterway"). The Waterway was constructed at a cost of \$1.4 billion to connect the Tombigbee River with the Tennessee River, reducing the water distance from the Gulf of Mexico to many inland ports by as much as 819 miles. The Waterway provides low cost water transportation to much of northeast Mississippi.

Approximately twenty motor freight carriers have terminal facilities in the City. Convenient parcel delivery service is provided to residents of the area by six commercial carriers. Parcels may also be shipped on the bus lines serving the City, and local taxi companies provide additional local delivery services.

Per Capita Income

The following represents per capita income annually for the County, for State of Mississippi, and for the United States of America:

Year	County	Mississippi	United States	County as % Of U.S.
2021	51,703	45,881	64,143	81%
2020	48,080	42,716	59,765	80%
2019	44,363	39,445	56,250	79%
2018	41,276	37,822	54,098	76%
2017	40,579	36,817	51,811	78%

SOURCE: Bureau of Economic Analysis, *Regional Economic Accounts – Per Capita Personal Income*, (data last updated November 2022). February 2023.

Retail Sales for the City

State Fiscal Year Ended June 30	Amount
2022	2,119,559,837
2021	2,076,409,480
2020	1,811,415,732
2019	1,802,579,796
2018	1,853,472,455

SOURCE: Annual Reports for years indicated, Mississippi Department of Revenue's website: www.dor.ms.gov; information available as of February 2023.

Major Employers

The following is a listing of the City's major employers, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
North Mississippi Health Services	7,100	Healthcare
Cooper Tire & Rubber Company	1,720	Manufacturing
Tupelo Public School District	1,200	Education
MTD Products	1,050	Manufacturing
JESCO, Inc.	1,000	Construction
Lee County School District	1,000	Education
BancorpSouth, Inc.	800	Financial Services

SOURCE: Community Development Corporation website www.cdfms.org, information available as of February 2023.

Banking Institutions

Institutions	Total Assets
Regions Bank ¹	156,809,000,000
Cadence Bank ²	47,699,660,000
Trustmark National Bank ³	17,188,285,000
Renasant Bank ⁴	16,479,057,000
Community Bank of Mississippi ⁵	4,554,907,000
Bank Plus ⁶	6,775,054,000
CB & S Bank ⁷	2,345,222,000
FNB Oxford ⁸	587,835,000
First American National Bank ⁹	370,788,000

SOURCE: Federal Deposit Insurance Corporation BankFind database at www.fdic.gov. All assets are stated as of September 30, 2022; information available as of February 2023.

¹ Headquarters located in Birmingham, Alabama.

² Headquartered in Tupelo, Mississippi. Formerly known as BancorpSouth Bank.

³ Headquarters located in Jackson, Mississippi.

⁴ Headquarters located in Tupelo, Mississippi.

⁵ Headquarters located in Forrest, Mississippi.

⁶ Headquarters located in Belzoni, Mississippi.

⁷ Headquarters located in Russellville, Alabama.

⁸ Headquarters located in Oxford, Mississippi.

⁹ Headquarters located in Iuka, Mississippi.

Unemployment Statistics of the County

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Averages
2018	3.7	4.0	3.5	3.6	3.9	4.8	4.7	4.3	3.8	3.7	3.7	4.1	4.0
2019	4.3	4.2	4.1	3.9	4.0	5.2	5.5	4.9	4.4	4.1	4.1	3.8	4.4
2020	4.1	4.2	5.9	21.6	12.7	10.6	9.2	6.4	6.4	5.4	5.3	5.2	8.0
2021	5.7	5.5	5.8	4.9	4.9	5.8	5.2	4.7	3.9	3.4	2.9	2.8	4.6
2022	3.9	3.6	2.8	2.9	3.0	3.6	3.7	3.1	3.1	2.9	3.0	3.0	3.2

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; information available as of February 2023.

Employment Statistics of the County

	2017	2018	2019	2020	2021
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	41,080	40,740	41,540	40,820	41,210
II. Unemployed	1,690	1,630	1,850	3,250	1,900
Rate	4.1	4.0	4.5	8.0	4.6
III. Employed	39,390	39,110	39,690	37,570	39,310
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	10,730	10,570	10,770		
II. Non-manufacturing	45,130	45,090	45,830		
A. Agriculture, Forestry, Fishing & Hunting	0	0	0		
B. Mining	0	0	0		
C. Utilities	170	180	180		
D. Construction	1,410	1,490	1,490		
E. Wholesale Trade	1,900	2,040	2,140		
F. Retail Trade	7,020	6,970	6,860		
G. Transportation & Warehousing	1,540	1,680	1,830		
H. Information	1,160	1,150	1,100		
I. Finance & Insurance	1,470	1,560	1,660		
J. Real Estate, Rental & Leasing	530	510	540		
K. Prof., Scientific & Technical Service	1,700	1,760	1,890		
L. Management of Companies & Entertainment	900	900	900		
M. Administrative Support & Waste Management	5,850	6,030	6,450		
N. Educational Services	130	140	130		
O. Health Care & Social Assistance	9,660	9,210	9,220		
P. Arts, Entertainment & Recreation	400	370	400		
Q. Accommodation & Food Service	4,830	4,680	4,590		
R. Other Services (except Public Administration)	1,050	1,060	1,050		
S. Government	5,410	5,360	5,400		
Education	2,680	2,650	2,650		
III. Total Nonagricultural Employment	55,860	55,660	56,600		

SOURCE: Mississippi Department of Employment Security (“MDES”): Annual Averages: Labor Force and Establishment Based Employment 2011-2019, Labor Market Information Department at website: www.mdes.ms.gov; Last revision date of information May 2021. Annual Averages 2020 Forward, released May 2022, are limited to “Residence Based Amounts” and MDES no longer provides “Establishment Based Employment” data. Information available as of February 2023.

Educational Facilities

The Tupelo Public School District (the "District") serves the entire City and a large rural area west of the City. The District currently operates one early childhood center, nine elementary schools, one middle school, one career center, one discipline center, and one high school, and employs approximately 584 certified teachers and/or certified personnel and approximately 531 support personnel.

Enrollment figures for the District for the current scholastic year and for the four preceding years are as follows:

Scholastic Year	Enrollment
2022-23	7,132
2021-22	7,151
2020-21	7,005
2019-20	7,002
2018-19	6,994

SOURCE: Office of Research and Statistics, Mississippi Department of Education; February 2023.

TAX INFORMATION

Assessed Valuation¹⁰

Assessment Year	Real Property	Personal Property	Automobiles	Public Utility Property	Total
2022	\$414,644,736	\$107,936,199	\$62,270,198	\$7,372,664	\$591,219,853
2021	409,140,242	96,334,235	63,739,836	5,665,764	574,880,077
2020	407,562,279	94,400,740	58,199,758	5,665,764	565,828,541
2019	377,171,673	93,132,978	57,958,426	6,665,605	534,928,682
2018	372,258,284	85,673,763	55,680,013	6,665,605	520,277,665

SOURCE: Office of the City Clerk; February 2023.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, *inter alia*, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

The assessed valuation figures above do include property exempt from all municipal ad valorem tax for periods of up to ten years, primarily for new or expanded manufacturing facilities.

Procedure for Property Assessments

The Tax Assessor of Lee County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the County assessment

¹⁰ The total assessed valuation is approved in the September preceding the beginning of the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2022 are collected starting in January 2023 for the 2022-23 fiscal year budget of the City.

roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy per \$1,000 Valuation¹¹

	2022-23	2021-22	2020-21	2019-20	2018-19
GENERAL PURPOSES					
Special Levy for Street Improvements	10.00	10.00	10.00	10.00	10.00
General Fund	11.79	11.73	12.97	12.94	12.94
Firemen & Policemen Retirement Fund	1.61	1.61	1.61	1.61	1.61
Municipal Bond & Interest Fund	8.20	8.20	6.95	6.95	6.95
Library Fund	.87	.93	0.94	0.97	0.97
SUBTOTAL	32.47	32.47	32.47	32.47	32.47
SCHOOL PURPOSES					
School Maintenance Fund	55.00	55.00	55.00	55.00	55.00
School Bond & Interest Fund	6.10	6.10	6.10	6.10	6.10
School Notes Payable Fund	0.00	0.00	0.00	0.00	0.00
Tupelo/Lee County Vo-Tech Fund	0.00	0.00	0.00	0.00	0.00
Shortfall Note 2008	0.00	0.00	0.00	0.00	0.00
Short Term Debt	3.00	3.00	3.00	3.00	3.00
SUBTOTAL	64.10	64.10	64.10	64.10	64.10
TOTAL TAX LEVY	98.57	96.57	96.57	96.57	96.57

SOURCE: Office of the City Clerk; February 2023.

¹¹ Tax levy is given in mills.

Ad Valorem Tax Collection

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over (Under)
2022	\$17,114,091	\$17,390,783	\$276,692
2021	16,828,529	17,212,489	383,960
2020	15,995,659	16,435,136	439,477
2019	15,551,126	15,956,167.84	405,038.84
2018	15,346,505	15,618,946	272,441

SOURCE: Office of the City Clerk; February 2023.

Procedure for Tax Collections

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the 15th day of December and after the 15th day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To ensure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property

at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On December 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next proceeding year.

Ten Largest Taxpayers

The ten largest taxpayers in the City for assessment year 2022 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected¹²
COOPER TIRE & RUBBER COMPANY	22,102,191.00	2,958,157.24
TUP 130 LLC	6,865,049.00	968,593.63
RENASANT BANK	3,901,972.00	523,608.96
NS RETAIL HOLDINGS LLC	3,727,474.00	509,621.00
COOPER TIRE & RUBBER CO	5,174,688.00	506,674.32
SUNSHINE MILLS INC	3,629,399.00	485,758.77
FUTURE FOAM INC	3,784,147.00	484,565.49
CLEVELAND PROPERTIES LLC	3,494,280.00	474,934.19
SUPER SAGLESS #4201	3,242,784.00	330,933.12
BANCORPSOUTH BANK	2,245,668.00	300,560.20
Totals	58,167,652.00	7,543,406.92

SOURCE: Office of the City Clerk; February 2023.

¹² City taxes only, does not include school taxes.

DEBT INFORMATION**Legal Debt Limit Statement**

(As of March 1, 2023)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$591,219,853)	\$88,682,978	\$118,243,971
Present Debt Subject to Debt Limits	46,180,000	46,180,000
Margin for Further Debt Under Debt Limits	\$42,502,978	\$72,063,971

Statutory Debt Limits

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed 15 percent of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such 15 percent limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds 20 percent of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, the Series 2008 Bonds, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt Subject to Debt Limits

(As of March 1, 2023)

Issue	Date of Issue	Outstanding Principal
General Obligation Water Bonds	12/17/08	675,000 ¹³
General Obligation Bonds	12/01/11	2,425,000
General Obligation Bonds	11/01/12	4,140,000
General Obligation Bonds	04/01/13	4,140,000
General Obligation Bonds	09/01/13	1,370,000
General Obligation Bonds (MDB)	07/28/15	2,300,000
General Obligation Bond (MDB)	05/12/16	5,400,000
General Obligation Refunding Bonds	08/04/16	1,215,000
General Obligation Bonds (MDB)	11/14/17	9,600,000
General Obligation Water Refunding Bonds	5/31/19	4,915,000
General Obligation Bonds (MDB)	5/07/20	10,000,000
Total		\$46,180,000

Tax Increment Bonds¹⁴

Issue	Date of Issue	Outstanding Principal
Tax Increment Limited Obligation Bonds	05/13/09	115,000
Tax Increment Limited Obligation Bonds	6/15/21	586,000
Total		\$701,000

¹³ Reflects the principal amount of the December 1, 2033 maturity. The 2019 through 2032 maturities were refunded on June 1, 2019 with the proceeds of the Series 2019 Bonds.

¹⁴ These bonds are payable as to principal and interest solely from the avails of a tax increment resulting from the taxation by the City of the "captured assessed value" of the project, and the property on which it is located, for which the improvements financed with the proceeds from these bonds benefited.

Other Outstanding Long-Term Debt

Issue	Date of Issue	Outstanding Principal
Promissory Note (Tupelo, Mississippi Revenue Project)	4/12/18	11,610,000
Promissory Note (Tupelo, Mississippi Revenue Project)	7/18/19	15,000,000
Total		\$26,610,000

SOURCE: Office of the City Clerk; February 2023.

FY Ending September 30	General Obligation Debt		
	Principal	Interest	Total
2023	2,605,000.00	1,523,125.02	4,128,125.02
2024	3,005,000.00	1,439,125.02	4,444,125.02
2025	3,420,000.00	1,345,303.77	4,765,303.77
2026	3,535,000.00	1,237,012.52	4,772,012.52
2027	3,300,000.00	1,124,507.52	4,424,507.52
2028	3,435,000.00	1,018,120.02	4,453,120.02
2029	3,435,000.00	898,856.27	4,333,856.27
2030	3,280,000.00	780,988.77	4,060,988.77
2031	3,435,000.00	665,528.77	4,100,528.77
2032	3,250,000.00	562,841.26	3,812,841.26
2033	3,400,000.00	462,563.13	3,862,563.13
2034	2,575,000.00	387,766.25	2,962,766.25
2035	2,000,000.00	309,360.00	2,309,360.00
2036	2,100,000.00	237,310.00	2,337,310.00
2037	1,500,000.00	170,525.00	1,670,525.00
2038	1,500,000.00	130,175.00	1,630,175.00
2039	900,000.00	90,000.00	990,000.00
2040	900,000.00	45,000.00	945,000.00
Totals	\$47,105,000.00	\$12,428,108.32	\$59,533,108.32

General Obligation Bonded Debt

	Fiscal Year Ended September 30				
	2022	2021	2020	2019	2018
G.O. Water Bonds (12/17/08)	675,000 ¹⁵	675,000	675,000	675,000	7,690,000
G.O. Fairgrounds Project Refunding Bonds, Series A (6/21/11)	-0-	-0-	-0-	-0-	820,000
G.O. Taxable Fairgrounds Project Refunding Bonds, Series B (6/21/11)	-0-	-0-	-0- ¹⁶	2,225,000	2,725,000
G.O. Bonds, Series 2011 (12/01/11)	2,685,000	2,850,000	3,015,000	3,175,000	3,335,000
G.O. Bonds, Series 2012 (12/04/12)	4,140,000	4,670,000	4,920,000	5,160,000	5,400,000
G.O. Bonds, Series 2013 (4/01/13)	4,410,000	4,670,000	4,920,000	5,160,000	5,400,000
G.O. Bonds, Series 2013 (9/01/13)	1,370,000	1,575,000	1,775,000	1,965,000	2,150,000
G. O. Bonds (MDB), Series 2015 (7/28/15)	2,300,000	2,700,000	3,100,000	3,500,000	3,700,000
G. O. Refunding Bonds, Series 2016 (1/28/16)	-0-	715,000	1,525,000	2,315,000	3,030,000
G. O. Bonds (MDB), Series 2016 (5/12/16)	5,400,000	5,500,000	5,600,000	5,700,000	5,800,000
G. O. Refunding Bonds, Series 2016 (8/04/16)	1,215,000	2,685,000	4,085,000	5,430,000	6,725,000
G. O. Bonds (MDB), Series 2017 (11/14/17)	9,600,000	10,000,000	10,000,000	10,000,000	10,000,000
G.O. Water Refunding Bonds, Series 2019 (5/31/19)	5,310,000	5,685,000	6,045,000	6,385,000	-0-
G. O. Bonds (MDB) Series 2020 (5/07/20)	10,000,000	10,000,000	10,000,000	-0-	-0-
Totals	\$47,105,000	\$51,725,000	\$55,560,000	\$51,690,000	\$56,775,000

¹⁵ Reflects the principal amount of the December 1, 2033 maturity. The 2019 through 2032 maturities were refunded on June 1, 2019 with the proceeds of the Series 2019 Bonds.

¹⁶ The 2021 through 2023 Maturities were called for redemption on January 1, 2020.

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2022	\$47,105,000	7.97%
2021	51,725,000	8.99
2020	55,560,000	9.82
2019	51,690,000	9.66
2018	56,775,000	10.91

Overlapping/Underlying General Obligation Indebtedness

	2021 Population	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Lee County	82,883	\$9,955,000 ¹⁷	\$120.11

	Total General Obligation Bonded Debt
Tupelo Public School District	\$22,565,000 ¹⁸

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¹⁷ Source: Office of the Lee County, MS Chancery Clerk, March 2023.

¹⁸ Source: 2022 Audited Financial Statement of the District. Balance at fiscal year ending June 30, 2022.



Submission ID: P21277960

Submission Date: 3/27/2023 10:52 AM

Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2022 Appendix A Information - City of Tupelo, MS, for the year ended 09/30/2022

Document

File	Period Date
FY 2022 Appendix A Information - City of Tupelo,	03/27/2023

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
60534W	MISSISSIPPI DEVELOPMENT BANK
899797	CITY OF TUPELO, MISSISSIPPI
60534Q	MISSISSIPPI DEV BK SPL OBLIG

Total CUSIPs associated with this submission: 257

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534W7C6	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2025	3
60534W7D4	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2026	3
60534W7E2	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2027	3
60534W7F9	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2028	5
60534W7G7	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2029	5
60534W7H5	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2030	5
60534W7J1	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2031	4
60534W7K8	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2032	4
60534W7L6	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2033	4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534W7M4	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2034	4
60534W7N2	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2036	5
60534W7P7	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2038	5
60534W7Q5	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2040	5
60534WR26	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2024	5
60534WR34	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2025	5
60534WR42	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2026	5
60534WR59	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2027	5
60534WR67	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2028	5
60534WR75	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2029	5
60534WR83	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2030	5
60534WR91	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2031	5
60534WS25	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2032	5
60534WS33	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2033	5
60534WS41	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2034	4
60534WS58	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2035	4
60534WS66	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2036	4
60534WS74	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2037	4
60534WS82	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2038	4
60534WS90	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2039	4
60534WT57	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2040	4
60534WT24	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2044	5.25
60534WT32	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2049	5
60534WT65	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2049	4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797B78	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2019	4
899797B86	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2020	4
899797B94	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2021	4
899797C28	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2022	4
899797C36	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2023	4
899797C44	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2024	4
899797C51	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2025	4
899797C69	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2026	4
899797C77	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2027	4
899797C85	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2028	4
899797C93	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2029	4
899797D27	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2030	4
899797D35	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2031	4
899797D43	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2032	4
60534WTX6	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2019	2
60534WTY4	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2020	3
60534WTZ1	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2021	3
60534WUA4	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2022	3
60534WUB2	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2023	3
60534WUC0	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2024	5
60534WUD8	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2025	5
60534WUE6	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2026	5
60534WUF3	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2027	5
60534WUG1	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2028	5
60534WUH9	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2029	5
60534WUJ5	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2030	5
60534WUK2	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2031	5
60534WUL0	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2032	5
60534WUM8	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2033	5
60534WPY8	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2021	4.5
60534WPZ5	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2022	5
60534WQA9	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2023	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534WQB7	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2024	5
60534WQC5	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2025	5
60534WQD3	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2026	5
60534WQE1	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2027	5
60534WQF8	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2028	4
60534WQG6	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2029	4
60534WQH4	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2030	4
60534WQJ0	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2031	2
60534WQK7	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2032	3
60534WQL5	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2033	3
60534WQM3	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2034	3
60534WQN1	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2035	3
60534WQP6	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2036	0.05
60534WQQ4	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2037	0.05
899797A53	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2017	3
899797A61	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2018	3
899797A79	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2019	4
899797A87	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2020	4
899797A95	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2021	5
899797B29	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2022	5
899797B37	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2023	4
899797B45	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2024	3
899797B52	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2025	3
899797B60	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2026	3
899797ZN7	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2014	2.5
899797ZP2	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2015	2.5
899797ZQ0	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2016	2.5
899797ZR8	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2017	2.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797ZS6	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2018	2.5
899797ZT4	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2019	2.5
899797ZU1	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2020	2.5
899797ZV9	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2021	2.5
899797ZW7	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2022	2.5
899797ZX5	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2023	2.625
899797ZY3	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2024	2.75
899797ZZ0	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2025	3
899797A20	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2026	3
899797A38	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2027	3.125
899797A46	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2028	3.25
899797YS7	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2014	3
899797YT5	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2015	3
899797YU2	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2016	3
899797YV0	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2017	3
899797YW8	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2018	3
899797YX6	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2019	3
899797YY4	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2020	2.75
899797YZ1	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2021	2.75
899797ZA5	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2022	2.75
899797ZB3	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2023	2.75
899797ZC1	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2024	2.375
899797ZD9	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2025	2.1
899797ZE7	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2026	2.125
899797ZF4	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2027	2.2
899797ZG2	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2028	2.25
899797ZH0	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2029	2.25
899797ZJ6	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2030	2.3
899797ZK3	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2031	2.375
899797ZL1	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2032	2.375
899797ZM9	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2033	2.5
899797XW9	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2013	2
899797XX7	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2014	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797XY5	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2015	2
899797XZ2	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2016	2
899797YA6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2017	2
899797YB4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2018	2
899797YC2	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2019	2
899797YD0	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2020	2
899797YE8	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2021	2
899797YF5	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2022	2
899797YG3	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2023	2
899797YH1	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2024	2
899797YJ7	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2025	2
899797YK4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2026	2
899797YL2	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2027	2
899797YM0	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2028	2.125
899797YN8	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2029	2.25
899797YP3	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2030	2.25
899797YQ1	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2031	2.375
899797YR9	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2032	2.375
899797XB5	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2012	2.25
899797XC3	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2013	2.25
899797XD1	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2014	2.25
899797XE9	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2015	2.25
899797XF6	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2016	2.25
899797XG4	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2017	2.25
899797XH2	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2018	2.25
899797XJ8	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2019	2.25
899797XK5	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2020	2.25
899797XL3	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2021	2.25
899797XM1	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2022	2.1
899797XN9	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2023	2.1
899797XP4	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2024	2.125
899797XQ2	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2025	2.3
899797XR0	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2026	2.4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797XS8	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2027	2.5
899797XT6	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2028	2.625
899797XU3	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2029	2.75
899797XV1	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2030	2.875
899797WP5	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2012	2
899797WQ3	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2013	2
899797WR1	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2014	2
899797WS9	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2015	2.5
899797WT7	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2016	2.5
899797WU4	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2017	3
899797WV2	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2018	3
899797WW0	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2019	3.5
899797WX8	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2020	4
899797WY6	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2021	4
899797WZ3	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2022	4.25
899797XA7	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2023	4.375
899797VD3	WTR BDS 2008	12/17/2008	12/01/2009	5.5
899797VE1	WTR BDS 2008	12/17/2008	12/01/2010	5.5
899797VF8	WTR BDS 2008	12/17/2008	12/01/2011	5.5
899797VG6	WTR BDS 2008	12/17/2008	12/01/2012	5.5
899797VH4	WTR BDS 2008	12/17/2008	12/01/2013	5.5
899797VJ0	WTR BDS 2008	12/17/2008	12/01/2014	5.5
899797VK7	WTR BDS 2008	12/17/2008	12/01/2015	5.5
899797VL5	WTR BDS 2008	12/17/2008	12/01/2016	5.5
899797VM3	WTR BDS 2008	12/17/2008	12/01/2017	5.5
899797VN1	WTR BDS 2008	12/17/2008	12/01/2018	5
899797VP6	WTR BDS 2008	12/17/2008	12/01/2019	3.9
899797VQ4	WTR BDS 2008	12/17/2008	12/01/2020	4
899797VR2	WTR BDS 2008	12/17/2008	12/01/2021	4
899797VS0	WTR BDS 2008	12/17/2008	12/01/2022	4.1
899797VT8	WTR BDS 2008	12/17/2008	12/01/2023	4.2
899797VU5	WTR BDS 2008	12/17/2008	12/01/2024	4.3
899797VV3	WTR BDS 2008	12/17/2008	12/01/2025	4.3

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797VW1	WTR BDS 2008	12/17/2008	12/01/2026	4.4
899797VX9	WTR BDS 2008	12/17/2008	12/01/2027	4.4
899797VY7	WTR BDS 2008	12/17/2008	12/01/2028	4.5
899797VZ4	WTR BDS 2008	12/17/2008	12/01/2029	4.6
899797WA8	WTR BDS 2008	12/17/2008	12/01/2030	4.6
899797WB6	WTR BDS 2008	12/17/2008	12/01/2031	4.7
899797WC4	WTR BDS 2008	12/17/2008	12/01/2032	4.7
899797WD2	WTR BDS 2008	12/17/2008	12/01/2033	4.75
60534QWN7	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2008	5
60534QWP2	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2009	5
60534QWQ0	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2010	4.5
60534QWR8	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2011	4.5
60534QWS6	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2012	4.5
60534QWT4	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2013	4.5
60534QWU1	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2014	4.5
60534QWV9	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2015	4.5
60534QWW7	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2016	4
60534QWX5	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2017	4
60534QWY3	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2018	4.125
60534QWZ0	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2019	4.25
60534QXA4	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2020	4.25
60534QXB2	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2021	4.25
60534QXC0	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2022	4.375
60534QVX6	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2008	5
60534QVY4	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2009	5
60534QVZ1	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2010	5
60534QWA5	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2011	5
60534QWB3	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2012	5
60534QWC1	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2013	4
60534QWD9	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2014	4
60534QWE7	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2015	4
60534QWF4	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2016	4
60534QWG2	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2017	4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534QWH0	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2018	4
60534QWJ6	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2019	4
60534QWK3	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2020	4.125
60534QWL1	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2021	4.125
60534QWM9	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2022	4.25
899797UN2	GO PUB IMPT BDS 2007	02/01/2007	02/01/2008	5.25
899797UP7	GO PUB IMPT BDS 2007	02/01/2007	02/01/2009	5.25
899797UQ5	GO PUB IMPT BDS 2007	02/01/2007	02/01/2010	5.25
899797UR3	GO PUB IMPT BDS 2007	02/01/2007	02/01/2011	5.25
899797US1	GO PUB IMPT BDS 2007	02/01/2007	02/01/2012	5.25
899797UT9	GO PUB IMPT BDS 2007	02/01/2007	02/01/2013	4.25
899797UU6	GO PUB IMPT BDS 2007	02/01/2007	02/01/2014	3.75
899797UV4	GO PUB IMPT BDS 2007	02/01/2007	02/01/2015	3.75
899797UW2	GO PUB IMPT BDS 2007	02/01/2007	02/01/2016	3.75
899797UX0	GO PUB IMPT BDS 2007	02/01/2007	02/01/2017	3.75
899797UY8	GO PUB IMPT BDS 2007	02/01/2007	02/01/2018	3.75
899797UZ5	GO PUB IMPT BDS 2007	02/01/2007	02/01/2019	3.75
899797VA9	GO PUB IMPT BDS 2007	02/01/2007	02/01/2020	3.75
899797VB7	GO PUB IMPT BDS 2007	02/01/2007	02/01/2021	3.75
899797VC5	GO PUB IMPT BDS 2007	02/01/2007	02/01/2022	3.75
60534QAA9	TUPELO URBAN RENEWAL	12/29/2005	01/01/2009	6.25
60534QAB7	TUPELO URBAN RENEWAL	12/29/2005	01/01/2010	6.25
60534QAC5	TUPELO URBAN RENEWAL	12/29/2005	01/01/2011	6.25
60534QAD3	TUPELO URBAN RENEWAL	12/29/2005	01/01/2012	6.25
60534QAE1	TUPELO URBAN RENEWAL	12/29/2005	01/01/2013	6.25
60534QAF8	TUPELO URBAN RENEWAL	12/29/2005	01/01/2014	6.25
60534QAG6	TUPELO URBAN RENEWAL	12/29/2005	01/01/2015	6.25
60534QAH4	TUPELO URBAN RENEWAL	12/29/2005	01/01/2016	5.125
60534QAJ0	TUPELO URBAN RENEWAL	12/29/2005	01/01/2017	5.125
60534QAK7	TUPELO URBAN RENEWAL	12/29/2005	01/01/2018	5.25
60534QAL5	TUPELO URBAN RENEWAL	12/29/2005	01/01/2022	5.375
60534QAM3	TUPELO URBAN RENEWAL	12/29/2005	01/01/2026	5.6

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APPENDIX F

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Submission ID: P21272252

Submission Date: 3/15/2023 12:34 PM

Status: PUBLISHED

Disclosure Categories

Voluntary Disclosure

Budget: FY 2023 Budget - City of Tupelo, MS, for the year ended 09/30/2022

Document

File	Period Date
FY 2023 Budget - City of Tupelo, MS.pdf	03/15/2023

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
60534W	MISSISSIPPI DEVELOPMENT BANK
899797	CITY OF TUPELO, MISSISSIPPI
60534Q	MISSISSIPPI DEV BK SPL OBLIG

Total CUSIPs associated with this submission: 257

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534W7C6	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2025	3
60534W7D4	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2026	3
60534W7E2	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2027	3
60534W7F9	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2028	5
60534W7G7	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2029	5
60534W7H5	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2030	5
60534W7J1	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2031	4
60534W7K8	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2032	4
60534W7L6	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2033	4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534W7M4	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2034	4
60534W7N2	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2036	5
60534W7P7	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2038	5
60534W7Q5	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2040	5
60534WR26	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2024	5
60534WR34	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2025	5
60534WR42	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2026	5
60534WR59	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2027	5
60534WR67	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2028	5
60534WR75	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2029	5
60534WR83	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2030	5
60534WR91	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2031	5
60534WS25	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2032	5
60534WS33	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2033	5
60534WS41	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2034	4
60534WS58	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2035	4
60534WS66	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2036	4
60534WS74	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2037	4
60534WS82	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2038	4
60534WS90	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2039	4
60534WT57	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2040	4
60534WT24	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2044	5.25
60534WT32	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2049	5
60534WT65	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2049	4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797B78	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2019	4
899797B86	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2020	4
899797B94	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2021	4
899797C28	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2022	4
899797C36	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2023	4
899797C44	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2024	4
899797C51	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2025	4
899797C69	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2026	4
899797C77	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2027	4
899797C85	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2028	4
899797C93	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2029	4
899797D27	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2030	4
899797D35	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2031	4
899797D43	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2032	4
60534WTX6	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2019	2
60534WTY4	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2020	3
60534WTZ1	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2021	3
60534WUA4	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2022	3
60534WUB2	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2023	3
60534WUC0	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2024	5
60534WUD8	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2025	5
60534WUE6	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2026	5
60534WUF3	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2027	5
60534WUG1	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2028	5
60534WUH9	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2029	5
60534WUJ5	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2030	5
60534WUK2	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2031	5
60534WUL0	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2032	5
60534WUM8	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2033	5
60534WPY8	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2021	4.5
60534WPZ5	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2022	5
60534WQA9	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2023	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534WQB7	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2024	5
60534WQC5	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2025	5
60534WQD3	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2026	5
60534WQE1	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2027	5
60534WQF8	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2028	4
60534WQG6	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2029	4
60534WQH4	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2030	4
60534WQJ0	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2031	2
60534WQK7	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2032	3
60534WQL5	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2033	3
60534WQM3	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2034	3
60534WQN1	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2035	3
60534WQP6	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2036	0.05
60534WQQ4	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2037	0.05
899797A53	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2017	3
899797A61	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2018	3
899797A79	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2019	4
899797A87	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2020	4
899797A95	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2021	5
899797B29	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2022	5
899797B37	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2023	4
899797B45	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2024	3
899797B52	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2025	3
899797B60	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2026	3
899797ZN7	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2014	2.5
899797ZP2	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2015	2.5
899797ZQ0	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2016	2.5
899797ZR8	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2017	2.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797ZS6	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2018	2.5
899797ZT4	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2019	2.5
899797ZU1	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2020	2.5
899797ZV9	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2021	2.5
899797ZW7	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2022	2.5
899797ZX5	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2023	2.625
899797ZY3	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2024	2.75
899797ZZ0	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2025	3
899797A20	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2026	3
899797A38	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2027	3.125
899797A46	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2028	3.25
899797YS7	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2014	3
899797YT5	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2015	3
899797YU2	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2016	3
899797YV0	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2017	3
899797YW8	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2018	3
899797YX6	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2019	3
899797YY4	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2020	2.75
899797YZ1	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2021	2.75
899797ZA5	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2022	2.75
899797ZB3	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2023	2.75
899797ZC1	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2024	2.375
899797ZD9	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2025	2.1
899797ZE7	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2026	2.125
899797ZF4	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2027	2.2
899797ZG2	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2028	2.25
899797ZH0	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2029	2.25
899797ZJ6	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2030	2.3
899797ZK3	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2031	2.375
899797ZL1	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2032	2.375
899797ZM9	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2033	2.5
899797XW9	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2013	2
899797XX7	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2014	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797XY5	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2015	2
899797XZ2	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2016	2
899797YA6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2017	2
899797YB4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2018	2
899797YC2	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2019	2
899797YD0	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2020	2
899797YE8	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2021	2
899797YF5	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2022	2
899797YG3	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2023	2
899797YH1	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2024	2
899797YJ7	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2025	2
899797YK4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2026	2
899797YL2	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2027	2
899797YM0	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2028	2.125
899797YN8	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2029	2.25
899797YP3	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2030	2.25
899797YQ1	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2031	2.375
899797YR9	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2032	2.375
899797XB5	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2012	2.25
899797XC3	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2013	2.25
899797XD1	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2014	2.25
899797XE9	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2015	2.25
899797XF6	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2016	2.25
899797XG4	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2017	2.25
899797XH2	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2018	2.25
899797XJ8	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2019	2.25
899797XK5	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2020	2.25
899797XL3	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2021	2.25
899797XM1	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2022	2.1
899797XN9	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2023	2.1
899797XP4	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2024	2.125
899797XQ2	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2025	2.3
899797XR0	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2026	2.4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797XS8	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2027	2.5
899797XT6	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2028	2.625
899797XU3	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2029	2.75
899797XV1	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2030	2.875
899797WP5	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2012	2
899797WQ3	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2013	2
899797WR1	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2014	2
899797WS9	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2015	2.5
899797WT7	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2016	2.5
899797WU4	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2017	3
899797WV2	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2018	3
899797WW0	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2019	3.5
899797WX8	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2020	4
899797WY6	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2021	4
899797WZ3	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2022	4.25
899797XA7	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2023	4.375
899797VD3	WTR BDS 2008	12/17/2008	12/01/2009	5.5
899797VE1	WTR BDS 2008	12/17/2008	12/01/2010	5.5
899797VF8	WTR BDS 2008	12/17/2008	12/01/2011	5.5
899797VG6	WTR BDS 2008	12/17/2008	12/01/2012	5.5
899797VH4	WTR BDS 2008	12/17/2008	12/01/2013	5.5
899797VJ0	WTR BDS 2008	12/17/2008	12/01/2014	5.5
899797VK7	WTR BDS 2008	12/17/2008	12/01/2015	5.5
899797VL5	WTR BDS 2008	12/17/2008	12/01/2016	5.5
899797VM3	WTR BDS 2008	12/17/2008	12/01/2017	5.5
899797VN1	WTR BDS 2008	12/17/2008	12/01/2018	5
899797VP6	WTR BDS 2008	12/17/2008	12/01/2019	3.9
899797VQ4	WTR BDS 2008	12/17/2008	12/01/2020	4
899797VR2	WTR BDS 2008	12/17/2008	12/01/2021	4
899797VS0	WTR BDS 2008	12/17/2008	12/01/2022	4.1
899797VT8	WTR BDS 2008	12/17/2008	12/01/2023	4.2
899797VU5	WTR BDS 2008	12/17/2008	12/01/2024	4.3
899797VV3	WTR BDS 2008	12/17/2008	12/01/2025	4.3

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797VW1	WTR BDS 2008	12/17/2008	12/01/2026	4.4
899797VX9	WTR BDS 2008	12/17/2008	12/01/2027	4.4
899797VY7	WTR BDS 2008	12/17/2008	12/01/2028	4.5
899797VZ4	WTR BDS 2008	12/17/2008	12/01/2029	4.6
899797WA8	WTR BDS 2008	12/17/2008	12/01/2030	4.6
899797WB6	WTR BDS 2008	12/17/2008	12/01/2031	4.7
899797WC4	WTR BDS 2008	12/17/2008	12/01/2032	4.7
899797WD2	WTR BDS 2008	12/17/2008	12/01/2033	4.75
60534QWN7	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2008	5
60534QWP2	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2009	5
60534QWQ0	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2010	4.5
60534QWR8	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2011	4.5
60534QWS6	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2012	4.5
60534QWT4	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2013	4.5
60534QWU1	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2014	4.5
60534QWV9	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2015	4.5
60534QWW7	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2016	4
60534QWX5	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2017	4
60534QWY3	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2018	4.125
60534QWZ0	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2019	4.25
60534QXA4	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2020	4.25
60534QXB2	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2021	4.25
60534QXC0	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2022	4.375
60534QVX6	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2008	5
60534QVY4	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2009	5
60534QVZ1	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2010	5
60534QWA5	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2011	5
60534QWB3	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2012	5
60534QWC1	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2013	4
60534QWD9	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2014	4
60534QWE7	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2015	4
60534QWF4	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2016	4
60534QWG2	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2017	4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534QWH0	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2018	4
60534QWJ6	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2019	4
60534QWK3	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2020	4.125
60534QWL1	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2021	4.125
60534QWM9	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2022	4.25
899797UN2	GO PUB IMPT BDS 2007	02/01/2007	02/01/2008	5.25
899797UP7	GO PUB IMPT BDS 2007	02/01/2007	02/01/2009	5.25
899797UQ5	GO PUB IMPT BDS 2007	02/01/2007	02/01/2010	5.25
899797UR3	GO PUB IMPT BDS 2007	02/01/2007	02/01/2011	5.25
899797US1	GO PUB IMPT BDS 2007	02/01/2007	02/01/2012	5.25
899797UT9	GO PUB IMPT BDS 2007	02/01/2007	02/01/2013	4.25
899797UU6	GO PUB IMPT BDS 2007	02/01/2007	02/01/2014	3.75
899797UV4	GO PUB IMPT BDS 2007	02/01/2007	02/01/2015	3.75
899797UW2	GO PUB IMPT BDS 2007	02/01/2007	02/01/2016	3.75
899797UX0	GO PUB IMPT BDS 2007	02/01/2007	02/01/2017	3.75
899797UY8	GO PUB IMPT BDS 2007	02/01/2007	02/01/2018	3.75
899797UZ5	GO PUB IMPT BDS 2007	02/01/2007	02/01/2019	3.75
899797VA9	GO PUB IMPT BDS 2007	02/01/2007	02/01/2020	3.75
899797VB7	GO PUB IMPT BDS 2007	02/01/2007	02/01/2021	3.75
899797VC5	GO PUB IMPT BDS 2007	02/01/2007	02/01/2022	3.75
60534QAA9	TUPELO URBAN RENEWAL	12/29/2005	01/01/2009	6.25
60534QAB7	TUPELO URBAN RENEWAL	12/29/2005	01/01/2010	6.25
60534QAC5	TUPELO URBAN RENEWAL	12/29/2005	01/01/2011	6.25
60534QAD3	TUPELO URBAN RENEWAL	12/29/2005	01/01/2012	6.25
60534QAE1	TUPELO URBAN RENEWAL	12/29/2005	01/01/2013	6.25
60534QAF8	TUPELO URBAN RENEWAL	12/29/2005	01/01/2014	6.25
60534QAG6	TUPELO URBAN RENEWAL	12/29/2005	01/01/2015	6.25
60534QAH4	TUPELO URBAN RENEWAL	12/29/2005	01/01/2016	5.125
60534QAJ0	TUPELO URBAN RENEWAL	12/29/2005	01/01/2017	5.125
60534QAK7	TUPELO URBAN RENEWAL	12/29/2005	01/01/2018	5.25
60534QAL5	TUPELO URBAN RENEWAL	12/29/2005	01/01/2022	5.375
60534QAM3	TUPELO URBAN RENEWAL	12/29/2005	01/01/2026	5.6

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APPENDIX F

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Submission ID: P31101041

Submission Date: 3/29/2023 11:57 AM

Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Audited Financial Statements or ACFR: FY 2022 Audit - City of Tupelo, MS, for the year ended 09/30/2022

Document

File

Period Date

[FY 2022 Audit - City of Tupelo, MS.pdf](#)

03/29/2023

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
60534W	MISSISSIPPI DEVELOPMENT BANK
899797	CITY OF TUPELO, MISSISSIPPI
60534Q	MISSISSIPPI DEV BK SPL OBLIG

Total CUSIPs associated with this submission: 257

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534W7C6	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2025	3
60534W7D4	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2026	3
60534W7E2	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2027	3
60534W7F9	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2028	5
60534W7G7	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2029	5
60534W7H5	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2030	5
60534W7J1	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2031	4
60534W7K8	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2032	4
60534W7L6	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2033	4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534W7M4	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2034	4
60534W7N2	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2036	5
60534W7P7	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2038	5
60534W7Q5	SPECIAL OBLIGATION BONDS, SERIES 2020 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	05/07/2020	05/01/2040	5
60534WR26	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2024	5
60534WR34	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2025	5
60534WR42	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2026	5
60534WR59	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2027	5
60534WR67	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2028	5
60534WR75	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2029	5
60534WR83	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2030	5
60534WR91	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2031	5
60534WS25	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2032	5
60534WS33	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2033	5
60534WS41	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2034	4
60534WS58	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2035	4
60534WS66	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2036	4
60534WS74	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2037	4
60534WS82	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2038	4
60534WS90	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2039	4
60534WT57	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2040	4
60534WT24	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2044	5.25
60534WT32	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2049	5
60534WT65	SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT)	07/18/2019	07/01/2049	4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797B78	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2019	4
899797B86	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2020	4
899797B94	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2021	4
899797C28	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2022	4
899797C36	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2023	4
899797C44	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2024	4
899797C51	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2025	4
899797C69	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2026	4
899797C77	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2027	4
899797C85	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2028	4
899797C93	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2029	4
899797D27	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2030	4
899797D35	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2031	4
899797D43	GENERAL OBLIGATION WATER REFUNDING BONDS, SERIES 2019	05/31/2019	12/01/2032	4
60534WTX6	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2019	2
60534WTY4	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2020	3
60534WTZ1	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2021	3
60534WUA4	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2022	3
60534WUB2	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2023	3
60534WUC0	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2024	5
60534WUD8	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2025	5
60534WUE6	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2026	5
60534WUF3	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2027	5
60534WUG1	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2028	5
60534WUH9	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2029	5
60534WUJ5	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2030	5
60534WUK2	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2031	5
60534WUL0	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2032	5
60534WUM8	SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT)	04/12/2018	05/01/2033	5
60534WPY8	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2021	4.5
60534WPZ5	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2022	5
60534WQA9	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2023	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534WQB7	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2024	5
60534WQC5	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2025	5
60534WQD3	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2026	5
60534WQE1	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2027	5
60534WQF8	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2028	4
60534WQG6	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2029	4
60534WQH4	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2030	4
60534WQJ0	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2031	2
60534WQK7	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2032	3
60534WQL5	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2033	3
60534WQM3	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2034	3
60534WQN1	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2035	3
60534WQP6	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2036	0.05
60534WQQ4	SPECIAL OBLIGATION BONDS, SERIES 2017 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	11/14/2017	11/01/2037	0.05
899797A53	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2017	3
899797A61	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2018	3
899797A79	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2019	4
899797A87	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2020	4
899797A95	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2021	5
899797B29	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2022	5
899797B37	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2023	4
899797B45	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2024	3
899797B52	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2025	3
899797B60	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A	08/04/2016	07/01/2026	3
899797ZN7	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2014	2.5
899797ZP2	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2015	2.5
899797ZQ0	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2016	2.5
899797ZR8	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2017	2.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797ZS6	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2018	2.5
899797ZT4	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2019	2.5
899797ZU1	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2020	2.5
899797ZV9	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2021	2.5
899797ZW7	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2022	2.5
899797ZX5	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2023	2.625
899797ZY3	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2024	2.75
899797ZZ0	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2025	3
899797A20	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2026	3
899797A38	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2027	3.125
899797A46	GENERAL OBLIGATION BONDS, SERIES 2013	09/01/2013	09/01/2028	3.25
899797YS7	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2014	3
899797YT5	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2015	3
899797YU2	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2016	3
899797YV0	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2017	3
899797YW8	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2018	3
899797YX6	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2019	3
899797YY4	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2020	2.75
899797YZ1	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2021	2.75
899797ZA5	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2022	2.75
899797ZB3	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2023	2.75
899797ZC1	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2024	2.375
899797ZD9	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2025	2.1
899797ZE7	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2026	2.125
899797ZF4	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2027	2.2
899797ZG2	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2028	2.25
899797ZH0	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2029	2.25
899797ZJ6	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2030	2.3
899797ZK3	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2031	2.375
899797ZL1	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2032	2.375
899797ZM9	GENERAL OBLIGATION BONDS SERIES 2013	04/01/2013	04/01/2033	2.5
899797XW9	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2013	2
899797XX7	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2014	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797XY5	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2015	2
899797XZ2	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2016	2
899797YA6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2017	2
899797YB4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2018	2
899797YC2	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2019	2
899797YD0	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2020	2
899797YE8	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2021	2
899797YF5	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2022	2
899797YG3	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2023	2
899797YH1	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2024	2
899797YJ7	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2025	2
899797YK4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2026	2
899797YL2	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2027	2
899797YM0	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2028	2.125
899797YN8	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2029	2.25
899797YP3	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2030	2.25
899797YQ1	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2031	2.375
899797YR9	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2032	2.375
899797XB5	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2012	2.25
899797XC3	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2013	2.25
899797XD1	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2014	2.25
899797XE9	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2015	2.25
899797XF6	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2016	2.25
899797XG4	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2017	2.25
899797XH2	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2018	2.25
899797XJ8	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2019	2.25
899797XK5	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2020	2.25
899797XL3	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2021	2.25
899797XM1	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2022	2.1
899797XN9	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2023	2.1
899797XP4	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2024	2.125
899797XQ2	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2025	2.3
899797XR0	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2026	2.4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797XS8	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2027	2.5
899797XT6	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2028	2.625
899797XU3	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2029	2.75
899797XV1	GENERAL OBLIGATION BONDS, SERIES 2011	12/01/2011	12/01/2030	2.875
899797WP5	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2012	2
899797WQ3	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2013	2
899797WR1	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2014	2
899797WS9	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2015	2.5
899797WT7	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2016	2.5
899797WU4	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2017	3
899797WV2	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2018	3
899797WW0	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2019	3.5
899797WX8	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2020	4
899797WY6	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2021	4
899797WZ3	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2022	4.25
899797XA7	TAXABLE GENERAL OBLIGATION FAIRGROUNDS REFUNDING PROJECT, SERIES 2011B	06/21/2011	07/01/2023	4.375
899797VD3	WTR BDS 2008	12/17/2008	12/01/2009	5.5
899797VE1	WTR BDS 2008	12/17/2008	12/01/2010	5.5
899797VF8	WTR BDS 2008	12/17/2008	12/01/2011	5.5
899797VG6	WTR BDS 2008	12/17/2008	12/01/2012	5.5
899797VH4	WTR BDS 2008	12/17/2008	12/01/2013	5.5
899797VJ0	WTR BDS 2008	12/17/2008	12/01/2014	5.5
899797VK7	WTR BDS 2008	12/17/2008	12/01/2015	5.5
899797VL5	WTR BDS 2008	12/17/2008	12/01/2016	5.5
899797VM3	WTR BDS 2008	12/17/2008	12/01/2017	5.5
899797VN1	WTR BDS 2008	12/17/2008	12/01/2018	5
899797VP6	WTR BDS 2008	12/17/2008	12/01/2019	3.9
899797VQ4	WTR BDS 2008	12/17/2008	12/01/2020	4
899797VR2	WTR BDS 2008	12/17/2008	12/01/2021	4
899797VS0	WTR BDS 2008	12/17/2008	12/01/2022	4.1
899797VT8	WTR BDS 2008	12/17/2008	12/01/2023	4.2
899797VU5	WTR BDS 2008	12/17/2008	12/01/2024	4.3
899797VV3	WTR BDS 2008	12/17/2008	12/01/2025	4.3

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
899797VW1	WTR BDS 2008	12/17/2008	12/01/2026	4.4
899797VX9	WTR BDS 2008	12/17/2008	12/01/2027	4.4
899797VY7	WTR BDS 2008	12/17/2008	12/01/2028	4.5
899797VZ4	WTR BDS 2008	12/17/2008	12/01/2029	4.6
899797WA8	WTR BDS 2008	12/17/2008	12/01/2030	4.6
899797WB6	WTR BDS 2008	12/17/2008	12/01/2031	4.7
899797WC4	WTR BDS 2008	12/17/2008	12/01/2032	4.7
899797WD2	WTR BDS 2008	12/17/2008	12/01/2033	4.75
60534QWN7	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2008	5
60534QWP2	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2009	5
60534QWQ0	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2010	4.5
60534QWR8	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2011	4.5
60534QWS6	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2012	4.5
60534QWT4	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2013	4.5
60534QWU1	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2014	4.5
60534QWV9	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2015	4.5
60534QWW7	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2016	4
60534QWX5	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2017	4
60534QWY3	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2018	4.125
60534QWZ0	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2019	4.25
60534QXA4	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2020	4.25
60534QXB2	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2021	4.25
60534QXC0	TUPELO CAP IMPT PROJ	07/25/2007	07/01/2022	4.375
60534QVX6	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2008	5
60534QVY4	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2009	5
60534QVZ1	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2010	5
60534QWA5	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2011	5
60534QWB3	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2012	5
60534QWC1	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2013	4
60534QWD9	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2014	4
60534QWE7	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2015	4
60534QWF4	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2016	4
60534QWG2	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2017	4

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534QWH0	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2018	4
60534QWJ6	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2019	4
60534QWK3	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2020	4.125
60534QWL1	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2021	4.125
60534QWM9	SPEC OBLIG BDS MISS CONV CTR REF PROJ 2007	06/06/2007	07/01/2022	4.25
899797UN2	GO PUB IMPT BDS 2007	02/01/2007	02/01/2008	5.25
899797UP7	GO PUB IMPT BDS 2007	02/01/2007	02/01/2009	5.25
899797UQ5	GO PUB IMPT BDS 2007	02/01/2007	02/01/2010	5.25
899797UR3	GO PUB IMPT BDS 2007	02/01/2007	02/01/2011	5.25
899797US1	GO PUB IMPT BDS 2007	02/01/2007	02/01/2012	5.25
899797UT9	GO PUB IMPT BDS 2007	02/01/2007	02/01/2013	4.25
899797UU6	GO PUB IMPT BDS 2007	02/01/2007	02/01/2014	3.75
899797UV4	GO PUB IMPT BDS 2007	02/01/2007	02/01/2015	3.75
899797UW2	GO PUB IMPT BDS 2007	02/01/2007	02/01/2016	3.75
899797UX0	GO PUB IMPT BDS 2007	02/01/2007	02/01/2017	3.75
899797UY8	GO PUB IMPT BDS 2007	02/01/2007	02/01/2018	3.75
899797UZ5	GO PUB IMPT BDS 2007	02/01/2007	02/01/2019	3.75
899797VA9	GO PUB IMPT BDS 2007	02/01/2007	02/01/2020	3.75
899797VB7	GO PUB IMPT BDS 2007	02/01/2007	02/01/2021	3.75
899797VC5	GO PUB IMPT BDS 2007	02/01/2007	02/01/2022	3.75
60534QAA9	TUPELO URBAN RENEWAL	12/29/2005	01/01/2009	6.25
60534QAB7	TUPELO URBAN RENEWAL	12/29/2005	01/01/2010	6.25
60534QAC5	TUPELO URBAN RENEWAL	12/29/2005	01/01/2011	6.25
60534QAD3	TUPELO URBAN RENEWAL	12/29/2005	01/01/2012	6.25
60534QAE1	TUPELO URBAN RENEWAL	12/29/2005	01/01/2013	6.25
60534QAF8	TUPELO URBAN RENEWAL	12/29/2005	01/01/2014	6.25
60534QAG6	TUPELO URBAN RENEWAL	12/29/2005	01/01/2015	6.25
60534QAH4	TUPELO URBAN RENEWAL	12/29/2005	01/01/2016	5.125
60534QAJ0	TUPELO URBAN RENEWAL	12/29/2005	01/01/2017	5.125
60534QAK7	TUPELO URBAN RENEWAL	12/29/2005	01/01/2018	5.25
60534QAL5	TUPELO URBAN RENEWAL	12/29/2005	01/01/2022	5.375
60534QAM3	TUPELO URBAN RENEWAL	12/29/2005	01/01/2026	5.6

Submitter's Contact Information

Issuer's Contact Information

Obligated Person's Contact Information

APPENDIX F

Butler Snow LLP
Name: PAMELA WILDER
Address: P. O. BOX 6010
City, State Zip: RIDGELAND, MS 39158
Phone Number: 6019854335
Email: pamelawilder@butlersnow.com

©2023 Municipal Securities Rulemaking Board (MSRB)

RESOLUTION**A RESOLUTION DECLARING A TEMPORARY MORATORIUM ON ALL CONSTRUCTION RELATED PERMIT FEES OWED TO THE DEPARTMENT OF DEVELOPMENT SERVICES**

WHEREAS, the City of Tupelo, Mississippi was struck by an EF-1 tornado with sustained winds of up to 110 MPH on or about April 1, 2023; and

WHEREAS, this tornado caused significant damage to many structures located in various parts of the City of Tupelo which necessitated the issuance of a formal declaration of emergency which continues to be in effect; and

WHEREAS, it will be necessary for many property owners to undertake construction efforts to repair their residences, commercial properties, and other structures damaged by the tornado and costly permit fees will cause unnecessary burden on these property owners; and

WHEREAS, the governing authorities of the City of Tupelo have the power to adopt any orders, resolutions or ordinances with respect to such municipal affairs, property and finances which are not inconsistent with the laws of the State of Mississippi.

NOW THEREFORE BE IT RESOLVED THAT:

1. Property owners are encouraged to submit to the Department of Development Services plans for residential and commercial construction for review by city staff or recognized design review committees.
2. Any permit fees owed to the Department of Development Services related to construction necessitated by the April 1, 2023 tornado are hereby waived up to and until July 31, 2023.
3. The Director of Development Services or his designee shall make all determinations of when construction is necessitated by property damage incurred by the April 1, 2023 tornado in Tupelo, Mississippi.
4. Property owners shall continue to apply for all necessary construction-related permits despite the waiver of any fees.

After a full discussion of this matter, Council Member Gaston moved that the forgoing resolution be adopted and said motion was seconded by Council Member Palmer and upon the question being put to vote, the results were as follows:

Councilmember Mims	<u>Aye</u>
Councilmember Bryan	<u>Aye</u>
Councilmember Beard	<u>Aye</u>
Councilmember Davis	<u>Aye</u>
Councilmember Palmer	<u>Aye</u>
Councilmember Gaston	<u>Aye</u>
Councilmember Jones	<u>Aye</u>

BE IT RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI on this the 18th day of April 2023.


CITY OF TUPELO, MISSISSIPPI


LYNN BRYAN, City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED


TODD JORDAN, Mayor

April 19, 2023
DATE



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE: February 23, 2022
SUBJECT: IN THE MATTER OF BID FOR BALLARD PARK BASEBALL 4-PLEX
COMMON AREA BID #2022-004PR AF

Request:

Please review and approve the lowest and best bid from M & N Construction Company, LLC for the Ballard Park Baseball 4-plex Common Area Bid of \$214,006.00.

Attached to this request are the following;

- Letter of Recommendation from Sloan Landscape Architecture
- Copy of Bid
- Bid Tab Sheet



April 12th, 2023

Alex Farned, Director of Parks and Recreation Department
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

**RE: City of Tupelo, Department of Parks and Recreation –
Lee Acres Park, Pickleball Complex**

Dear Mr. Farned:

Bids were received April 12th, 2023, on the above-noted project. The apparent low bidder for this project is M & N Construction, LLC with a Base Bid of \$1,145,000.00, Alternate #1 Bid of \$104,500.00, Alternate #2 Bid of \$35,800.00 and Alternate #3 Bid of \$89,000.00 for a Total Bid of \$1,374,300.00.

After discussions with yourself and key representatives from the low bidder, it is my recommendation to accept the Base Bid and Alternate Bids #1 & #2 from M & N Construction, LLC based upon their submitted proposal for the **Total Bid minus Alternate #3 amount of \$1,285,300.00.**

If you have any questions or concerns, please feel free to give me a call at (662) 432-4146.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shipman Sloan', is written over a light blue horizontal line.

Shipman Sloan, ASLA

pc: Don Lewis, COO; Jennifer Shempert, Finance; Missy Shelton, Council Clerk
File PN: 21036.00, CBN: 2023-017PR

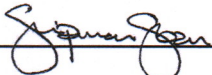
PN: 22044.00
 CBN: 2023-017PR

City of Tupelo, MS- Department of Parks and Recreation
 Lee Acres Park, Pickleball Complex

Opening Date: 04/12/2023
 Opening Time: 10:00 a.m.

Contractor:	CIG Contractors	D C Services, LLC	Esquire Construction Services	Hellas Construction, Inc.	ICM Construction
Certificate of Responsibility	02738-MC	21962-MC			
Addendum Acknowledged	Yes	Yes			
Surety Company	Travelers Casualty & Surety Company of America	The Hanover Insurance Company			
Base Bid:	\$1,400,000.00	\$1,445,000.00			
Alternate #1	\$134,000.00	\$101,000.00			
Alternate #2	\$37,764.00	\$44,200.00			
Alternate #3	\$57,000.00	\$32,500.00			

Contractor:	M & N Construction, LLC	Quality Court Industries, LLC	Stewart Environmental Construction, Inc.		
Certificate of Responsibility	22119-MC		12080-SC		
Addendum Acknowledged	Yes		Yes		
Surety Company	The Gray Casualty & Surety Company		The Ohio Casualty Insurance Company		
Base Bid:	\$1,145,000.00		\$1,389,985.00		
Alternate #1	\$104,500.00		\$145,000.00		
Alternate #2	\$35,800.00		\$440,000.00		
Alternate #3	\$89,000.00		\$89,450.00		

Certified Correct By: 



P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

SECTION 00 42 00 PROPOSAL FORM
(Submit in Duplicate)

Bidder's Name: M&N Construction

Address: 499 South Gloster, Ste. F9

Tupelo, MS 38801

Date: 4/12/2023

Project Owner: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: one million one hundred forty five thousand
(\$ 1,145,000.00).

Alternate #1 Bid: one hundred four thousand five hundred
(\$ 104,500.00).

Alternate #2 Bid: thirty five thousand eight hundred
(\$ 35,800.00).

Alternate #3 Bid: eighty nine thousand
(\$ 89,000.00).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Two Hundred & Ten (210) Calendar Days**, subject to the terms and conditions of the Contract.

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day**. NO EXTENSIONS WILL BE ALLOWED

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.:	<u>1</u>	Dated:	<u>April 7th, 2023</u>
Addendum No.:	<u> </u>	Dated:	<u> </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>

List of Suppliers and Sub-Contractors:

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

(complete if a corporation)

Our Corporation is chartered under the laws of the State of _____, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

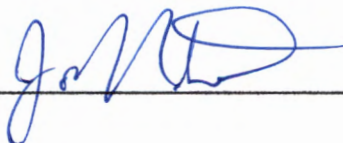
Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: M&N Construction

Address: M&N Construction, 499 South Gloster, Ste. F9, Tupelo, MS 38801

Email Address: jared@mnconst.com **Fax Number:** _____

Signed: _____


Title: Owner

Certificate of Responsibility Number: 22119-MC

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE M & N Construction, LLC

499 South Gloster, Ste. F9, Tupelo, MS 38801

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 City of Tupelo Parks and Recreation

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 Lee Acres Park, Pickleball Complex, Job #22044.00

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 12th day of April, 2023

M & N Construction, LLC
(Principal) (Seal)

(Witness)

By: [Signature]
(Title)

[Signature]
(Witness)



The Gray Casualty & Surety Company
(Surety) (Seal)

By: [Signature]
Attorney-in-Fact Michael Addison (Title)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY

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: Michael Addison on behalf of each of the Companies named above its true and lawful Attorney-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 \$10,000,000.

Surety Bond Number: Bid Bond
Principal: M & N Construction, LLC
Obligee: City of Tupelo Parks and Recreation

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 26th 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 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and 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.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and 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 Companies this 12th day of April, 2023.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name: Stewart Environmental Construction, Inc.

Address: P.O. Box 978 2488 Mitchell Road

Tupelo, MS 38802

Date: April 12, 2023

Project Owner: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: One Million Three Hundred Eighty Nine Thousand Nine Hundred Eighty-Five
Dollars and no/100 (\$ 1,389,985.00).

Alternate #1 Bid: One Hundred Forty Five Thousand Dollars and no/100
 (\$ 145,000.00).

Alternate #2 Bid: Four Hundred Forty Thousand Dollars and no/100
 (\$ 440,000.00).

Alternate #3 Bid: Eighty Nine Thousand Four Hundred Fifty Dollars and no/100
 (\$ 89,450.00).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Two Hundred & Ten (210) Calendar Days**, subject to the terms and conditions of the Contract.

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500,00 per calendar day. NO EXTENSIONS WILL BE ALLOWED**

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.: <u> 1 </u>	Dated: <u> April 7, 2023 </u>
Addendum No.: <u> </u>	Dated: <u> </u>
Addendum No.: <u> </u>	Dated: <u> </u>
Addendum No.: <u> </u>	Dated: <u> </u>

List of Suppliers and Sub-Contractors:

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

(complete if a corporation)

Our Corporation is chartered under the laws of the State of MS, and the names, titles and business addresses of the principal officers are as follows (non-residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Sallye Stewart	1416 Pinecrest Dr. Tupelo, MS 38804	President
Walter C. Stewart, Sr.	1416 Pinecrest Dr. Tupelo, MS 38804	Sect/CEO

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: Stewart Environmental Construction, Inc.

Address: P.O. Box 978 2488 Mitchell Road Tupelo, MS 38802

Email Address: sallye@stewartenvironmental.com Fax Number: 662-841-9208

Signed: *Sallye Stewart*

Title: President



Certificate of Responsibility Number: MS COR#12080-SC

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

Directions for Mailing:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To: City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Jennifer Shempert
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex
to be opened at 10:00 am on Wednesday April 12th, 2023.

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

Form of Non-Collusive Affidavit:

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of: Mississippi

County of: Lee

Sallye Stewart, being first duly sworn, deposes and says:

That he or she is President of Stewart Env. Construction, Inc. the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of: _____
Bidder, if the bidder is an individual:

Partner, if the bidder is partnership

Sallye Stewart

Officer, if the bidder is a corporation;

Subscribed and sworn to before me the 11th day of April, 2019 ~~2023~~

Gawn C. Pettigrew

My commission expires 1-29-2027



004200 - 6

ADDENDUM NO. 1

PROJECT: City of Tupelo, MS, Department of Parks and Recreation
Lee Acres Park, Pickleball Complex
PN: 22044.00
CBN: 2023-017PR

CONTACT: Sloan Landscape Architecture, LLC
P O Box 311
Tupelo, MS 38802
shipmansloan@gmail.com

This **Addendum No. 1**, dated **April 7, 2023**, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

CLARIFICATIONS:**1. GENERAL**

- A. The electrical supply for the court lighting shall come from the transformers attached to the electric power pole adjacent to the building. Contractor shall be responsible for the design, all necessary materials, and installation of the power supply for the lighting. Contractor shall coordinate with Tupelo Water and Light.
- B. Contractor shall be responsible for supplying and installing all pickleball nets, post, and center anchors for courts. (See attached specification)
- C. PT 40 pole is an acceptable substitute for schedule 40 for chain-link fence post.
- D. All fence fabric is to be 2" x 2" 9-gauge wire fabric.
- E. Contractor is not responsible for providing or installing any wheel stops in parking lot.

DRAWINGS:**1. REF SHEET L2.4**

- A. Disregard dimension indicated for small shade structure. Structure is to be 8'x8'.

2. REF SHEET S1.1

- A. Laser screed method not required. Traditional concrete finishing is acceptable as long as American Sports Court tolerances are met.

3. REF SHEET S2.1

- A. Compressible filler around post is not required.

ADDENDUM NO. 1

SPECIFICATIONS:

1. REF SECTION 004200 – PROPOSAL FORM

A. Replace the first page of this section with the attached.

2. REF SECTION 012100 – ALLOWANCES

A. Replace the last page of this section with the attached.

3. REF SECTION 012300 – ALTERNATES

A. Replace the last page of this section with the attached.

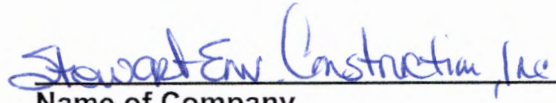
4. REF SECTION 116600 – ATHLETIC EQUIPMENT

A. Include the attached specification section.

Total pages this addendum: 8

By: _____
Shipman Sloan, PLA


Signature


Name of Company

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Stewart Environmental Construction, Inc.

P.O. Box 978, Tupelo, MS 38802

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of 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 Lee Acres Pickleball Complex

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 12th day of April

Jawn C. Pettigrew
(Witness)

Stewart Environmental Construction, Inc.
(Principal)

By: Sally Stewart



C. Chamberlain
(Witness)



The Ohio Casualty Insurance Company
(Surety)

By: David W. Carlisle
Attorney-in-Fact

(Seal)

(Title)

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 mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David W. Carlisle of the city of Jackson, state of MS its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Stewart Environmental Construction, Inc.

Obligee Name: City of Tupelo, MS

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of April, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500,00 per calendar day. NO EXTENSIONS WILL BE ALLOWED**

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.: <u> 1 </u>	Dated: <u> April 7, 2023 </u>
Addendum No.: <u> </u>	Dated: <u> </u>
Addendum No.: <u> </u>	Dated: <u> </u>
Addendum No.: <u> </u>	Dated: <u> </u>

List of Suppliers and Sub-Contractors:

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

(complete if a corporation)

Our Corporation is chartered under the laws of the State of MS, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Sallye Stewart	1416 Pinecrest Dr. Tupelo, MS 38804	President
Walter C. Stewart, Sr.	1416 Pinecrest Dr. Tupelo, MS 38804	Sect/CEO

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: Stewart Environmental Construction, Inc.

Address: P.O. Box 978 2488 Mitchell Road Tupelo, MS 38802

Email Address: sallye@stewartenvironmental.com Fax Number: 662-841-9208

Signed: *Sallye Stewart*

Title: President



Certificate of Responsibility Number: MS COR#12080-SC

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

Directions for Mailing:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To: City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Jennifer Shempert
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex
to be opened at **10:00 am on Wednesday April 12th, 2023.**

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

Form of Non-Collusive Affidavit:

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of: Mississippi

County of: Lee

Sallye Stewart, being first duly sworn, deposes and says:

That he or she is President of Stewart Env. Construction, Inc. the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

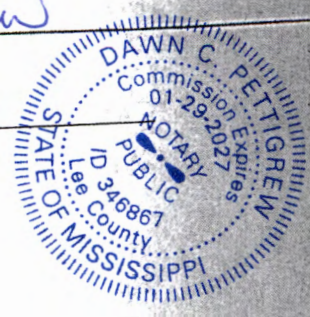
Signature of: _____
Bidder, if the bidder is an individual: _____

Partner, if the bidder is partnership _____
Sallye Stewart
Officer, if the bidder is a corporation: _____

Subscribed and sworn to before me the 11th day of April, 2019 2023

Dawn C Pettigrew

My commission expires 1-29-2027



004200 - 6

ADDENDUM NO. 1

PROJECT: City of Tupelo, MS, Department of Parks and Recreation
Lee Acres Park, Pickleball Complex
PN: 22044.00
CBN: 2023-017PR

CONTACT: Sloan Landscape Architecture, LLC
P O Box 311
Tupelo, MS 38802
shipmansloan@gmail.com

This **Addendum No. 1**, dated **April 7, 2023**, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

CLARIFICATIONS:**1. GENERAL**

- A. The electrical supply for the court lighting shall come from the transformers attached to the electric power pole adjacent to the building. Contractor shall be responsible for the design, all necessary materials, and installation of the power supply for the lighting. Contractor shall coordinate with Tupelo Water and Light.
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DRAWINGS:**1. REF SHEET L2.4**

- A. Disregard dimension indicated for small shade structure. Structure is to be 8'x8'.

2. REF SHEET S1.1

- A. Laser screed method not required. Traditional concrete finishing is acceptable as long as American Sports Court tolerances are met.

3. REF SHEET S2.1

- A. Compressible filler around post is not required.

ADDENDUM NO. 1

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A. Replace the first page of this section with the attached.

2. REF SECTION 012100 – ALLOWANCES

A. Replace the last page of this section with the attached.

3. REF SECTION 012300 – ALTERNATES

A. Replace the last page of this section with the attached.

4. REF SECTION 116600 – ATHLETIC EQUIPMENT

A. Include the attached specification section.

Total pages this addendum: 8

By: _____
Shipman Sloan, PLA

Lucy Stewart
Signature

Stewart Env Construction, Inc.
Name of Company

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Stewart Environmental Construction, Inc.

P.O. Box 978, Tupelo, MS 38802

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of 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 Lee Acres Pickleball Complex

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 12th day of April

Debra C. Pettigrew
(Witness)

Stewart Environmental Construction, Inc.
(Principal)

By: Sally Stewart
(Title)



C. Chambers
(Witness)



The Ohio Casualty Insurance Company
(Surety)

By: David W. Carlisle
Attorney-in-Fact David W. Carlisle (Title)

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 mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint David W. Carlisle of the city of Jackson, state of MS its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Stewart Environmental Construction, Inc.

Obligee Name: City of Tupelo, MS

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of April, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

CIG CONTRACTORS, INC.
2072 South Tate Street
Corinth, MS 38834
Phone: (662)287-8079

CERTIFICATE OF RESPONSIBILITY 02738-MC
EXPIRES 04-08-2024

BID FOR: CITY OF TUPELO, DEPARTMENT
OF PARKS AND RECREATION
LEE ACRES PARK, PICKLEBALL
COMPLEX
ATTN: MRS. JENNIFER SHERPERT

DATE: APRIL 12, 2023
@ 10:00 AM

OWNER: CITY OF TUPELO-DEPARTMENT
OF PARKS AND RECREATION
71 EAST TROY STREET
TUPELO, MISSISSIPPI

ARCHITECTS: SLOAN LANDSCAPE ARCHITECTURE
301 WEST MAIN STREET
TUPELO, MS. 38804
(662)432-4156
PROJECT #22044.00
CITY OF TUPELO BID#2023-017PR

SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name: C I G Contractors, Inc.

Address: 2072 South Tate Street

Corinth, MS. 38834

Date: April 12, 2023

Project Owner: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: one million four hundred thousand
(\$1,400,000.⁰⁰)

Alternate #1 Bid: one hundred & thirty four thousand
(\$134,000.⁰⁰)

Alternate #2 Bid: thirty seven thousand seven hundred
and sixty five dollars (\$37,765.⁰⁰)

Alternate #3 Bid: fifty seven thousand
(\$57,000.⁰⁰)

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Two Hundred & Ten (210) Calendar Days**, subject to the terms and conditions of the Contract.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day**. NO EXTENSIONS WILL BE ALLOWED

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.:	<u> 1 </u>	Dated:	<u> 04-07-2023 </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>

List of Suppliers and Sub-Contractors:

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

(complete if a corporation)

Our Corporation is chartered under the laws of the State of MISSISSIPPI, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
RANDALL R. GODWIN	2072 SOUTH TATE STREET CORINTH, MS.	PRESIDENT
RUSSELL T. STEWART	2072 SOUTH TATE STREET CORINTH, MS.	VICE PRESIDENT
PAULA GODWIN	2072 SOUTH TATE STREET CORINTH, MS.	SECRETARY/TREASURER

(complete if in if a partnership)

Our Partnership is composed of the following individuals:


Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: C I G CONTRACTORS, INC.

Address: 2072 SOUTH TATE STREET 38834

Email Address: russell.stewart@cigcontractore.com Fax Number: (662) 287-4789

Signed: 
 Title: RANDALL R. GODWIN PRESIDENT

Certificate of Responsibility Number: 02738-MC

Directions for Mailing:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To: City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Jennifer Shempert
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex
to be opened at **10:00 am on Wednesday April 12th, 2023.**

Form of Non-Collusive Affidavit:

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of: MISSISSIPPI

County of: ALCORN

RANDALL R. GODWIN, being first duly sworn, deposes and says:

That he or she is RANDALL R. GODWIN the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____

Bidder, if the bidder is an individual:

Partner, if the bidder is partnership

Officer, if the bidder is a corporation:

RANDALL R. GODWIN PRESIDENT

Subscribed and sworn to before me the 12th day of April, ~~2019~~ 2023

Russell T. Stewart

My commission expires 02-14-2027

RUSSELL T. STEWART



BID BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, C I G Contractors, Inc.,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto City of Tupelo, Department of Parks & Recreation, Lee Acres Park, Pickleball Complex, Tupelo, MS, as
Obligee, in the sum of Five Percent of Bid
Dollars (5% of Bid*****) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for City of Tupelo, Department of Parks and Recreation
Lee Acres Park, Pickleball Complex, Tupelo, MS ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 12th day of April, 2023.

C I G Contractors, Inc.
(Principal)

By: 
RANDALL R. GODWIN PRESIDENT

Travelers Casualty and Surety Company of America

By: 
Jed James, Attorney-in-Fact



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 **JED JAMES** of **CORINTH** **Mississippi**, their true and lawful Attorney(s)-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 **21st** day of **April**, 2021.



State of Connecticut

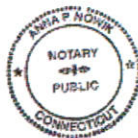
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, 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 **12th** day of **April**, 2023




 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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name: C I G Contractors, Inc.

Address: 2072 South Tate Street

Corinth, MS. 38834

Date: April 12, 2023

Project Owner: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: one million four hundred thousand
(\$1,400,000.⁰⁰)

Alternate #1 Bid: one hundred + thirty four thousand
(\$134,000.⁰⁰)

Alternate #2 Bid: thirty seven thousand seven hundred
and sixty five dollars (\$37,765.⁰⁰)

Alternate #3 Bid: fifty seven thousand
(\$57,000.⁰⁰)

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Two Hundred & Ten (210) Calendar Days**, subject to the terms and conditions of the Contract.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day**. NO EXTENSIONS WILL BE ALLOWED

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.:	<u> 1 </u>	Dated:	<u> 04-07-2023 </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>

List of Suppliers and Sub-Contractors:

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

(complete if a corporation)

Our Corporation is chartered under the laws of the State of MISSISSIPPI, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
RANDALL R. GODWIN	2072 SOUTH TATE STREET CORINTH, MS.	PRESIDENT
RUSSELL T. STEWART	2072 SOUTH TATE STREET CORINTH, MS.	VICE PRESIDENT
PAULA GODWIN	2072 SOUTH TATE STREET CORINTH, MS.	SECRETARY/TREASURER

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

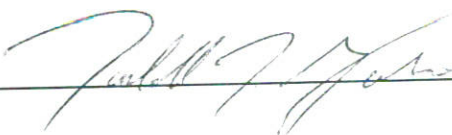
Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: C I G CONTRACTORS, INC.

Address: 2072 SOUTH TATE STREET 38834

Email Address: russell.stewart@cigcontractore.com Fax Number: (662) 287-4789

Signed: 

Title: RANDALL R. GODWIN PRESIDENT

Certificate of Responsibility Number: 02738-MC

Directions for Mailing:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To: City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Jennifer Shempert
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex
to be opened at **10:00 am on Wednesday April 12th, 2023.**

Form of Non-Collusive Affidavit:

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of: MISSISSIPPI

County of: ALCORN

RANDALL R. GODWIN, being first duly sworn, deposes and says:

That he or she is RANDALL R. GODWIN the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____
Bidder, if the bidder is an individual:

Partner, if the bidder is partnership

Officer, if the bidder is a corporation:
RANDALL R. GODWIN PRESIDENT

Subscribed and sworn to before me the 12th day of April, ~~2019~~ 2023

Russell T. Stewart

My commission expires 02-14-2027
RUSSELL T. STEWART



BID BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, C I G Contractors, Inc.,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto City of Tupelo, Department of Parks & Recreation, Lee Acres Park, Pickleball Complex, Tupelo, MS, as
Obligee, in the sum of Five Percent of Bid
Dollars (5% of Bid*****) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for City of Tupelo, Department of Parks and Recreation
Lee Acres Park, Pickleball Complex, Tupelo, MS ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 12th day of April, 2023.

C I G Contractors, Inc.
(Principal)

By: 
RANDALL R. GODWIN PRESIDENT

Travelers Casualty and Surety Company of America

By: 
Jed James, Attorney-in-Fact



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 **JED JAMES** of **CORINTH, Mississippi**, their true and lawful Attorney(s)-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 **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, 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 **12th** day of **April**, 2023 .



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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

State of Mississippi

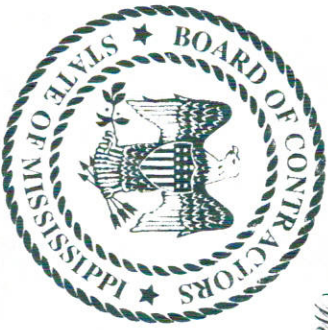
BOARD OF CONTRACTORS

ACTIVE
C I G CONTRACTORS, INC.
2072 SOUTH TATE STREET
CORINTH, MS 38834

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION
- 2) WATER & SEWER

We have herewith set our hand and caused the Clerk of the Mississippi Board of Contractors to be affixed this 8 day of Apr., 2023



CERTIFICATE OF RESPONSIBILITY
No. 02738-MC
Expires Apr. 8, 2024

Joel A. Canall,
CHAIRMAN OF THE BOARD

D C Services, LLC
P.O. Box 2293
Oxford, MS 38655

To: City of Tupelo - Department of
Parks and Recreation
Attn: Mrs. Jennifer Shempert
P.O. Box 1485
Tupelo, MS 38802

Title : City of Tupelo - Department of Parks and Recreation, Lee Acres Pickleball
Complex, Tupelo, MS

Project #: 22044.00

Bid #: 2023-017PR

Using Agency : City of Tupelo

04/12/2023 @ 10:00 AM

CR# 21962-MC

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

DC Services, LLC

P.O. Box 2293 Oxford, MS 38655

as Principal, hereinafter called the Principal, and

The Hanover Insurance Company

440 Lincoln Street Worcester, MA 01653

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Tupelo- Department of Parks and Recreation

71 East Troy Street Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

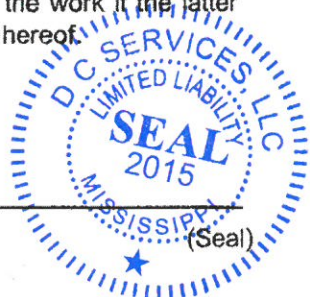
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Lee Acres Park, Pickleball Complex

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 12th day of April **A.D.** 2023



DC Services, LLC

(Principal)

By:

[Signature]
Managing Member (Title)

The Hanover Insurance Company

(Surety)

By:

[Signature]
Amanda Jean Charfauros (Attorney-in-Fact)



[Signature]
(Witness)

[Signature]
Braxton Brumfield (Witness)

Fisher Brown Bottrell Insurance, Inc.
Resident MS Agent

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint, Amanda Jean Charfauros

Add names

Of Jackson, MS each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond
Principal: DC Services, LLC
Obligee: City of Tupelo- Department of Parks and Recreation

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of March, 2023.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

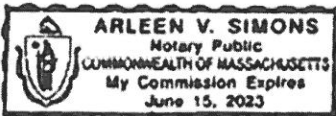
[Signature]
Bryan J. Saville, Executive Vice President

[Signature]
James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of March, 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



[Signature]
Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12th day of April 2023.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA
[Signature]
John A. Rowedder, Vice President

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

SECTION 00 42 00 PROPOSAL FORM
(Submit in Duplicate)

Bidder's Name: D C Services, LLC
Address: P.O. Box 2293
Oxford, MS 38655
Date: April 12th, 2023

Project Owner: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: one million four hundred forty five thousand and 00/100 (\$ 1,445,000.00).

Alternate #1 Bid: one hundred one thousand and 00/100 (\$ 101,000.00).

Alternate #2 Bid: Forty four thousand two hundred and 00/100 (\$ 44,200.00).

Alternate #3 Bid: thirty two thousand five hundred and 00/100 (\$ 32,500.00).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Two Hundred & Ten (210) Calendar Days**, subject to the terms and conditions of the Contract.

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day**. NO EXTENSIONS WILL BE ALLOWED

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.: <u> 1 </u>	Dated: <u> 4/7/23 </u>
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

List of Suppliers and Sub-Contractors:

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

(complete if a corporation)

Our Corporation is chartered under the laws of the State of MS, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

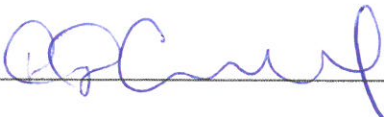
Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: DC Services, LLC

Address: P.O. Box 2293, Oxford, MS 38655

Email Address: David@dcs-build.com Fax Number: 662-510-0273

Signed: 

Title: Managing Member

Certificate of Responsibility Number: 21962-MC

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

Directions for Mailing:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To: City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Jennifer Shempert
71 East Troy Street
Tupelo, MS 38804

Project Name: Lee Acres Park, Pickleball Complex
to be opened at **10:00 am on Wednesday April 12th, 2023.**

P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

Form of Non-Collusive Affidavit:

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of: MS

County of: Lafayette

David Carroll, being first duly sworn, deposes and says:

That he or she is Managing Member the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____
Bidder, if the bidder is an individual:

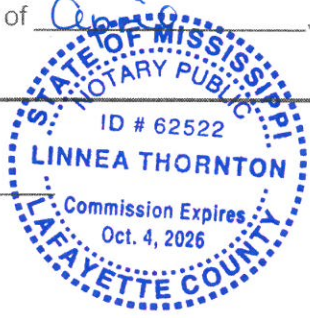
Partner, if the bidder is partnership

David Carroll
Officer, if the bidder is a corporation: LLC

Subscribed and sworn to before me the 4th day of April, 2023

[Signature]

My commission expires October 4, 2026



P. N. 22044.00
C.B.N 2023-017PR

Sloan Landscape Architecture, LLC

03/14/2023

SECTION 005200 AGREEMENT FORM

1.01 DESCRIPTION

- A. The Owner will use AIA Document A101, 2007 Edition, Standard Form of Agreement Between Owner and Contractor, where basis for Payment is a Stipulated Sum as a part of the Contract Documents.
- B. A copy of this document is on file at the Landscape Architect's office. All Bidders shall read and understand the referenced document.

END OF SECTION 005200



Tupelo Convention & Visitors Bureau Board Meeting
Tuesday, April 4, 2023

The Tupelo Convention & Visitors Bureau met Tuesday, April 4, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Dimple Patel, Leslie Nabors, Steven Blaylock and Chauncey Godwin. Tupelo CVB staff members present were Jan Pannell, Jennie Bradford Curlee and Stephanie Moody-Coomer.

Neal McCoy called the meeting to order at 2:02 p.m.

Chauncey Godwin moved for approval of the agenda, Steven Blaylock seconded the motion. All voting aye, the motion carried.

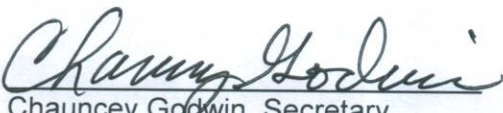
Dimple Patel moved that the minutes from March, 2023 be approved as presented. Leslie Nabors seconded the motion. All voting aye, the motion carried.


Kim Hanna presented the financial report.

Jan Pannell, Jennie Bradford Curlee, and Stephanie Coomer presented staff reports.

The meeting adjourned at 2:28 p.m.

Submitted by:


Chauncey Godwin, Secretary


Neal McCoy, Executive Director

ORDER

**ORDER AWARDING AWARD OF BID # 2023-001WL – 161:15 kV
POWER TRANSFORMER CONTRACT TO HOWARD POWER
SOLUTIONS AS LOWEST AND BEST BID**

WHEREAS, the Tupelo Water and Light Department solicited bids for a 161:15 kV power transformer for installation at the North Green Substation under construction; and

WHEREAS, the bids specified the factors to be considered, including price; guaranteed loss at no load and under load along with the costs of loss; warranty availability and cost; and delivery time; and

WHEREAS, four bids were received; and

WHEREAS, GE-Prolec submitted the lowest bid at \$972,551.00, but with no warranty, higher guaranteed losses and a lead time of 124-126 weeks and; and

WHEREAS, for these reasons the project engineer recommended awarding the bid to Howard Power Solutions in the amount of \$1,098,300.00 as the lowest and best bid; and

WHEREAS, the factors of lower guaranteed loss, warranty and 75-80 week delivery made this the lowest and best bid; and

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, as follows:

SECTION 1. The bid documents, the engineer’s recommendation and the prefatory clauses above are incorporated in the findings of the City Council.

SECTION 2. The City Council finds that the bid of Howard Power Solutions is the lowest and best bid due to the additional factors of lower guaranteed loss, warranty and 75-80 week delivery.

SECTION 3. The bid is awarded for the 161:15 kV power transformer is awarded to Howard Power Solutions in the amount of \$1,098,300.00.

The foregoing order was proposed in a motion by Council Member Beard, seconded by Council Member Gaston, 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

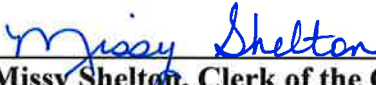
Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 18TH day of April, 2023.

CITY OF TUPELO, MISSISSIPPI

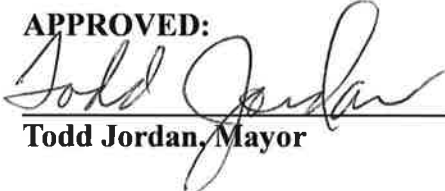
BY: _____


Lynn Bryan, President

ATTEST:


Missy Shelton, Clerk of the Council

APPROVED:


Todd Jordan, Mayor

DATE _____

4-26-2023



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE April 12, 2023

SUBJECT: IN THE MATTER OF AWARD OF BID # 2023-002WL – 333 kVA SINGLE PHASE VOLTAGE REGULATORS **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, April 18, 2023:

Bid No. 2023-002WL – Twelve (12) 333 kVA Single Phase Voltage Regulators and Sub-Base to the lowest qualified bid submitted by Siemens Energy, Inc. in the amount of \$35,513.00 each (\$426,156.00 total) as recommended by Allen & Hoshall Engineers.

Minute Entry Sign Up Sheet

Date: 3/29/2023

Time: 10:00 AM

001WL;
002WL;004
WL;005WL;

Bid # 006WL

Department: TW&L

BID# 2023-001WL; 2023-002WL; 2023-004WL; 2023-005WL;2023-006WL

Project:

N. Green Substation

Attendance

Company

Ben Logan

City of Tupelo

Casey Turner

Howard Agency

JASON SIMON

HV SALES

Jesse Hall

Virginia Transformer

Gunnice Shempert

COT

Norman Cause

TWL



Allen&Hoshall

March 31, 2023

Mr. Johnny Timmons, General Manager
 Tupelo Water and Light Department
 320 North Front Street
 Tupelo, MS 38802

RE: 2023-002WL
Voltage Regulators
North Green Street Substation

Dear Mr. Timmons:

We have evaluated the bids on the above-referenced project. After careful consideration and evaluation, we recommend you accept the following bid:

ITEM 1	\$426,156.00	(12) 333kVA Single Phase Voltage Regulators and Sub-Base manufactured by Siemens Energy Inc. per Siemens Proposal Number – SF232046496, dated March 21, 2023.
--------	--------------	---

The Purchase Order should state: “Item 1: North Green Street Substation – (12) 333kVA Single Phase Voltage Regulators and Sub-Base manufactured by Siemens Energy Inc. per Siemens Proposal Number – SF232046496, dated March 21, 2023 with delivery 59-63 weeks”

Purchase Order should be sent to:

Siemens Energy, Inc.
 444 Hwy 49 South
 Richland, MS 39218

mariano.arellano@siemens-energy.com
 601-572-9693

Attached is the Bid Tabulation and Siemens Energy Inc. Bid Proposal for your use.

If there are any questions or you need additional information, please contact me at 901.261.4639.

Sincerely,

Allen & Hoshall

Russell Scott Burleson, P.E.
 Sr. Vice President


BID TABULATION
Voltage Regulators
FOR
**NORTH GREEN STREET SUBSTATION
 TUPELO WATER & LIGHT**
Bids Due: March 29, 2023

<u>Bidder</u>	<u>Quantity</u>	<u>Price Each</u>	<u>Price Total</u>	<u>Delivery</u>
<i>Eaton</i>				
ITEM 1	12	_____	NO BID	_____
<i>GE-Prolec</i>				
ITEM 1	12	_____	NO BID	_____
<i>Siemens</i>				
ITEM 1	12	\$35,513	\$426,156	59-63 weeks
<i>Howard</i>				
ITEM 1	12	\$36,509	\$438,108	28-30 weeks

 Engineer's Recommended Acceptance in **BOLD**

C:\E\TUPELO L&W\81925-N GREEN ST SUBSTATION\SPECS\REGULATOR\BID TAB REGULATORS.DOC

Len T Deloney Co.
601 Baratavia Blvd.
Marrero, LA
(601)613-7284
chris@deloney.com
www.Deloney.com



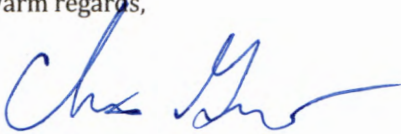
MARCH 22, 2023

Johnny Timmons
320 North Front Street
Tupelo, MS 38802

Dear Mr. Timmons,

Thank you for the opportunity to bid on your RFQ for single phase voltage regulators on the North Green Street Substation project. Enclosed is our proposal from Siemens and bid forms. I am also enclosing a standard outline drawing and data sheet for your reference. If there is anything else that I can help you with feel free to reach out to me anytime.

Warm regards,



Chris Grossie

SIEMENS SALES REPRESENTATIVE – LOUISIANA/MISSISSIPPI

**DOCUMENT 00301
PROPOSAL**

Date: _____

To: Tupelo Water and Light
320 North Front Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to Tupelo Water and Light, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated January, 2023, for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>BID PRICE EACH</u>	<u>TOTAL BID PRICE</u>
1	12	333 kVA, 7620/13200 Voltage Regulators	\$ <u>35,513</u>	\$ <u>426,156</u>

DELIVERY:

Delivery Site: North Green Street Substation

Delivery Date: March 2024

59-63 weeks from Purchase order.

An alternate Delivery Date of _____ is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ N/A is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site; unloading onto existing concrete pads; field inspection, testing, and certification; and shall include, if any, necessary field assembly, to provide the Owner with material ready for external connection. The material shall be delivered to the Delivery Site and certified for the Owner's use on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery and placement of equipment onto foundation at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
_____	_____
_____	_____

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section
Associated with EXCEPTION

Description of Exception

Please see proposal for list of exceptions.

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Siemens Energy Inc

BY: Mariano Arellano TITLE: Application Engineer - VR

MAILING ADDRESS: 444 US HWY 49 S. DATE: 3/21/2023

Richland, MS 39218 TELEPHONE: 601-572-9693

STREET ADDRESS: 444 US HWY 49 S. EMAIL: mariano.arellano@siemens-energy.com

Richland, MS 39218

PRINCIPAL CONTACT: Mariano Arellano

TELEPHONE: 601-572-9693

EMAIL: mariano.arellano@siemens-energy.com

ALTERNATE CONTACT: Jeff Johnston

TELEPHONE: 601-260-0717

EMAIL: jeffrey.johnston@siemens-energy.com

END OF DOCUMENT

**DOCUMENT 00301
PROPOSAL**

Date: _____

To: Tupelo Water and Light
320 North Front Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to Tupelo Water and Light, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated January, 2023, for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>BID PRICE EACH</u>	<u>TOTAL BID PRICE</u>
1	12	333 kVA, 7620/13200 Voltage Regulators	\$ <u>35,513</u>	\$ <u>426,156</u>

DELIVERY:

Delivery Site: North Green Street Substation

Delivery Date: March 2024
59-63 weeks from Purchase order.

An alternate Delivery Date of _____ is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ N/A is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site; unloading onto existing concrete pads; field inspection, testing, and certification; and shall include, if any, necessary field assembly, to provide the Owner with material ready for external connection. The material shall be delivered to the Delivery Site and certified for the Owner's use on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site. Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery and placement of equipment onto foundation at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
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EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section
Associated with EXCEPTION

Description of Exception

Please see proposal for list of exceptions.

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Siemens Energy Inc

BY: Mariano Arellano

TITLE: Application Engineer - VR

MAILING

ADDRESS: 444 US HWY 49 S.

DATE: 3/21/2023

Richland, MS 39218

TELEPHONE: 601-572-9693

STREET

ADDRESS: 444 US HWY 49 S.

FAX: _____

EMAIL: mariano.arellano@siemens-energy.com

Richland, MS 39218

PRINCIPAL

CONTACT: Mariano Arellano

TELEPHONE: 601-572-9693

EMAIL: mariano.arellano@siemens-energy.com

ALTERNATE

CONTACT: Jeff Johnston

TELEPHONE: 601-260-0717

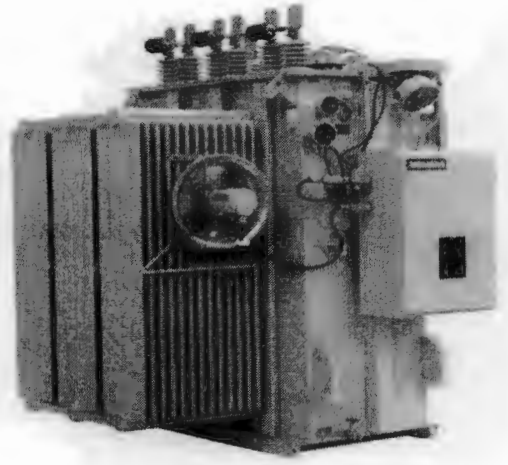
EMAIL: jeffrey.johnston@siemens-energy.com

END OF DOCUMENT

**SIEMENS
ENERGY**

We
energize
society

Voltage Regulator
Proposal SF232046496



March 21, 2023

SF232046496

Tupelo Water and
Light



Presented by:
Mariano Arellano
Application Engineer VR
Tel: +1 (601) 572-9693
Mariano.arellano@siemens-energy.com

Siemens Energy, Inc.
444 Hwy 49 South
Richland, MS 39218

Unrestricted

APPENDIX K

Proposal

To (Purchaser): Tupelo Water and Light

Ref: Voltage Regulators

Siemens Energy, Inc. agrees to sell to Purchaser and Purchaser agrees to purchase from Company the goods described below. All pricing is in USD

		Qty	Product	Price	Ext Total
Item 1	Single Φ Voltage Regulator	12	JFR	\$35,513	\$426,156

Description:

Voltage regulators by Siemens Energy to provide +/-0.1 voltage regulation in 32 steps of 0.625% each. Catalog # 10-07.6-333.0 B (198) Rated 333 kVA, 7620 Volts, 437 Amps, 95 kV BIL, 55/65°C, 60Hz, ANSI type "B", Class ONAN. Manufactured and tested per IEEE C57.15.

SEL SEL-2431 24310111X1246XXX10XX

Factory connected at 7200 Volts

Stand Included

Please see attached datasheet for the confirmation of design

Comments and Exceptions

- 1) Siemens Energy regulators are manufactured and tested as per ANSI C57.15
- 2) Siemens Energy standard drawing package which includes outline, name plate drawing, and control diagram shall be provided for approval 16-19 weeks from delivery. Drawings need to be returned within 2 weeks' time frame to get the design completed in time. Otherwise, delivery of the units shall be affected.
- 3) Clarification unloading onto existing concrete pads; field inspection, testing, and certification will not be provided. All testing will be performed at the factory before being shipped out.
- 4) Siemens Energy will NOT accept any Liquidated damages or late penalties.
- 5) Siemens Energy scope of supply does not include installation of voltage regulators.
- 6) Clarification our standard mild steel NEMA ~3R cabinet will be provided.
- 7) Clarification the entire interior is not painted only a portion of both ends is painted. If the entire interior tank is required to be painted, then this topic can be discussed between both parties.

Commercial Terms

TERMS OF PAYMENT:

Net 30 days after shipment. (Subject to credit approval)

BID VALIDITY:

60 days from Proposal/ Bid Date.

SHIPPING DATE:

Lead times are 59-63 weeks from receipt of order. Shipping dates shall be confirmed by Siemens Energy order acknowledgement document based on technically and commercially clear order entered.

DELIVERY TERMS:

FOB Destination (Contiguous United States) Freight Allowed.

PRICE POLICY CLAUSE:

Prices are firm for quoted shipment provided that the unit price as evaluated by Formula 1 and defined in Table 1 below do not vary by more than ±15%. The base price (bs) for Formula 1 will be established in the month in which the proposal was provided. The price for the period of indexation (n) will be established based upon the 3-month average values prior to shipment.

WARRANTY:

The Warranty period covers the equipment for twelve (12) months after in service date or eighteen (18) months after shipment, whichever expires first.

CONDITIONS:

See attached ("Siemens Energy Standard Terms and Conditions of Sale.")

CANCELLATION POLICY:

Cancellation of Voltage Regulator equipment will be subject to cancellation charges based on below table

Cancellation Schedule	Percentage
Order received and entered in Siemens Energy Inc System	5%
4 Weeks after the SEI order acknowledgment date	50%
Scheduled to Ship in less than thirty (30) days	100%

Table 1

Cost Element	Description	Source	% Of Cost	Coefficient
Copper (CU)	London Metal Exchange monthly cash offer price for copper	<u>LME Copper London Metal Exchange</u>	7.00%	(a)
Aluminum (AL)	London Metal Exchange monthly cash offer price for High Grade (HG) Aluminum	<u>LME Aluminium London Metal Exchange</u>	5.00%	(b)
Mineral Oil (OI)	Spot prices for crude oil in dollars per barrel Europe Brent spot price FOB	<u>Spot Prices for Crude Oil and Petroleum Products (eia.gov)</u>	4.00%	(c)
GOES – Grain oriented electrical steel (CS)	T&D Europe GOES Conv. Monthly price	Tdeurope.eu	15.00%	(d)
Steel (TS)	CRU hot rolled coil USA domestic FOB Midwest monthly USD/cwt	crugroup.com	19.00%	(e)
Controls (CT)	Open book purchaser price for third party controls	Siemens Energy Inc	5.00%	(f)
Other (IP)	WPUFD4131 – PPI for final demand NSA to reflect increases in transformations and fixed costs	<u>Bureau of Labor Statistics Data (bls.gov)</u>	45.00%	(g)

Formula 1:

$$P_n = P_{bs} * [a \left(\frac{CU_n}{CU_{bs}} \right) + b \left(\frac{AL_n}{AL_{bs}} \right) + c \left(\frac{OI_n}{OI_{bs}} \right) + d \left(\frac{CS_n}{CS_{bs}} \right) + e \left(\frac{TS_n}{TS_{bs}} \right) + f \left(\frac{CT_n}{CT_{bs}} \right) + g \left(\frac{IP_n}{IP_{bs}} \right)]$$

Where:

P = Price

bs = a subscript meaning base (I.E. Base price of copper is CUbs)

n = a subscript indicating the period of indexation (I.E. the price of aluminum during the evaluation period is ALn)

Siemens Energy, Inc.

SIEMENS STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS (7/30/2021)

(Far Sales in the USA, Excluding the State of Louisiana & International Sales)

These Terms and Conditions Govern the Sale of Equipment and Services

The terms and conditions set forth in the Siemens proposal and these terms and conditions govern the Siemens proposal and any Agreement between the parties for the Equipment and/or Services covered by such proposal. Each proposal is valid for forty (40) days from the date of the proposal unless extended or withdrawn in writing by Siemens. The issuance of a Purchaser purchase order or any other reasonable manner of acceptance by Purchaser communicated to Siemens during such validity period will form an Agreement based upon the terms and conditions of the Siemens proposal and these terms and conditions. The following order of precedence shall prevail: (i) an integrated agreement, if any, signed by Siemens and Purchaser; (ii) any change orders executed by the Parties; (iii) Siemens' proposal; (iv) these terms and conditions; (v) Purchaser's purchase order (as accepted by Siemens and excluding those items noted in Article 1(b) below).

I. Definitions

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

"ACM" as used herein shall mean Asbestos and Presumed Asbestos Containing Materials.

- (a) "Agreement" means the Siemens proposal, these terms and conditions, Purchaser's purchase order, as accepted by Siemens, (excluding any preprinted terms and conditions on said purchase order and in any attachments to or Purchaser documents referenced in said purchase order) or other document evidencing acceptance of the Siemens offer as set forth in the Siemens proposal; or an integrated agreement signed by Siemens and Purchaser; for the Equipment, and/or Services.
- (b) "Asbestos" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- (c) "Delivery" means delivery in accordance with the applicable delivery term stated in Article 5(a) below or, unless otherwise provided in the proposal.
- (d) "Equipment" means equipment, components, parts, materials and Software provided by Siemens pursuant to the Agreement.

- (e) "Field Installation Services" means the installation by Siemens of Purchaser's Material at the Site.
- (f) "Field Repair and Modernization Services" means the repair, modification or modernization work, or some or all of them, performed by Siemens on Purchaser's Material at the Site and for certain activities at a repair facility selected by Siemens.
- (g) "Hazardous Material" means any material listed in the "Hazardous Material Table" set forth in 49 CFR 172.101 as amended.
- (h) "Maintenance Services" means the disassembly, inspection and reassembly of Purchaser's Material at the Site.
- (i) "Nuclear Incident" shall have the meaning set forth in the Atomic Energy Act of 1954, 42 U.S.C. 2011, et seq., as amended.
- (j) "Party" means individually either Siemens or Purchaser.
- (k) "Parties" means collectively both Siemens and Purchaser.
- (l) "Presumed Asbestos Containing Material" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- (m) "Purchaser" means the entity purchasing Equipment and/or Services, as well as any other owners of the facility where the Equipment or Purchaser's Material is or will be situated.
- (n) "Purchaser's Material" means the equipment, materials, components and items of any kind owned by Purchaser or any other owner of the Site for which Services are to be provided or are provided under the Agreement.
- (o) "Resultant Data" means data or information that is generated or derived from or a result of any modification, adaption, revision, translation, abridgement, condensation, compilation, evaluation, expansion or other recasting or processing of the Purchaser's data.
- (p) "Services" means Shop Repair and Modernization Services, Field Installation Services, Field Repair and Modernization Services, Maintenance Services, Training Services and Technical Services; or some or all of them provided by Siemens pursuant to the Agreement.
- (q) "Services on Third Party Parts" means Services in connection with Third Party Parts.
- (r) "Shop Repair and Modernization Services" means work performed by Siemens on Purchaser's Material at a Siemens manufacturing plant, a Siemens repair facility or another suitable facility selected by Siemens.
- (s) "Siemens" means Siemens Energy, Inc. or its affiliated companies and subsidiaries (including but not limited to Siemens Demag Delaval Turbomachinery, Inc., Dresser-Rand, Co.) as set forth in the Agreement, and their respective successors and assigns, and each of their partners, principals, shareholders, directors, officers, employees, and agents.
- (t) "Site" means the Purchaser's facility where the Equipment or Purchaser's Material is or will be situated.
- (u) "Special Services" means the performance by a Siemens field service representative of diagnostic and operational troubleshooting on Purchaser's Material, both online and offline. This work may be conducted on Site or by telecommunication.
- (v) "Software" means instructions in machine readable form, other than source code, and associated documentation delivered by Siemens to Purchaser in chip, disk and/or tape format.
- (w) "Sub supplier" means any subcontractor or supplier of any tier who supplies goods and services to Siemens in connection with the obligations of Siemens under the Agreement.
- (x) "Technical Field Advice" (sometimes referred to as Technical Field Assistance) means the advice and consultation given to Purchaser's personnel by a field service representative of Siemens with respect to:
- a. installation, inspection, repair and/or maintenance activities performed by others at the Site, and
 - b. any Siemens recommended quality assurance procedures for activities performed at the Site.
- (y) Technical Field Advice does not include management, supervision or regulation of Purchaser's personnel, agents or contractors.
- (z) "Technical Services" means (i) Technical Field Advice; (ii) Special Services; (iii) inspection of equipment which has been disassembled by Purchaser or others; (iv) technical evaluation of inspections performed by Siemens, Purchaser or others; (v) technical information provided by Siemens, including data interpretation and reports; (vi) inspections, technical evaluation of inspections, technical analysis of materials and technical recommendations related to Shop Repair and Modernization Services; (vii) advice and consultation given to Purchaser's personnel at the Site or at a Siemens facility by a Siemens engineer or technician; and/or (viii) advice and guidance given to Purchaser by Siemens field engineer(s) regarding methods and procedures for installation, maintenance and/or calibration of the Equipment or Purchaser's Material.
- (aa) "Third Party Parts" means parts, components, equipment or materials provided by Purchaser under the Agreement or that exist in the Purchaser's Material which were not manufactured or supplied by Siemens or the predecessors of Siemens or which were originally supplied by Siemens or the predecessors of Siemens and subsequently repaired, serviced or otherwise modified or altered by any party not affiliated with Siemens or with a predecessor of Siemens.
- (bb) "Training Services" means training and consultation services given to Purchaser's personnel or Purchaser subcontractor at the Site or at a Siemens facility by a Siemens trainer or technical advisor.

2. Scope

Siemens will furnish to Purchaser Equipment, and/or Services as specified in and pursuant to the Agreement.

3. Price Policy

Unless otherwise stated in the Siemens proposal, the price does not include unloading, disassembly and reassembly of Purchaser equipment or Equipment and/or installation of Software at the Site. The price for the Equipment and/or Services is set forth in the proposal, which amount shall be adjusted as expressly provided in the Agreement.

4. Terms of Payment

- A. Unless otherwise specified, Siemens shall issue invoices in accordance with the schedule set forth in the Siemens proposal. If an invoice schedule is not set forth in the Siemens proposal, Siemens shall issue invoices as the work is completed. In any event, all invoices shall be paid by Purchaser within thirty (30) days after the date of the invoice.
- B. In any instance where Purchaser is unable to return Equipment or components to Siemens for fitting or for coordination with other assemblies by the specific date agreed to in the Agreement or where a portion of the work is to be performed by

Siemens at a later date, Siemens reserves the right to invoice Purchaser for work performed to date and either ship the components to Purchaser in their existing state or hold the components in storage at Purchaser's risk and expense. That portion of the work which is to be performed by Siemens at a later date will be performed as a Purchaser requested change under Article 18, Changes.

If shipments are delayed by Purchaser, affected payments shall become due based on the date Siemens is prepared to make shipment.

Any past due amounts shall, without prejudice to the right of Siemens to payment when due, bear interest at a floating rate equivalent to one-twelfth (1/12) of the per annum prime rate charged by JPMorgan Chase Bank, New York, New York, U.S.A., as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%), payable each month or portion thereof that payment is delayed. If payments are not made when due Siemens may, upon fifteen (15) days written notice and at its option, (i) terminate this Agreement (which termination shall be treated as a termination pursuant to Article 11(C), Termination) or (ii) suspend all further work hereunder. Resumption of work thereafter is contingent upon correction of the payment deficiency by Purchaser. The schedule for the resumed work will be established by Siemens based on its then current workload and the availability of other resources. All Siemens expenses associated with any such suspension shall be for the account of Purchaser.

If a good faith dispute exists over the amounts to be paid, Purchaser shall notify Siemens in writing of such dispute and Purchaser shall pay the undisputed amount. The disputed portion may be held in abeyance until resolution of the dispute with the disputed portion, together with interest as specified in subsection D above, due thirty (30) days after said resolution.

Unless otherwise set forth in the Siemens proposal, if shipment (from the manufacturing plant or repair facility where the work is performed) and/or Delivery of an item of the Equipment or completion of a portion of the Services is delayed for causes which are within the reasonable control of Siemens, issuance of the invoice covering the final five percent (5%) payment for the delayed work will be deferred for twice the number of months by which shipment/Delivery of such item of the Equipment or completion of such portion such Services is delayed; provided, however, that such deferral of the final invoice shall only be applicable if the delay in shipment and/or Delivery of the Equipment or the delay in completion of the Services has actually delayed the Purchaser's project for which the Equipment and/or Services were purchased.

UNLESS OTHERWISE AGREED BY THE PARTIES EXPRESSLY IN THE AGREEMENT, THE REMEDIES OF PURCHASER SET FORTH ABOVE AND/OR IN THE SIEMENS PROPOSAL FOR DELAY IN SHIPMENT/DELIVERY OR COMPLETION OF SERVICES CAUSED BY SIEMENS ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND NO OTHER REMEDIES OF ANY KIND WHATSOEVER SHALL APPLY. Deferral of the issuance of the final five percent (5%) invoice as set forth above or provision of the remedy set forth in the Siemens proposal shall constitute complete fulfillment of all liabilities of Siemens to Purchaser for delay in shipment/Delivery of Equipment or completion of Services whether based in contract, in tort (including negligence and strict liability), or any other theory of recovery. Further, the Parties agree that such deferral or any other option noted in Siemens's proposal are a reasonable determination of the damages that Purchaser would incur as a result of the delay in Delivery of the Equipment or in completion of the Services and do not constitute a penalty.

i. Delivery, Title and Risk of Loss or Damage

A. Unless otherwise stated in the Siemens proposal, delivery of each component of Equipment shall be made FCA (Incoterms 2020) at the manufacturing plant. Subject to the provisions of subsection B below, legal and equitable title and risk of loss or damage to each such component of the Equipment shall pass from Siemens to Purchaser upon Delivery. Upon Delivery, the Equipment shall be deemed accepted if Purchaser does not, in writing, reject such Delivery within forty-eight (48) hours.

B. Title to and right of possession of any Software licensed hereunder, without legal process, shall remain with Siemens or its licensor, except that Purchaser shall have the right of possession and use of the Software provided hereunder for the terms of the corresponding license provided herein, so long as no breach of this Agreement has been made by Purchaser and all payments due Siemens have been paid. Nothing in this Agreement shall be construed as giving Purchaser any right to sell, assign, lease or in any other manner transfer or encumber Siemens' or its licensor's ownership of the Software, or as limiting Siemens or its licensor from using and licensing the Software to any third party.

C. Purchaser's Material sent to Siemens for Shop Repair and Modernization Services or Purchaser's Material or Equipment being returned pursuant to the provisions of the Warranty or Patents Articles of the Agreement will be delivered by Purchaser at its expense to the repair or manufacturing plant designated by Siemens where the work is to be performed. Title to such Equipment or Purchaser's Material will remain at all times with Purchaser. Risk of loss or damage to such Equipment or Purchaser's Material will transfer to Siemens upon its arrival on board the carrier at the repair or manufacturing plant and will transfer back to Purchaser upon its delivery to the carrier at the repair or manufacturing plant for return to Purchaser. Delivery of Purchaser's Material shall be made when the item is placed on board carrier at the repair or manufacturing plant. When repair work is performed by Siemens at the Site, title and risk of loss or damage to the Equipment, to Purchaser's Material and to other property shall remain at all times with Purchaser. Title to any defective or nonconforming components of the Equipment that are replaced by Siemens, as part of its warranty obligations or as part of the Shop Repair and Modernization Services shall, at Siemens' option, revert back to Siemens upon completion of the replacement, with a deemed value of zero.

D. Risk of loss of or damage to Purchaser's Material or other property located at the Site shall remain with Purchaser at all times during the performance of work hereunder. If Purchaser procures or has procured property damage insurance applicable to occurrences at the Site, Purchaser shall obtain a waiver by the insurers of all subrogation rights against Siemens and its Sub-suppliers.

6. Transportation

A. Transportation and Storage: When items of Equipment are ready for shipment or Shop Repair and Modernization Services are completed on Purchaser's Material, Siemens will notify Purchaser to arrange for shipment. If Siemens has agreed in the Siemens proposal to transport Equipment, when items of Equipment are ready for shipment or Shop Repair and Modernization Services is completed on Purchaser's Material, Siemens will (i) in the absence of shipping instructions, inform Purchaser of pending shipment and Purchaser will thereafter promptly give shipping instructions to Siemens; (ii) determine the method of transportation and the routing of the shipment and (iii) ship the Equipment or Purchaser's Material freight prepaid and included in the price by Normal Carriage:

- (1) to Purchaser's designated destination when shipped by highway transport; or
- (2) to the nearest suitable rail siding to Purchaser's designated destination when shipped by rail transport.

In the event that Purchaser fails to provide Siemens with timely shipping instructions, Siemens will ship the Equipment or Purchaser's Material by Normal Carriage to Purchaser or to a suitable storage location selected by Siemens.

If the Equipment and/or Purchaser's Material is to be placed into storage in accordance with the above, Delivery of the Equipment or Purchaser's Material shall be deemed to have occurred for all purposes under the Agreement, including any payment due upon Delivery, at the time the Equipment or Purchaser's Material is placed on board the carrier for shipment to the storage location. If the Equipment and/or Purchaser's Material is to be stored in the facility where manufactured, or where Shop Repair and Modernization Services are performed, Delivery shall be deemed to have occurred when the Equipment and/or Purchaser's Material is placed into the storage location at such facility.

In the event of storage pursuant to the preceding paragraph, all expenses thereby incurred by Siemens, such as preparation for and placement into storage, handling, freight, storage, inspection, preservation, and taxes, shall be payable by Purchaser upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of any additional amounts due hereunder, Purchaser shall arrange, at its expense, for removing the Equipment and/or Purchaser's Material from storage. Purchaser shall be responsible for insuring the Equipment and Purchaser's Material while in storage.

B. Normal Carriage: When Siemens is providing the transportation of the Equipment and/or Purchaser's Material, Siemens shall make every reasonable effort to ship by highway transport unless rail transport is required. Normal Carriage means carriage either by highway transport (provided this does not necessitate use of specialized riggers trailers) or by rail transport, on normal routing from the repair facility or manufacturing plant to (i) Purchaser's designated destination when shipped by highway transport or (ii) the nearest accessible suitable rail siding to Purchaser's designated destination when shipped by rail transport or (iii) the port of export selected by Siemens in the forty-eight (48) continental United States if Purchaser's designated destination is outside the United States or is in Alaska or Hawaii.

C. Special Transportation and Services: Purchaser agrees to pay or to reimburse Siemens for any transportation charges in excess of regular charges for Normal Carriage, including, but not limited to, excess charges for special routing, special trains, specialized riggers trailers, lighterage, barging and air transport.

Purchaser also agrees to pay or to reimburse Siemens for any cost incurred or charge resulting from special services performed in connection with the transportation of the Equipment or Purchaser's Material, including, but not limited to, the construction and repair of transportation and handling facilities, bridges and roadways, of whatever kind and wherever located.

7. Warranty

A. Equipment Warranty and Exclusive Remedy (excluding Software): Siemens warrants that each component of the Equipment (excluding Software and consumables) furnished to Purchaser will be free of defects in workmanship and materials until the earlier of eighteen (18) months after the Delivery of such component of the Equipment or one (1) year from the date of first use of such component of the Equipment (the "Equipment Warranty Period").

If during the Equipment Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), Siemens is promptly notified in writing that the Equipment or any component thereof fails to conform to the Equipment Warranty, Siemens will at its option and expense correct such nonconformity by repair or replacement.

B. Software Warranty and Exclusive Remedy: Siemens also warrants that the Software will comply with the functional specifications as set for in this Agreement until the earlier of eighteen (18) months after the Delivery of such Software or one (1) year from the date of first use of the Software (the "Software Warranty Period"). Siemens does not warrant that the Software will be error free or that Purchaser will experience uninterrupted performance.

If during the Software Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), Siemens is promptly notified in writing that the Software fails to conform to its warranty, and such failure is reproducible Siemens will at its option and expense correct the nonconformity by correction or deployment of an updated version, or patch in the medium originally supplied, or by providing a procedure to Purchaser for correction of the nonconformity. The obligations to provide software updates hereunder shall not include any obligation on Contractor to provide software upgrades without entitlement to a Change Order. Third party Software shall be warranted on a pass-through basis in the same manner and for the same period and extent provided to Siemens by the entity which supplied said third party software.

C. Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty

and Exclusive Remedy: Siemens warrants that the work performed by Siemens on Purchaser's Material, including any materials (excluding consumables) supplied by Siemens in connection therewith (hereinafter in this subsection C referred to as the "Work"), will be free of defects in, workmanship and materials until one (1) year after the completion of such services (the "Field and Shop Repair and Modernization Services Warranty Period").

If during the Field and Shop Repair and Modernization Services Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), Siemens is promptly notified in writing that the Work or any part thereof fails to conform to the Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty, Siemens will at its option and expense correct such nonconformity by repair, replacement or reperformance of the defective portion of the Work. If repair, replacement or reperformance is impracticable, Siemens will refund the amount of the compensation paid to Siemens by Purchaser for such nonconforming portion of the Work.

D. Technical Services and Training Services Warranties and Exclusive Remedy: Siemens warrants for each item of Technical Services that (i) the advice, recommendations and performance of its personnel will reflect competent professional knowledge and judgment and (ii) the technical information, reports and analyses transmitted by Siemens in connection therewith will reflect competent professional knowledge and judgment, beginning with the start of the item of Technical Services and ending one (1) year after completion of said item of Technical Services by Siemens (the "Technical Services Warranty Period"). Siemens warrants that for each item of Training Services that such shall be performed in a professional and workmanlike manner beginning with the start of the item of Training Services and ending ninety (90) days after completion of said item of Training Services by Siemens.

If during the Technical Services Warranty Period or Training Services Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), Siemens is promptly notified in writing that any portion of the Technical Services fails to conform to the Technical Services Warranty, Siemens will promptly reperform such nonconforming portion of the Technical Services. If reperformance is impracticable Siemens will refund the amount of the compensation paid to Siemens for such nonconforming portion of the Technical Services.

E. Title: Siemens warrants that the Equipment, upon Delivery, shall not be subject to any encumbrances, liens, security interests, or other defects in title. In the event of any failure to conform to this warranty, Siemens, upon prompt written notice of such failure, shall defend the title to the Equipment.

F. Warranty Conditions: The warranties and remedies set forth in this Article are conditioned upon:

(1) Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the Equipment, Purchaser's Material or Purchaser's equipment, in accordance with the recommendations of Siemens to the extent applicable or, in the absence of such recommendations or to the extent not applicable, in accordance with the generally accepted practices of the industry. In addition, such Equipment, Purchaser's Material or Purchaser's equipment shall not have been operated in excess of limitations specified in writing by Siemens and not have been subjected to accident, alteration, abuse or misuse.

(2) For all warranty work, Purchaser shall provide access to any operating and maintenance data as requested by Siemens, which may include broadband connection.

(3) For all warranty work where disassembly, removal, replacement and reinstallation of Equipment, materials, structures or Purchaser's Material was not part of the Siemens scope of work under the Agreement, Purchaser providing, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials,

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structures or Purchaser's Material to the extent necessary to permit Siemens to perform its warranty obligations.

(4) All warranty work being performed on a single-shift straight-time basis, Monday through Friday. In the event Purchaser requests correction of warranty items on an overtime or multiple shift schedule, the premium portion of such overtime or multiple shifts shall be to Purchaser's account.

(5) Purchaser, without cost to Siemens, making its Site facilities and personnel (to the extent consistent with personnel job classifications) available to assist Siemens in the performance of its warranty obligations.

(6) Purchaser, with respect to subsection 5 above, reimbursing Siemens for all costs incurred in the transportation of personnel and defective, repaired or replacement parts to and from the Site.

(7) Prior to the return of any Equipment or Purchaser's Material to Siemens, the Purchaser must obtain authorization and shipping instructions from Siemens. The Equipment or Purchaser's Material must be returned with complete identification in accordance with instructions furnished by Siemens. In no event will Siemens be responsible for Equipment or Purchaser's Material returned without proper authorization and identification. Siemens reserves the right to reject any unauthorized returns and/or Hazardous Material; and

(8) Siemens will have no warranty responsibility for any Software, or portion thereof, which has been modified or merged with another computer program without the prior written consent of Siemens to such modification or merger. Further, Purchaser shall indemnify, hold harmless and defend Siemens from any claims demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) resulting from any unauthorized Software modifications,

(9) Siemens shall be entitled to issue updates, upgrades and/ or changes to the Software solutions and applications or to provide functionally equivalent replacements during the term of this Agreement.

G. For the avoidance of doubt, in the event that physical loss or damage to the Purchaser's property results from the failure of a warranted defective portion of the Equipment or Services to conform to its respective warranty during the applicable warranty period, should Siemens have any liability at all, Siemens' liability shall in no case exceed Siemens' obligation to perform the warranty remedies specified in Article 7 subsections A, B, C, or D, as applicable, which Siemens would have had to perform if such warranty remedy had been carried out immediately following such failure but prior to the occurrence of the physical loss or damage.

H. The warranty period for any Services or Equipment (except Software) repaired or replaced by Siemens pursuant to this Article 7 shall not exceed the earlier of (i) twelve (12) months after the date of completion of the item of repaired, replaced or reperfomed Equipment or Services or (ii) six (6) months after the expiration of the original warranty period (the "Warranty Repair Warranty Period").

I. **Additional Conditions Applicable to the Sale of Monitoring Devices:** Monitoring devices supplied by Siemens pursuant to the Agreement may enable users to better diagnose and control conditions within the monitored equipment. While such monitors may permit earlier detection of harmful conditions, Siemens does not warrant or represent that the use of such monitors will prevent failure or detect all harmful conditions in the monitored equipment and Purchaser acknowledges the same.

J. **Additional Conditions Applicable to Diagnostic and Non-Destructive Examination and Testing:** Diagnostic and non-destructive examination and testing techniques employed by Siemens may not detect all of the defects in Purchaser's Material (including indications of cracking) and such failure shall not constitute a breach by Siemens of its warranty obligations. Purchaser acknowledges that Siemens

will not be responsible for the consequences of undetected defects including undetected cracks.

K. **Additional Conditions Applicable to Technical Field Advice:** Where Siemens furnishes Technical Field Advice under the Agreement, Purchaser is responsible for (i) the supervision, management, regulation, arbitration and determination of the number of its personnel, agents, or contractors and their work and (ii) the planning, scheduling, management and progress of the work. Unless expressly agreed to in writing by Siemens, under no circumstances shall Siemens provide or be obligated to provide Technical Field Advice directly or indirectly to any competitor of Siemens or their employees, representatives, or consultants.

L. **Additional Conditions Applicable to Remote Services:** Where Siemens furnishes Services remotely under the Agreement, Siemens relies upon the proper and correct transmission of information from the Purchaser personnel. Prior to executing any advice given by Siemens remotely, the Purchaser personnel shall repeat the advice given. The Purchaser represents and warrants that any user using a Siemens application for the Services provided under a Purchaser account or using Purchaser's log-in credentials duly acts on behalf of the Purchaser and accepts the terms of use which will be made accessible to such user, e.g. on the landing page of an application. The terms of use published on any landing page of an application shall apply in their then current version with respect to the use of the application. The Purchaser shall be responsible for the acts and omissions of any such user as if they were the Purchaser's own acts and omissions.

M. Siemens does not warrant or guarantee that any Equipment or Software will be secure from or protect against all cyber threats, hacking or similar malicious activity. Equipment or Software that is networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and owner/end-user against unauthorized access and for implementing product updates, and using the latest product versions, performing regular vulnerability scanning, implementing and maintaining appropriate password policy and using appropriate network security measures such as firewalls, network client authentication and/or network segmentation.

N. **Exclusivity of Warranties and Remedies:** THE WARRANTIES PROVIDED BY SIEMENS AS SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). Correction of nonconformities in the manner and for the period of time provided above constitute Siemens' sole and exclusive liability and Purchaser's sole and exclusive remedy for defective or nonconforming Equipment and/or Services whether claims of the Purchaser are based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

8. Taxes

The price paid or to be paid to Siemens under the Agreement does not include any federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts, or similar taxes (other than federal and state income taxes imposed on Siemens) now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment and Purchaser's Material, its or their sale, their value or their use, or any Services performed in connection therewith. Purchaser agrees to defend, pay, and reimburse Siemens for any such taxes or costs, expenses, claims, liabilities, or losses including without limitations tax liabilities, penalties, and interest as a result of Purchaser's acts or omissions related to such taxes, which Siemens or its Sub suppliers are required to pay or are incurred by Siemens and its Sub suppliers. Should Purchaser be exempted from any such tax(es) it shall provide Siemens certification thereof within the earlier of thirty (30) days after the effective date of the Agreement or the time the exemption is obtained.

9. Additional Conditions Applicable to Nuclear Installations

In the event the Services and/or the Equipment provided under the Agreement are to be performed or utilized at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Purchaser Insurance

(1) If Purchaser procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its Sub suppliers as additional insureds.

(2) Purchaser shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Purchaser will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its Sub suppliers by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. **Waivers by Purchaser:** Neither Siemens nor its Sub suppliers shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident.", as defined in the Atomic Energy Act. Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Sub suppliers on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens, and will take precedent over any other clauses in the Agreement.

In the event Purchaser recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Purchaser shall defend, indemnify and hold Siemens and its Sub suppliers harmless against claims by such third party which are based on Purchaser's recovery of such damages. In addition, Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Sub suppliers, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. **Third Party Property Protection:** Purchaser will indemnify and hold Siemens and its Sub suppliers harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Purchaser shall obtain for the benefit of Siemens and its Sub suppliers, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Purchaser in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Purchaser.

D. **Decontamination:** Purchaser shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Purchaser shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

O. Force Majeure and Delays

A. Siemens will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by any cause beyond the reasonable control of Siemens or its Sub suppliers or from any act of God; act of civil or military authority; act of war whether declared or undeclared; act (including but not limited to delay, failure to act or priority, governmental allocations or restrictions

upon the use of transportation, materials or labor, public curfews, shelters in place, shut-ins, or lock-downs) of any governmental authority; act of terrorism or threat thereof; civil disturbance, rebellion, insurrection, riot or sabotage; fire, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; embargo, public health event, contagion, epidemic, pandemic (whether known or unknown) or quarantine; breakdown or unavailability of telecommunication networks; attacks on Siemens' or a Sub suppliers' digital infrastructure (such as malware, virus attacks, hacker attacks, or exploitation of vulnerabilities); railroad car, fuel or energy shortage; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, work permits or working visas for Siemens' personnel or its Sub suppliers' personnel, necessary import or export licenses, or materials from usual sources.

B. Additionally, Siemens will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by the acts, omissions, neglect, delay or fault of parties outside of Siemens' control including, but not limited to, Purchaser and Purchaser's contractors, subcontractors, representatives or agents;

C. In the event of a delay in performance excusable under this Article, the date of Delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay, and Purchaser will reimburse Siemens for its additional costs and expenses resulting from the delay.

11. Termination

A. Purchaser may terminate the Agreement for convenience upon thirty (30) days prior written notice to Siemens, subject to Purchaser's payment of Termination Charges. For purposes hereof, "Termination Charges" means either: (a) the applicable termination fee from the termination fee schedule set forth in the Siemens proposal; or (b) in the absence of a termination fee schedule, the portion of the purchase price for the work performed, man hours expended and materials acquired as of the date of termination plus the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its Sub suppliers, and any applicable cost allocated in contemplation of performance. The Parties agree that such Termination Charges, including termination fees set forth in the termination fee schedule, are a reasonable determination of the damages that Siemens would incur as a result of such termination and do not constitute a penalty. All Termination Charges shall be due and payable thirty (30) days from the date of the Siemens invoice.

B. Purchaser may terminate the Agreement for cause in the event of (i) an act of insolvency or bankruptcy by Siemens; or (ii) a material breach of the Agreement by Siemens, which Siemens fails to commence to cure within thirty (30) days after notice thereof from Purchaser and fails to diligently pursue thereafter. In such event, as Purchaser's sole remedy for such default, Siemens will reimburse Purchaser for its reasonable and verifiable costs to complete the Services or obtain replacement Equipment up to the price for such item of Equipment or Services under the Agreement.

C. In the event of any breach of the Agreement by Purchaser, Siemens shall be entitled to an extension of time to the extent necessitated by the breach and to reimbursement for all costs and expenses ("Breach Costs") incurred by Siemens as a result of such breach. Siemens may terminate the Agreement if (i) the work is delayed for a period in excess of six (6) months for any reason attributable to Purchaser and/or force majeure, (ii) any payment from Purchaser is thirty (30) days or more past due, or (iii) Purchaser materially breaches this Agreement. If Siemens terminates the Agreement pursuant to this Article 11.C, Purchaser shall pay Siemens the Termination Charges (as defined in Article 11.A) plus any Breach Costs within thirty (30) days from the date of the Siemens invoice.

D. In addition, if at any time during the performance of its work under the Agreement Siemens reasonably determines that the Purchaser's financial condition

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may render it insolvent or unable to make future payments under the Agreement, then Siemens shall be entitled to one or more of the following at Siemens' option: (i) adequate written assurances, supported by documentation, of Purchaser's ability to pay; (ii) payment in advance for any further work; (iii) future payments against an irrevocable Letter of Credit on terms, and from an issuing bank, acceptable to Siemens; (iv) other payment security or credit support mutually agreed by Purchaser and Siemens.

12. Intellectual Property Infringement

A. Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Purchaser so far as based on an allegation that any Services on Purchaser's Material or the Equipment (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent, copyright or misappropriation of a third party's trade secret, so long as Siemens is notified promptly in writing and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Services on Purchaser's Material or the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement of any such United States patent, copyright or misappropriation of a third party's trade secret, or its use by Purchaser is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Purchaser the right to continue using said Equipment or Purchaser's Material; (b) replace it with substantially equivalent non-infringing equipment; or (c) modify it so it becomes non-infringing.

B. Siemens will have no duty or obligation to Purchaser under this Article to the extent that the Services on Purchaser's Material or Equipment is (a) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Purchaser or its contractors after Delivery by Siemens, or (c) combined by Purchaser or its contractors with items not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Purchaser. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Purchaser shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Purchaser under the provisions of Article 12.A above.

C. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS, COPYRIGHTS OR TRADE SECRETS AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS, COPYRIGHTS OR TRADE SECRETS. Compliance with this Article as provided herein shall constitute fulfillment of all liabilities of the parties under the Agreement with respect to patents, copyrights or trade secrets.

13. Confidential Information

A. Siemens may have a proprietary interest in information that is furnished pursuant to or in connection with the Agreement. Purchaser will keep in confidence and will not disclose any such information, or any of Siemens' intellectual property (including, but not limited to, any patents, copyrights or trade secrets), which is specifically designated as being confidential by Siemens or use any such information for other than the purpose for which it is supplied without the prior written permission of Siemens. The provisions of this paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Purchaser without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any confidentiality obligation of Purchaser, or which is received from a third party, including Purchaser's subsidiaries or affiliates, without limitation or restriction on said third party or Purchaser at the time of disclosure.

B. Siemens also has a proprietary interest in (i) its proposal and the Agreement and (ii) the processes and procedures used by its personnel in

performance of the Agreement. Accordingly, the quotation, the Agreement and such processes and procedures shall not be disclosed or viewed in whole or in part by third parties without the prior written permission of Siemens.

C. Siemens also has a proprietary interest in the manner of performance of the work, including but not limited to the know-how, processes, methods and techniques employed by Siemens in connection therewith. The observing or recording of the work or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, any and all copies of any such recording(s) shall be turned over to Siemens for destruction by Siemens. Siemens may (in addition to any other legal or equitable rights and remedies) stop the work until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Purchaser will reimburse Siemens for Siemens' and its Sub suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization.

D. Without limiting its obligations pursuant to Articles 13.A and 13.B above, Purchaser agrees not to reverse engineer, modify, improve, or make derivative works of Siemens' confidential information or intellectual property. Purchaser further agrees not to seek any intellectual property rights directly or indirectly based in whole or part on Siemens' confidential information or intellectual property without Siemens' prior written consent. Purchaser further agrees that if it obtains any such intellectual property rights, it has acted or will act as an agent for the benefit of Siemens for the limited purpose of obtaining and securing such intellectual property rights and will upon written direction from Siemens assign the same to Siemens.

E. Purchaser shall indemnify and hold Siemens harmless from and against any loss, damage or liability arising or resulting from non-compliance with the provisions of this Article 13.

F. When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), Purchaser may disclose such confidential information to such Governmental Authority; provided, however, that prior to making any such disclosure, Purchaser will: (a) provide Siemens with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of Siemens and its Sub suppliers and the requirements of the Governmental Authority involved; and (c) make every reasonable effort (which shall include participation by Siemens in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, Siemens shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved.

14. Limitation of Liability

A. PURCHASER EXPRESSLY AGREES THAT NEITHER SIEMENS NOR ITS SUBSUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; EXCEPT AS OTHERWISE SET FORTH IN ARTICLE 14(C) BELOW DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT; LOSS OF INTEREST OR PROFITS OR REVENUE OR LOSS OF USE THEREOF; LOSS OF USE OF PURCHASER'S MATERIAL, EQUIPMENT OR POWER SYSTEM; LOSS OF, ALTERATION OR INABILITY TO ACCESS OR USE INFORMATION OR DATA; LOSS OF PRODUCTION (INCLUDING LOSS OF HYDROCARBONS); LOSS OF POWER; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY CLAIMS OR DAMAGES OF CUSTOMERS OF PURCHASER.

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B. PURCHASER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IN THE AGREEMENT ARE EXCLUSIVE, AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF SIEMENS OR ITS SUBSUPPLIERS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THE APPLICABLE PURCHASE ORDER.

C. SIEMENS' LIABILITY FOR PURCHASER'S PROPERTY DAMAGE DIRECTLY RESULTING FROM SIEMENS, ITS AFFILIATES AND ITS SUBSUPPLIERS NEGLIGENT ACTS OR OMISSIONS AT THE SITE OR WARRANTED DEFECT SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF (i) THE PURCHASER'S INSURANCE DEDUCTIBLE, (ii) THE DIRECT COST OF REPAIRING OR REPLACING SAID PROPERTY, (iii) THE LIMITATIONS IDENTIFIED IN ARTICLES 14 (A)&(B), OR (iv) FIVE HUNDRED THOUSAND DOLLARS (\$500,000). PURCHASER WILL WAIVE AND REQUIRE ITS PROPERTY INSURER TO WAIVE ALL RIGHTS OF RECOVERY AGAINST SIEMENS AND ITS SUBSUPPLIERS OF ANY TIER FOR LOSS OF OR DAMAGE TO PROPERTY AND EQUIPMENT OF PURCHASER IN EXCESS OF THE FINANCIAL OBLIGATION ASSUMED BY SIEMENS HEREUNDER. IN ADDITION, SIEMENS SHALL HAVE NO LIABILITY FOR DAMAGE TO PURCHASER'S PROPERTY AS THE RESULT OF ANY TECHNICAL FIELD ADVICE OR TRAINING SERVICES.

D. ALL LIABILITY OF SIEMENS AND ITS SUBSUPPLIERS UNDER THIS AGREEMENT SHALL TERMINATE NO LATER THAN THE EXPIRATION OF THE WARRANTY PERIOD.

E. THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

15. Transfer; Ownership and Export Compliance

A. Prior to the transfer to another party of any Equipment, Purchaser's Material, work product furnished hereunder by Siemens' or its Sub suppliers, or the transfer of any interest in said Equipment, Purchaser's Material or work product, or the facility in which or the site on which said Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser shall obtain for Siemens written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded Siemens and its Sub suppliers under the Agreement.

B. If Purchaser is not the sole owner of the Equipment, Purchaser's Material, work product furnished hereunder by Siemens or its Sub suppliers, or the facility in which or the site on which the Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser represents and warrants that it has (and will maintain) written assurances from each and every other owner of limitation of and protection against liability of Siemens and its Sub suppliers with respect to each and every such other owner at least equivalent to that afforded Siemens and its Sub suppliers under the Agreement.

C. If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens or works and services (including all kinds of technical support) performed by Siemens to a third party worldwide, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event Purchaser shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

D. If required to conduct export control or sanctions checks, Purchaser, upon request by Siemens, shall promptly provide Siemens with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Siemens, as well as any export control restrictions existing.

E. PURCHASER SHALL INDEMNIFY AND HOLD HARMLESS SIEMENS FROM AND AGAINST ANY CLAIM, PROCEEDING, ACTION, FINE, LOSS, COST AND DAMAGES ARISING OUT OF OR RELATING TO ANY NONCOMPLIANCE WITH EXPORT CONTROL REGULATIONS BY PURCHASER, AND PURCHASER SHALL COMPENSATE SIEMENS FOR ALL LOSSES AND EXPENSES RESULTING THEREOF, UNLESS SUCH NONCOMPLIANCE

Unrestricted

WAS NOT CAUSED BY FAULT OF THE PURCHASER. THIS PROVISION DOES NOT IMPLY A CHANGE IN BURDEN OF PROOF.

F. Siemens shall not be obligated to fulfill this agreement if such fulfillment is prevented by what it determines to be any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

G. Transfer contrary to the provisions of Article 15 or in breach thereof, shall make Purchaser the indemnitor of Siemens and its Sub suppliers against any liabilities incurred by Siemens and its Sub suppliers in excess of those that would have been incurred had no such transfer or breach, as the case may be, taken place.

16. Software License

To the extent set forth in the Agreement, Siemens grants to Purchaser a nonexclusive, nontransferable license to utilize the Siemens Software furnished hereunder solely for Purchaser's internal use in connection with the Siemens equipment for which it is supplied or in which such Software is incorporated. All title and ownership of the Siemens Software, including, without limitation, the copyright to such Software and any improvement or development thereof, shall remain exclusively with Siemens. Purchaser may make one backup copy of the Software for the sole purpose of replacement of a worn, impaired, damaged, or destroyed original copy. Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence, underlying ideas, or algorithms of any Software licensed hereunder. Third party Software provided by Siemens may be subject to a separate license agreement and /or registration requirements and limitations on copying and use.

Insofar as the Software contains Open-Source Software ("OSS"), Siemens will provide the applicable OSS license terms together with the Services. The OSS license terms shall prevail over this Contract. Details regarding any third-party software and OSS contained in the Services are available in the software documentation (e.g., README_OSS).

The Purchaser shall notify Siemens promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the provided Software or associated application.

17. Compliance with Laws

In the performance of work under the Agreement, Siemens and its Sub suppliers shall comply with all applicable provisions of Executive Order 11246 and 13496, as amended, relating to equal opportunity and non-segregated facilities, the Fair Labor Standards Act of 1933 and the Occupational Safety and Health Act of 1970. The price for the work is based on compliance by Siemens with applicable laws, regulations and technical codes and standards as they are in effect on the date of the Siemens proposal (or the effective date of the Agreement if no proposal was provided).

Purchaser shall be responsible for identifying to Siemens all applicable laws, regulations, codes and standards of state, provincial or local authorities, or any subdivision thereof, and shall bear the expense if Equipment modifications or changes to Services are necessary to comply with such laws, regulations, codes or standards. Any such modifications shall be made under the terms of Article 18, Changes. The work will comply with Siemens' standards which meet the intent of the applicable industry codes as of the date of the Siemens proposal (or the effective date of the Agreement if no proposal was provided).

18. Changes

A. Purchaser may request changes within the scope of the Agreement and, if accepted by Siemens, the price, performance, schedule and other pertinent provisions of the Agreement will be adjusted by mutual agreement of the parties prior to implementation of the change.

B. Expenses incurred by Siemens due to (i) delays, other than delays which are deemed to be within the reasonable control of Siemens, and (ii) changes in applicable laws, regulations and technical codes and standards or the imposition of new laws, regulations and/or technical codes and standards after the applicable date set forth in Article 17 will be treated as changes to the scope of work and the Agreement will be adjusted as set forth in the previous paragraph.

C. Siemens may make a change(s) in the Equipment, Services on Purchaser's Material or the other Services without additional compensation from Purchaser if such change(s) does not adversely affect the warranties, the interface with Purchaser's equipment, materials and plant, the technical soundness of the work, the operability of the facility where the Equipment or Purchaser's Material is installed or for which Siemens is providing Services under the Agreement, or the schedule.

19. *Inspection by Purchaser*

Purchaser shall have reasonable access to the areas of the Siemens plants where work under the Agreement is being performed to enable Purchaser to observe tests on the work. Siemens, if requested, will inform the Purchaser of those tests and procedures which can be witnessed. Should Purchaser elect to witness specific tests, Purchaser must so specify such requirement in ample time to permit Siemens to include said witness tests in the schedule. Siemens, if requested, will advise Purchaser of the schedule of such tests. However, no rescheduling of tests or delays in manufacturing or shipment will be made to accommodate such inspection. Siemens will exercise reasonable efforts to secure similar rights with respect to the inspection of the work at Sub supplier's premises.

20. *Purchaser Data Usage*

Purchaser acknowledges that in order to perform certain Services, Siemens may require access to Purchaser's non-personal data. Purchaser hereby grants Siemens a limited worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to access, collect, store, compile and use the Purchaser's data for the purposes of providing Services to Purchaser and for purposes of generally improving Siemens services or products. Siemens' use of the Purchaser data to improve Siemens' services or products shall be in such manner as to provide anonymity as to the Purchaser.

Siemens shall own all right, title and interest in and to the Resultant Data. In the event that Resultant Data is incorporated in a report or other document generated by and output from software or hardware provided by Siemens as a feature of such software or hardware, the Purchaser shall own only personal title to any such report or document upon output thereof and have the right to make copies of, modify and distribute such report or document for the sole purpose for which the report has been created, and shall not share it with any third-parties without Siemens' consent.

21. *Removal of Hazardous Material*

Prior to the shipment of any Equipment or Purchaser's Material to Siemens for Services at Siemens' or its Sub suppliers' manufacturing plant or repair facility, the Purchaser must remove all Hazardous Material and ACM.

22. *Purchaser's Third-Party Parts Warranty*

Purchaser warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

Purchaser assumes the entire liability and risk arising out of or resulting from Third Party Parts and Services on Third Party Parts. Siemens' warranties set forth in Article 7 do not apply to any Third-Party Parts or Services on Third Party Parts, and SIEMENS DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), OR OTHERWISE, FOR OR WITH RESPECT TO THIRD PARTY PARTS OR SERVICES ON THIRD PARTY PARTS.

23. *Indemnity*

Until the expiration of the applicable Warranty Period, Siemens shall indemnify, hold harmless and defend Purchaser its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property (except property of customers of Purchaser or property incorporated in or intended to be incorporated in the project), to the extent caused by or arising out of any negligent act or omission or willful misconduct of Siemens, or any of its officers, directors, agents, employees or Sub

suppliers in connection with performance of work at Purchaser's Site under the Agreement ("Purchaser Indemnity Claim"). Siemens' indemnification obligations under this Article 23 are conditioned upon Purchaser providing Siemens with: (i) prompt notice of any Purchaser Indemnity Claim; (ii) the unrestricted right to defend any Purchaser Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Purchaser Indemnity Claim.

Purchaser shall indemnify, hold harmless and defend Siemens its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property to the extent caused by or arising out of any negligent act or omission or willful misconduct of Purchaser, or any of its officers, directors, agents, employees or subcontractors in connection with performance of work under the Agreement ("Siemens Indemnity Claim"). Purchaser's indemnification obligations under this Article 23 are conditioned upon Siemens providing Purchaser with: (i) prompt notice of any Siemens Indemnity Claim; (ii) the unrestricted right to defend any Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Siemens Indemnity Claim.

For the avoidance of doubt, any property of the Purchaser, any owner, end-user or the final recipient of any Equipment, Services or Software provided under this Agreement is not considered a third party as per any of the indemnity obligations in the foregoing.

24. *Siemens Insurance*

In connection with the Agreement, Siemens shall maintain insurance (or self-insurance) as specified below:

A. **Workers' Compensation:** Siemens shall comply with workers' compensation laws (or equivalent) in each jurisdiction where work is performed and shall maintain a Workers' Compensation and Employer's Liability insurance policy. If any work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where such work is performed. The limits of such insurance shall be as follows:

Workers' Compensation: Statutory

Employer's Liability: \$1,000,000 each accident
 \$1,000,000 disease each employee
 \$1,000,000 policy aggregate for disease

B. **Commercial General Liability:** Siemens shall maintain Commercial General Liability insurance on an occurrence basis to provide coverage for bodily injury; personal injury; property damage; explosion, collapse and underground hazards (XCU); contractual liability (applicable to Siemens' obligations under Article 23 of this Agreement); and products/completed operations. Such policy shall provide limits of \$1,000,000 each occurrence and in the aggregate.

C. **Business Automobile Liability:** Siemens shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with a \$1,000,000 Combined Single Limit.

D. **Excess Liability:** Siemens shall maintain excess liability insurance with a limit of \$4,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

E. The coverages set forth in B, C and D above shall include Purchaser as additional insured to the extent that bodily injury, death and third-party property damage are caused by the negligent acts or omissions of Siemens or its Sub suppliers. The coverage afforded to Purchaser as an additional insured shall apply on a primary basis.

25. Purchaser's Insurance

In connection with the Agreement, Purchaser shall purchase and maintain insurance as specified below:

A. **Property Insurance:** Purchaser shall purchase and maintain property insurance (including builder's risk, if applicable) on an all-risk's basis covering physical loss or damage to the property at the Site (including the Equipment and Purchaser's Material after Delivery thereof), which coverage shall be maintained until the expiration of the last of the applicable Warranty Periods. Such insurance will include Siemens and its Sub suppliers as an additional insured, with a waiver of subrogation.

B. **Workers' Compensation:** Purchaser shall comply with applicable workers' compensation laws (or equivalent) and shall maintain a Workers' Compensation and Employer's Liability insurance policy. If the Site is on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where the Site is located. The limits of such insurance shall be as follows:

Workers' Compensation: Statutory

Employer's Liability:	\$1,000,000 each accident
	\$1,000,000 disease each employee
	\$1,000,000 policy aggregate for disease

C. **Commercial General Liability:** Purchaser shall maintain Commercial General Liability insurance on an occurrence basis to provide coverage for: bodily injury; personal injury; property damage; explosion, collapse, and underground (XCU) hazards; contractual liability (applicable to Purchaser's obligations under Article 23 of this Agreement); and products/completed operations. Such policy shall provide limits of \$1,000,000 each occurrence and in the aggregate.

D. **Business Automobile Liability:** Purchaser shall maintain Business Automobile Liability insurance which shall include coverage for all owned, non-owned and hired vehicles with a \$1,000,000 Combined Single Limit.

E. **Excess Liability:** Purchaser shall maintain Excess Liability insurance with a limit of \$4,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

F. The coverages set forth in subsections C, D, and E above shall include Siemens as additional insured to the extent that bodily injury, death and third-party property damage are caused by the negligent acts or omissions of Purchaser or its subcontractors. The coverage afforded to Siemens as an additional insured shall apply on a primary basis.

26. Miscellaneous Provisions

A. **Shipment Dates:** Shipment dates are the dates the Equipment or Purchaser's Material will be ready for shipment from the manufacturing plant, Siemens repair facility or other facility where the Services are performed and are predicated on the prompt receipt by Siemens from Purchaser of all information necessary to commence and complete the work without delay or interruption. Unless otherwise stated in a Purchase Order, shipment dates are not guaranteed. Should Purchaser request Siemens to ship any Equipment or Purchaser's Material prior to a date established based on Siemens standard lead time for such Equipment or Purchaser's Material, and provided Siemens accepts in writing the earlier date, an additional fee will be applied to cover the costs associated with such expedited shipment.

B. **Waivers:** The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such

provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

C. **Modification:** No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

D. **Headings:** The headings used in the Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in the Agreement.

E. **Assignment & Subcontracting:** The Agreement will not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void. Notwithstanding the foregoing, Siemens may assign or novate the Contract, in whole or in part, to any of its Affiliates without Purchaser's consent and further may subcontract the same as Siemens may deem reasonably necessary for the fulfillment of the Agreement.

F. **Governing Law:** The Agreement will be construed and interpreted in accordance with the laws of the State of Florida without application of its choice of law or conflict of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to any Agreement.

G. **Personnel:** Siemens reserves the right to change any of its personnel performing Services under the Agreement. In such event, Siemens will provide replacement personnel of equivalent capabilities and bear any additional travel and living expense associated with providing such replacement personnel.

H. **Performance Guarantee(s) and Exclusive Remedy:** There are no performance guarantees of the Equipment, Software and/or Services unless specifically set forth in the Siemens proposal. In the event any performance guarantees are provided in the Siemens proposal, Purchaser's sole and exclusive remedy and Siemens' sole and exclusive liability for any failure of the Equipment, Software and/or Services to comply with such performance guarantees under any theory of recovery shall be the liquidated damages specified in such Siemens proposal up to the limit specified therein, which liquidated damages shall only be paid on a "no harm, no foul" basis. The Parties agree that such liquidated are a reasonable determination of the damages that Purchaser would incur as a result of the failure of the Equipment and/or Services to meet the Performance Guarantees and do not constitute a penalty.

I. **Environmental Compliance:** Purchaser recognizes that the performance of Services at the Site may involve the generation of Hazardous Material. Purchaser shall at its expense furnish Siemens with containers for Hazardous Material and shall designate a waste storage facility at the Site where such containers are to be placed by Siemens. Purchaser shall handle, store and dispose of Hazardous Material in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. Purchaser shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Material, including any hazardous waste, which it does not know or have reason to know will be generated in the performance of the Services, and Purchaser shall indemnify and hold Siemens harmless for all pollution and environmental impairment arising from the Purchaser's property, the Equipment or the Services.

J. **Asbestos and Thermal Insulation**

(1) The Purchaser warrants, represents, and certifies that, in any areas which may be accessed by Siemens or its Sub suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at the Site:

(a) The Purchaser shall, at Purchaser's expense remove all thermal insulation, sprayed-on surfacing material, and/or ACM, including ACM which may be disturbed during or removal of which is required for the performance of the Services; and

(b) The Purchaser shall ensure that any areas where any activities involving the abatement or removal of thermal insulation, sprayed-on surfacing material or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SIEMENS IN PERFORMING THE SERVICES AND PERMITTING EMPLOYEES TO ENTER THE WORK AREAS IS RELYING UPON THE COVENANTS, AGREEMENTS, WARRANTIES, CERTIFICATIONS AND REPRESENTATIONS MADE BY PURCHASER ABOVE.

Without limiting its other rights and remedies Siemens shall not be obligated to commence or may stop any work in any Work Areas unless fully satisfied that the Purchaser is in compliance with Article 26.J(1) above and this Article 26.J(2) and shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement affected thereby or otherwise affected by Purchaser's non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any thermal insulation, sprayed-on surfacing material, or ACM except as specifically agreed in writing by Siemens and only after Siemens has been provided acceptable chemical analyses verifying that the same are not ACM.

(4) Siemens makes no representation that it is licensed to abate ACM. Notwithstanding anything set forth in the Agreement and unless Siemens is provided satisfactory written evidence that such GPW is not ACM, Siemens shall be obligated to handle, remove, or reinstall generator wedges, packing, or high temperature gaskets (such materials herein "GPW") only if such activities are within the scope of the Services and only then to the extent that:

- (a) such activities would be classified as Class II or Class III activity under United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq.
- (b) such activities do not require a permit, license, or authorization.
- (c) such activities are not likely to generate airborne asbestos fibers, and
- (d) all such GPW is non-friable.

In all other cases, such activities shall be Purchaser's responsibility and Siemens shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the Agreement should the same not be performed in a timely manner. The disposal of any GPW or scrap or waste material resulting from its disturbance or removal shall in all cases be the Purchaser's responsibility.

(5) Purchaser shall defend, indemnify and hold Siemens and its Sub suppliers harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Purchaser's failure to comply with the provisions of this Article 26.J.

K. **Integration:** The Agreement contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between them. Neither of the parties will be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of the Agreement.

L. **Dispute Resolution:** Either Party may give the other Party written notice of any dispute arising out of or relating to this Agreement and not resolved in the normal course of business. The Parties shall attempt in good faith to resolve such dispute promptly by negotiations between executives who have authority to settle the dispute. Litigation of any dispute arising from, under or in connection with this

Unrestricted

Agreement shall be brought exclusively in either: (i) a federal court having jurisdiction over Orange County, Florida; or (ii) if a federal court does not have jurisdiction of the dispute, in a state court of competent jurisdiction presiding within Orange County, Florida. Each Party hereby consents to the personal jurisdiction of such courts and irrevocably waives, to the fullest extent permitted by applicable law and the laws of the State of Florida, any claim or any objection it may now or hereafter have, that venue or personal jurisdiction is not proper in such a court including, but not limited to, any claim that such legal action, suit, or proceeding brought in such court has been brought in an inconvenient forum. Each Party further consents and agrees that such litigation will be presented to and resolved by a judge presiding without a jury and **EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO A JURY TRIAL**. The parties further agree that, for purposes of this provision, tort claims relate to this Agreement if they involve or relate to any products or service provided under or pursuant to this Agreement or any action or conduct related to this Agreement.

M. **Survival:** The provisions entitled "Intellectual Property," "Additional Conditions Applicable to Nuclear Installations," "Confidential Information," "Limitation of Liability," "Transfer; Ownership and Export Compliance," "Software License," the second paragraph of "Delivery, Title and Risk of Loss or Damage," Article 26.J.(5). of the provision entitled "Asbestos and Thermal Insulation", and "Dispute Resolution" shall survive termination, expiration or cancellation of the Agreement.

N. **Site Safety:** Purchaser shall comply with all federal, state, and local safety regulations and standards applicable to the site and to the equipment on which Siemens will perform the work. Siemens shall not be obligated to commence or perform work unless Purchaser's site complies with all applicable safety requirements. Should Siemens require use of Purchaser's equipment, including lifting devices, in performance of the Services, Purchaser shall ensure that such equipment complies with all applicable laws, including all OSHA regulations and certifications, and is capable of performance of the Services. If requested by Siemens, Purchaser shall provide Siemens with documentation confirming Purchaser's equipment's compliance with applicable law. In the event Purchaser's site safety is non-compliant, Siemens may suspend work until such time as Purchaser corrects the noncompliance. To the extent Siemens incurs additional time and expense as the result of Purchaser's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement. Purchaser shall defend, indemnify and hold harmless Siemens from and against all damages, losses, costs and expenses (including attorneys' fees and litigation expenses) arising out of or resulting from the injury or death or damage to or destruction of property due to Purchaser's non-compliance with this Article or due to the condition of, defects, deficiencies, or non-conformities in Purchaser's equipment.

O. **Severability:** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

Publicity: Neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Equipment and Services performed.

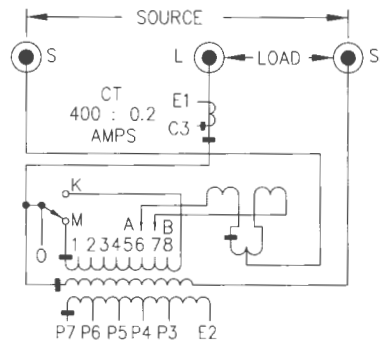
SIEMENS

⊕ 5/8% Step-Voltage Regulator Serial No. ⊕
 Single Phase Type JFR 60 Hz 55/65°C Rise 95 BIL Class ONAN
 333/373 kVA 7620 Volts ±10% in 32 - 5/8% Steps 437/489 Amps

Insulating Fluid : ASTM D-3487 Type II Mineral Oil Less than 1 ppm PCB
 Untanking Hgt = 155 in. Oil = 160 gals.
 Untanking Wgt = 1702 lbs. Total Wgt = 3436 lbs. ANSI TYPE "B"

% Regulation	10	8 3/4	7 1/2	6 1/4	5
7620 V AMPS	437	481	524	590	668
7200 V AMPS	463	509	554	625	668

Load Volts ±10%	Voltage Source	
	P2 to	P2-PT
7970	P3	125 V
7620	P3	120 V
7200	P4	121 V
5000	P5	126 V
4800	P5	121 V
4330	P5	109 V
4160	P6	122 V
2500	P7	126 V
2400	P7	121 V



Control diag : 21-204-122-407

Nameplate : 21-117-129-401

CT sec conn C2 to C3
 Aluminum conductor in shunt winding.
 Aluminum conductor in series winding & P.A.
 Tank withstands full vacuum.

DATE:

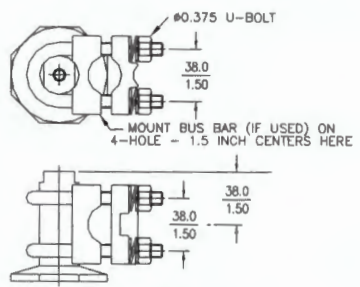
Do not by-pass unless on neutral and control switch on panel is off
 See instruction book before placing in service.

⊕ Siemens Energy, Inc. Jackson, MS ⊕
 Made in U S A

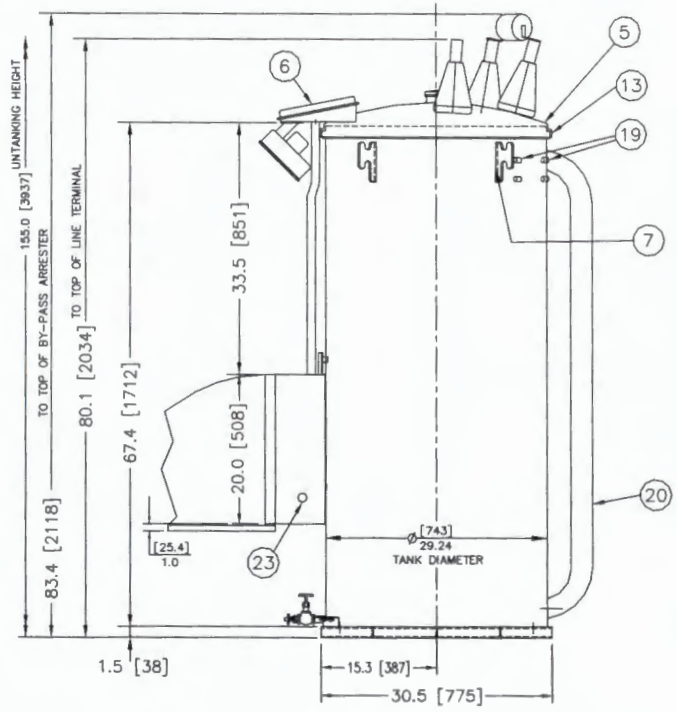
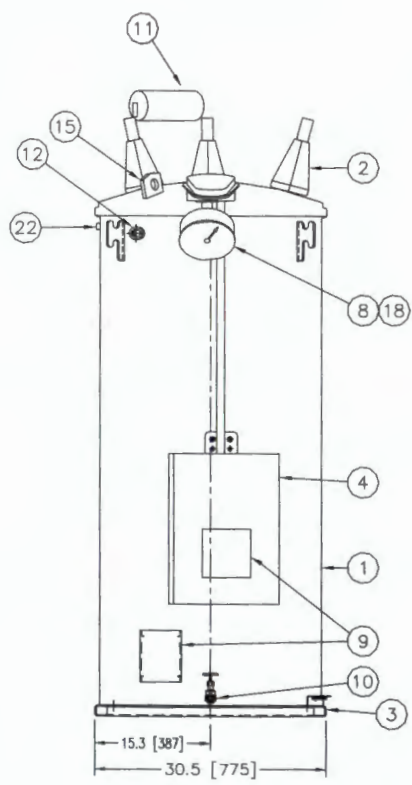
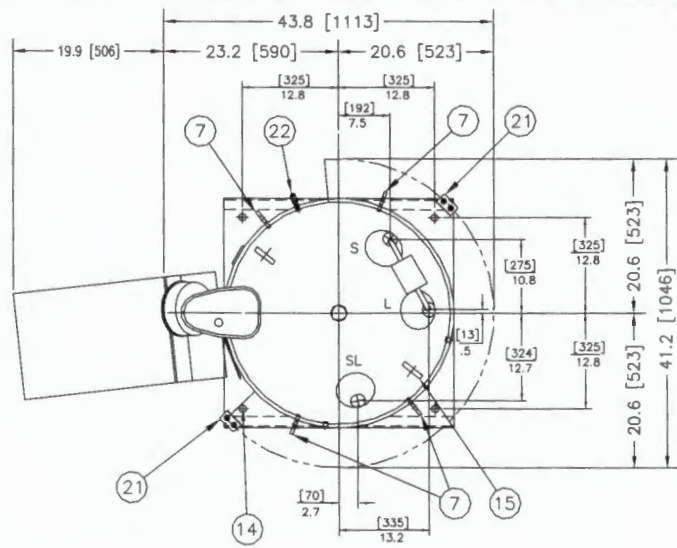
NOTE:
 ENGRAVE OR ETCH: SERIAL NO. (STOCK ORDER NO. AND NO. OF UNIT), NAMEPLATE NO., CONTROL DIAGRAM NO., DATE AND BIL.

02 TAPS 8-11-10 JL	ADDED ADDITIONAL VOLTAGE	01 1-25-10	UNLESS OTHERWISE SPECIFIED		-Confidential-		Property of		
			ALL DIMENSIONS ARE IN INCHES		MACHINED SURFACE TEXTURE		Siemens Energy, Inc.		
			1-PLACE DECIMAL ± .050	✓ UNLESS OTHERWISE SPECIFIED	DWG NAME				
			2-PLACE DECIMAL ± .020		NAMEPLATE				
			3-PLACE DECIMAL ± .005	DRAWN BRS DATE 1-25-10					
			INTERNAL DIA EXCLUDED	CHECK JKA DATE 2-2-10					
			FOR TOL NOT SPECIFIED SEE 500 SERIES SHOP PRAC STD	APVD JKA DATE 2-2-10					
			THIRD ANGLE PROJ	SIMILAR TO		FSCM NO. (464)		DWG NO. 21-117-129-401	ISSUE 02
			APPENDIX K		WT R F		SHEET 1 OF 1		

NOTE: 1. METRIC DIMENSIONS [XX.X] IN MILLIMETERS.



LEAD CLAMPS MAYBE USED FOR VERTICAL OR HORIZONTAL TAKE OFF - #6 TO 800 MCM CABLE



- 1 TANK
- 2 BUSHINGS (15 KV)
- 3 BASE
- 4 CONTROL COMPARTMENT
- 5 MAIN COVER
- 6 TERMINAL BOX FOR CONTROL LEADS
- 7 LIFTING HOOKS (4) FOR LIFTING ENTIRE UNIT
- 8 POSITION INDICATOR
- 9 NAMEPLATE
- 10 1.0 [25] DRAIN VALVE WITH SAMPLING DEVICE
- 11 BY-PASS ARRESTER 3 KV (MOV)
- 12 OIL SIGHT GAUGE
- 13 COVER CLAMP
- 14 1.0 [25] DIA. HOLES IN BASE FOR BOLTING DOWN
- 15 LIFTING EYES (2) FOR UNTANKING UNIT
- 16
- 17
- 18 VARI-AMP ADJUSTMENT OUTSIDE (B)
- 19 PROVISION FOR MOUNTING (3) GROUND ARRESTERS
- 20 TUBE RADIATORS
- 21 (2) STAINLESS STEEL GROUND PADS
(2) .500-13 UNC-2B TAPPED HOLES
ON 1.75 [44] CENTERS
- 22 PRESSURE RELIEF DEVICE (5 PSI)
- 23 .50-13 UNC-2B GROUND TAP LUG

Property of		Siemens Energy, Inc.	
-Confidential-			
REGULATOR OUTLINE		TYPE JFR 1 PH. 60 HZ	
333 kVA 7620 VOLTS ± 10 %		VOLTS ± 10 %	
IN 32 STEPS		AMPS	
kVA		VOLTS ± 10 %	
IN 32 STEPS		AMPS	
UNLESS OTHERWISE SPECIFIED		DATE 1-25-10	
1-PLACE DECIMAL & .000		DATE 2-2-10	
2-PLACE DECIMAL & .000		DATE 2-2-10	
3-PLACE DECIMAL & .000		DATE 2-2-10	
INTERNAL DIA EXCLUDED		DATE 2-2-10	
FOR BUSHING TAP PADS SEE		DATE 2-2-10	
DRAWN: BRS		DATE 1-25-10	
CHKD: JFA		DATE 2-2-10	
APPD: JFA		DATE 2-2-10	
REVISIONS		REVISIONS	
01 1-25-10		01	

WEIGHT - UNTANKING	= 1702 LBS.	772KG.
WEIGHT - CASE & FITTINGS	= 534 LBS.	242KG.
WEIGHT - OIL (160 GAL)	= 1200 LBS. (606L)	544KG.
WEIGHT - TOTAL	= 3436 LBS.	1558 KG.



Data Sheet for the Voltage Regulator

Quote/Order Number **SF232046496** 639
 Sales Channel **Agent**

Customer **Tupelo Water and Light**
 Date **3/21/2023** AE Initials : MA

Item Number **10-07.6-333.0 B (100)** Ref. Master # **P3R21198021801**

Description	Contract Review Data	Comment	Description	Contract Review Data	Comment
Specification	No Specification		ANSI Type	B	
Pinning Voltage	7200		Current	437	
Control Panel Manufacturer	SEL		Voltage	7620	
Control Panel Model	SEL-2431	24310111X1246XXX10XX	Base KVA	333	
Control Box	Std. 20" Cabinet		Base AN Temp Rise	55°C	
Control Box Mounting Level	Standard		Is 65°C Rise Req'd	Yes	
Aux PT Required	None		Oil	Mineral	ONAN
Cabinet Heater	Heater Required		HV BIL (kV)	95	
Ratio Correction XFMR	None		Frequency (Hz)	60	
Spare Fuses	None		Mounting Arrangement	Platform	
Remote Kit Length	Standard Cable		SSPT	No	
S & L Bushing Terminal	Standard terminal	Clamp Type #6-800 kcmil	Max Tap	10.00%	
SL Bushing Terminal	Standard terminal	Clamp Type #6-800 kcmil	Min Tap	-10.00%	
Ground Lugs/ Terminals	Standard Grounding Provisions		HV Winding Material	Siemens Standard	
Adapter Plates	None		LV Winding Material	Siemens Standard	
Animal Protectors	None		No-Load Losses (Watts)	Not Required	
HV Arrester	None		Load Losses (Watts)	Not Required	
Arrester Location	None		Loss Terms	For Customer Reference	
Drain Valve	Standard Drain Valve w/Sample		Loss Tolerance	IEEE Standard	
PCB Label	None		Penalties	No	
Bar Code	None		NL Evaluation (\$/Watt)		
Nameplate	Black Aluminum		LL Evaluation (\$/Watt)		
Stencil Info	No		Max Power Factor	None	
Forced Air Rating	No		By Pass switch	None	
			Sub-Base	Included	21-401-599-803

Revisions and Comments

Additional Manufacturing Notes

HOWARD INDUSTRIES

Howard Industries, Inc.
 Utility Transformer Division
 P.O. Box 1588640
 Laurel, MS 39441-1588
 Phone: 601 425 3151
 Fax: 601 649 8090

QUOTATION CUSTOMER COPY

TUPELO WATER & LT. DEPT
 PO BOX 1485 ACCT PAYABLE
 TUPELO, MS 38802

FOB: DESTINATION
 PRICING: * SEE STATEMENT BELOW *
 AGENT: HOWARD AGENCY

VALIDITY: 30 DAYS
 TERMS: NET 30 DAYS
 INQUIRY: BID 81925

QUOTATION NO: ME-6467
 QUOTATION DATE: 03/28/2023
 PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	12	<p>PRODUCT: SVR-1 STEP VOLTAGE REGULATOR KVA: 333 KVA VOLTAGE RATING: 7620/13200Y 95KV BIL RATED CURRENT: 00438 AMPS TANK: MILD STEEL OIL TYPE: MINERAL</p> <p>NOTE: WE ARE QUOTING 333 KVA, 438AMP, 7620V REGULATOR FOR 60 HZ OPERATION & WIRED FOR 7620V OPERATION.</p> <p>PLEASE SEE INCLUDED BID NOTES AND EXCEPTIONS.</p> <p>**NOTE** * DUE TO CURRENT COST VOLATILITY, HOWARD INDUSTRIES RESERVES THE RIGHT TO CHANGE PRICES AT ANY TIME TO COVER INCREASES IN THE KEY TRANSFORMER COST FACTORS BEYOND THE COMPANY'S CONTROL.</p> <p>DUE TO COVID-19, LABOR AND RAW MATERIAL SHORTAGES, AS WELL AS OTHER SUPPLY CHAIN DISRUPTIONS, HOWARD INDUSTRIES RESERVES THE RIGHT TO MODIFY LEAD TIMES AT ANY TIME ON BOTH ORDERS THAT HAVE ALREADY BEEN PLACED AND ON FUTURE ORDERS.</p> <p>ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.</p> <p>** ADD 4 WEEKS TO THE QUOTED LEADTIME FOR TYPE A REGULATORS TO ALLOW FOR VT</p>	\$36,509.00	28-30 WKS

HOWARD INDUSTRIES

Howard Industries, Inc.
 Utility Transformer Division
 P.O. Box 1588⁶⁴¹
 Laurel, MS 39441-1588
 Phone: 601 425 3151
 Fax: 601 649 8090

QUOTATION CUSTOMER COPY

TUPELO WATER & LT. DEPT
 PO BOX 1485 ACCT PAYABLE
 TUPELO, MS 38802

FOB: DESTINATION
 PRICING: * SEE STATEMENT BELOW *
 AGENT: HOWARD AGENCY

VALIDITY: 30 DAYS
 TERMS: NET 30 DAYS
 INQUIRY: BID 81925

QUOTATION NO: ME-6467
 QUOTATION DATE: 03/28/2023
 PAGE NO: 2

Item	Qty	Description	Unit Price	Shipment ARO
		DELIVERY. **		



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE: April 12, 2023
SUBJECT: IN THE MATTER OF AWARD OF BID # 2023-004WL – 161 kV POWER
CIRCUIT BREAKERS **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, April 18, 2023:

Bid No. 2023-004WL – Two (2) 161 kV Power Circuit Breakers to the lowest qualified bid submitted by GE Grid Solutions in the amount of \$80,925.00 each (\$161,850.00 total) as recommended by Allen & Hoshall Engineers. (Note: We only received one bid for this item.)

Minute Entry Sign Up Sheet

Date: 3/29/2023

Time: 10:00 AM

001WL;
002WL;004
WL;005WL;

Bid # 006WL

Department: TW&L

BID# 2023-001WL; 2023-002WL; 2023-004WL; 2023-005WL;2023-006WL

Project:

N. Green Substation

Attendance

Company

Ben Logan

City of Tupelo

Casey Turner

Howard Agency

JASON SIMON

HV SALES

Jesse Hall

Virginia Transformer

Gunnice Shempert

COT

Norman Cause

TWL



Allen&Hoshall

March 31, 2023

Mr. Johnny Timmons, General Manager
Tupelo Water and Light Department
320 North Front Street
Tupelo, MS 38802

**RE: 2023-004WL
161 kV Breakers
North Green Street Substation**

Dear Mr. Timmons:

We have evaluated the bids on the above-referenced project. After careful consideration and evaluation, we recommend you accept the bid of \$161,850 from GE that includes Item 1 below:

ITEM 1	\$161,850.00	(2) 170 kV Power Circuit Breakers manufactured by GE Grid Solutions per GE Proposal Number – MS-OP23031377340, dated March 29, 2023.
--------	--------------	--

The Purchase Order should state: "ITEM 1: North Green Street Substation – (2) 170 kV Power Circuit Breakers per GE Proposal Number – MS-OP23031377340, dated March 29, 2023 with shipment 86-90 weeks ARO"

Purchase Order should be sent to:

GE Grid Solutions, LLC.
1 Power Lane
Charleroi, PA 15022

Attached is the Bid Tabulation and the GE Grid Solutions Bid Proposal for your use.

If there are any questions or you need additional information, please contact me at 901.261.4639.

Sincerely,

Allen & Hoshall

Russell Scott Burlison, P.E.
Sr. Vice President


BID TABULATION
**161 kV CIRCUIT BREAKERS
 FOR
 NORTH GREEN STREET SUBSTATION
 TUPELO WATER & LIGHT**
Bids Due: March 29, 2022

<u>Bidder</u>	<u>Quantity</u>	<u>Price Each</u>	<u>Price Total</u>	<u>Delivery & Terms</u>
<i>Hitachi/ABB</i>				
ITEM 1	2	No Bid		
GE				
ITEM 1	2	\$80,925.00¹	\$161,850.00	86-90 weeks
<i>Mitsubishi</i>				
ITEM 1	2	No Bid		
<i>Siemens</i>				
ITEM 1	2	Bid Disqualified ²		

Notes:

1. Liquidated Damages will be \$300 per day capped at 5% of the delayed portion of the contract
2. Physical Bid Not Received

 Engineer's recommended acceptance in **BOLD**

C:\EU\TUPELO L&W\81925-N GREEN ST SUBSTATION\SPES\0.7 - 161 KV BREAKER\BID TAB 161 KV CIRCUIT BREAKER.DOC



Tupelo Water & Light Dept. North Green Street Substation

March 29, 2023

GE Proposal Number – MS-OP23031377340 – Revision 0

GE Grid Solutions, LLC
One Power Lane
Charleroi, PA 15022
USA
www.GEGridSolutions.com



Proudly Designed and
Manufactured in
Charleroi, PA, USA

Contents

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4	Comments, Clarifications, and Exceptions	6
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1 Executive Summary

Tupelo Water & Light Dept.
Attn: Johnny Timmons, General Manager

Allen & Hoshall
Attn: Scott Burleson, P.E.

Thank you for your interest in GE Grid Solutions, LLC for the reference opportunity. We are pleased to submit the enclosed proposal for your consideration in accordance with the specification provided and the noted comments, clarifications, and exceptions.

Grid Solutions is an industry leading manufacturer of high voltage circuit breakers with R&D and manufacturing facilities located in Charleroi, Pennsylvania. Our facility is the Competence Center for research and development, testing, and manufacturing of dead tank circuit breakers for worldwide distribution and is certified to ISO 9001-2015 and ISO 14001-2015.

The factory has manufactured and delivered over 38,000 breakers since 1995 to locations all over the world. In addition to the product offered herein, we have a complete range of dead tank circuit breakers, live tank circuit breakers and circuit switchers to meet your needs now and into the future.

Our uniquely qualified team includes industry leaders with decades of experience in the transmission and distribution world as well as the high voltage circuit breaker industry. The members of the Grid Solutions team are available at any time and are dedicated together with our Charleroi staff of over 350 employees to providing you best in industry service and support.

We once again thank you for this opportunity to submit an offer and look forward to answering any questions which arise while reviewing our proposal.

Sincerely,

George Muchesko
Lead Sales & Proposal Manager
Phone: 724-483-7874
Email: George.Muchesko@ge.com

2 Proposal

Item #1

Two (2) 170 kV Dead Tank Circuit Breakers according to ANSI/IEEE standards for outdoor installation with mechanical spring operating mechanisms including support structures:

▪ Type	DT1-170 FK F1
▪ Rated Nominal Voltage	161 kV
▪ Rated Maximum Voltage	170 kV
▪ Frequency	60 Hz
▪ First Pole to Clear Factor	1.3
▪ Rated Continuous Current	1200 A
▪ Rated Short-Circuit Current	40 kA
▪ BIL	750 kV
▪ Creep Distance / Material / Color	185" / Porcelain / Gray
▪ Insulating Medium	SF ₆ - Included for 1 st Fill
▪ Interrupting Time	3 cycles
▪ High-Speed Auto-Reclosure	3 phase, Gang Operated
▪ Current Transformers	(6) 600:5 MR C400, TRF 4.0
▪ Cabinet Enclosure Rating / Material	NEMA 3R / Painted Steel
▪ Ambient Temperature	-30°C to +40°C without tank heaters
▪ Seismic Rating	Per IEEE 693-2005 Moderate
▪ Altitude	≤ 3,300' ASL
▪ Control Voltage / Range	125 VDC / (T) 70-140 VDC - (C) 90-140 VDC
▪ Motor Voltage	120 VAC / 125 VDC
▪ Alternate Current Circuit (Lighting / Heating):	120 VAC / 240 VAC

Unit Price: \$79225.00 - USD, DDP Jobsite, MS

*** SF6 Gas Surcharge per breaker:** \$1,700.00 - USD

Total Unit Price: \$80,925.00 - USD, DDP Jobsite, MS

Extended Price: \$161,850.00 - USD, DDP Jobsite, MS

***SF6 Surcharge:** The price of Sulfur Hexafluoride is subject to the enclosed surcharge due to global events that have affected cost and availability.

3 Spare Parts, Special Tools & Service

Item #	Parts Description	DT1-170 FK F1 Price per unit in USD
a	(1) Trip Coil or (1) Close Coil	\$125.00
b	(1) Spring Charge Motor	\$685.00

Prices of spare parts are valid only when ordered and delivered with the circuit breaker.

It's recommended for emergency purposes to purchase and stock a spare charging motor, trip coil and close

Special Tools

No special tools are necessary for installation or maintenance of the breakers. We do recommend, however, having one (1) of each of the following SF₆ handling tools on site:

- Gas regulator and fill hose set One (1) per breaker type per substation included
- Doble Transducer Bracket One (1) per breaker type per substation included

Field Service

A field service representative is not included in the base price of the circuit breakers. If service is required, pricing information is listed below.

- Initial Trip (airfare & travel time) \$4,550.00 - USD
- Eight (8) hour day (time, lodging, meals & local transportation) \$2,550.00 - USD

4 Comments, Clarifications, and Exceptions

- * This offer is made strictly in accordance with the attached Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions).

161 kV Power Circuit Breakers for North Green Street Substation – January 2023:

Document 00301:

- * Liquidated damages will be \$300.00 per day capped at 5% of the delayed portion of the contract.
- * Unloading onto existing concrete pads; field inspection, testing, certification and field assembly is not included in the price of the breaker.
- * Bid bond and performance bond not required.

Document 00711

- 10.A Liquidated damages will be \$300.00 per day capped at 5% of the delayed portion of the contract.

Document 01721

- 3.02.D Due to the factory load, the circuit breakers cannot be held for two weeks. GE can offer to send the test results via PDF for reviewing all documents, including the factory test results prior to shipment. GE will give the customer two working days to review the test results.

Section 16353

- 1.04.B.1.a 170kV
- 1.04.B.1.b 40kA
- 1.04.B.1.c 40kA
- 1.04.B.1.d 40kA
- 1.04.B.1.e 100%
- 1.04.B.2 See attached outline drawing
- 1.04.B.3 Trip and close coils: 3.5A / 125VDC, Motor: 31A inrush, 9A running at 120VAC / 125VDC
- 1.04.B.4 Please refer to attached CT Curves
- 1.04.B.5 No special tools are required for installation or maintenance of the circuit breaker. Therefore, no additional tools will be provided. We have included one gas regulator with fill hose per substation.
- 1.04.B.6 < 10 seconds
- 1.04.B.7 See attached maintenance schedule.
- 1.05.B.2.c Anchor bolt design is not the responsibility of the supplier. It is the responsibility of the customer to verify the mechanical integrity of said anchors as well as the customer's foundation

according to the foundation loading requirements as specified on the GE Grid Solutions contract drawing.

- 2.03.B.4 Each bushing is provided with an integral aluminum NEMA four (4)-hole pad for high voltage termination. Bushing studs and stud connectors are not supplied.
- 2.05.A The proposed 170 kV circuit breakers do not have swing panels in the control cabinet. All control components are attached to front mounted flush panels with easy access for wiring
- 2.05.B.4 Shunt release are not available on the proposed breakers. Two independent trip coils are offered.

Section 16353D

- 1.03.K.1 Anchor bolt design is not the responsibility of the supplier. It is the responsibility of the customer to verify the mechanical integrity of said anchors as well as the customer's foundation according to the foundation loading requirements as specified on the GE Grid Solutions contract drawing.

5 Commercial Terms of Sale

Validity:	Forty-five (45) days after the date of this proposal.
Delivery:	Standard delivery is between eight-six (86) to ninety (90) weeks after receipt of order (ARO). All orders are subject to prior factory loading and material availability at the time of purchase order placement. All orders are subject to PO delivery date no later than 10 weeks after the quoted lead time. Longer delivery schedules are subject to the enclosed price escalation.
Delivery Note:	Delivery is based upon customer return of approved drawings in two (2) weeks. Drawings will be submitted for approval between eight (8) to ten (10) weeks after receipt of order.
Shipping Point:	Charleroi, Pennsylvania, USA.
PO Remittance:	GE Grid Solutions, LLC., One Power Lane, Charleroi, PA 15022.
Terms of Delivery:	Pricing is firm in USD, FOB Jobsite (DDP per INCOTERMS 2020), pre-paid and allowed. Shipment to destination is limited to sites accessible by the vehicle in which the unit ships from the factory. Unloading is to be provided by others.
Payment Conditions:	20% down payment. 80% after delivery. All Payments are 30 days after invoice by wire transfer.
Instruction Manuals:	One instruction book is shipped inside the control cabinet of the breaker. Remaining instruction books will ship within two weeks of breaker shipment.
Warranty:	Sixty (60) months after installation, not to exceed sixty-six (66) months after delivery. Warranties exclude wear and tear associated with normal circuit breaker operation, circuit breakers used in special applications not covered by ANSI/IEEE C37.04, and circuit breakers that have exceeded the maximum allowable cumulated current. Warranties are based on strict accordance with the maintenance instructions found in the breaker manual.
Liquidated Damages:	\$300 per day capped at 5% of the delayed portion of the contract.
Sales Tax:	This offer does not include any sales tax (federal, state or local).
Damages:	The manufacturer shall not be liable for consequential or indirect damages such as loss of use, profit, contract, production, or any financial loss. In addition, the total liability is limited to a maximum of the contract value. The right for technical modifications is reserved.

Cancellation: In the event of order cancellation, a payment will be due based on the table below.

Schedule (based on EXW factory)	Cancellation Charge
	(% of contract value)
0 – 2 weeks after receipt of order	5.0%
2 – 4 weeks after receipt of order	10.0%
30+ weeks before shipment	15.0%
24 – 30 weeks before shipment	15.0%
20 – 24 weeks before shipment	20.0%
16 – 20 weeks before shipment	40.0%
8 – 16 weeks before shipment	60.0%
4 – 8 weeks before shipment	80.0%
0 – 4 weeks before shipment	100.0%

Delays: In case of delay, a progress payment will be due based on the table below and subject to price escalation

28+ weeks before delivery	0.0%
24 – 28 weeks before shipment	5.0%
16 – 24 weeks before shipment	10.0%
14 – 16 weeks before shipment	15.0%
8 – 14 weeks before shipment	25.0%
4 – 8 weeks before shipment	70.0%
0 – 4 weeks before shipment	100% plus Storage Fees. Short term storage of up to 4 weeks is \$750 per breaker per week (\leq 245kV). Storage fees in excess of 4 weeks and for >245kV will be quoted at the time of request.

Escalation:

Prices subject to escalation will be adjusted based on the price escalation formula shown below and utilizing the latest data for the listed indices from the US Bureau of Labor Statistics website <http://data.bls.gov/cgi-bin/srgate> as listed herein and with reference to the original date of this proposal.

$$PA = \frac{PCa \times \frac{a2}{a1} + PCb \times \frac{b2}{b1} + PCc \times \frac{c2}{c1} + PCd \times \frac{d2}{d1} + PCE \times \frac{e2}{e1} + PCf \times \frac{f2}{f1} + PCg \times \frac{g2}{g1} + PCh \times \frac{h2}{h1} + PCi \times \frac{i2}{i1}}{100}$$

Porcelain bushing insulators:

	BLS Series ID	Series Title	PC Content %		1 Month Year	2 Month Year	% change
a	WPU102802	Aluminum castings	20.0%	PCa	a1	a2	
b	PCU33211133211111	Hot impression die impact, press, and upset carbon steel forgings	8.0%	PVb	b1	b2	
c	PCU335929335929A	Electronic wire and cable, made of nonferrous metals	3.0%	PCc	c1	c2	
d	PCU8271103271107	Porcelain, steatite, and other ceramic electrical products	12.0%	PCd	d1	d2	
e	CEU0500000008	Average hourly earnings of production workers	12.0%	PCE	e1	e2	
f	PCU335314335314	Relay and industrial control mfg	2.0%	PCf	f1	f2	
g	PCU4842304842306	Specialized freight (except used goods) trucking, long-distance	10.0%	PCg	g1	g2	
h	PCU335311335311	Electric power and specialty transformer mfg (BCTs)	8.0%	PCh	h1	h2	
i	PCU335313335313	Switchgear and switchboard apparatus mfg	20.0%	Pci	i1	i2	
j		Fixed	5.0%	PCj			
			100.0%	Price Adjustment (PA) =			PA

Composite bushing insulators:

	BLS Series ID	Series Title	PC Content %		1 Month Year	2 Month Year	% change
a	WPU102802	Aluminum castings	20.0%	PCa	a1	a2	
b	PCU33211133211111	Hot impression die impact, press, and upset carbon steel forgings	8.0%	PVb	b1	b2	
c	PCU335929335929A	Electronic wire and cable, made of nonferrous metals	3.0%	PCc	c1	c2	
d	PCU335991325991P	Custom compounding of purchased resins (Comp Insulators)	12.0%	PCd	d1	d2	
e	CEU0500000008	Average hourly earnings of production workers	12.0%	PCE	e1	e2	
f	PCU335314335314	Relay and industrial control mfg	2.0%	PCf	f1	f2	
g	PCU4842304842306	Specialized freight (except used goods) trucking, long-distance	10.0%	PCg	g1	g2	
h	PCU335311335311	Electric power and specialty transformer mfg (BCTs)	8.0%	PCh	h1	h2	
i	PCU335313335313	Switchgear and switchboard apparatus mfg	20.0%	Pci	i1	i2	
j		Fixed	5.0%	PCj			
			100%	Price Adjustment (PA) =			PA

Hardship:

If due to an event that is beyond the Seller's reasonable control and which it could not reasonably have been expected to have taken into account at the time of the submission of the Offer (which will include for the avoidance of doubt the evolution of any event that was pre-existing at the time of submission of the Offer but which impact was not capable of being properly assessed), the Seller shall be entitled to request revision of the prices and, as applicable, of the other conditions of its Offer to take into account the consequences of the above mentioned event. In the case where the Buyer would not permit the Seller to revise and update its Offer, the Seller shall be entitled, subject to written notice to the Buyer, to withdraw its Offer without liability to the Buyer. Buyer is hereby informed that the consequences that the conflict in Ukraine and its future evolutions may have on prices and availability of raw materials, manpower, component, transport and logistics and any other components of the scope of the Offer shall be considered for the purpose of this provision."

During contract execution, in case the Contract does not comprise a price escalation mechanism and if a Party can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to a Force Majeure event (as defined in the contract and which will include evolution of any event pre-existing at the time of signature of the Contract), the Parties are bound, within a reasonable time of written notice by one Party to the other, to negotiate alternative contractual terms or a mitigation plan which reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was pre-existing at the signature of the Contract between the Parties. The Party serving notice under this Clause shall provide the other Party with as much commercially available details of the event or events affecting that Party's contractual obligations, the affected obligations themselves and how and to which extent these events are (and will be) affecting the performance of the Contract. The Parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable antitrust laws and regulations. Where an agreement is reached, the Parties shall start implementing the agreed measures immediately, pending the signature of the relevant amendment to the Contract. In the event the Parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within fifteen (15) days of the written notice, and in the absence of any other agreement, the Party serving notice under this Clause will be entitled to either suspend its performance of the affected portion of the Contract, or to terminate the Contract, without any liability to the other party. If the Contract is suspended for a period greater than 60 consecutive days by that Party, either Party may terminate the Contract by sending written notice of termination to the other Party. In case of termination of the Contract hereunder, the Parties shall settle their accounts accordingly as if the Contract had been terminated through no fault of the Parties, without prejudice to any Party's right to pursue a dispute in accordance to the dispute resolution mechanism set forth in the contract.

COVID-19:

The impacts of Coronavirus cannot be reasonably determined at this time. This proposal does not account for any potential adverse impacts of Coronavirus on GE's performance of obligations. In the event of any delays and adverse impacts, GE reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of Coronavirus delays.

6 General Comments / Characteristics

The circuit breakers offered belong to a family of switchgear highlighted by the following features:

- Third generation SF₆ interrupter with advanced thermal effect interrupter.
- Mechanical spring/spring operating mechanism.
- More than 80,000 circuit breakers/switchers on order or in service since 1989, worldwide.

A spring type operating mechanism is used to operate the circuit breakers. The stored energy in the springs is sufficient to perform one (1) O-CO operation without recharging. The tripping springs are automatically recharged after every C operation. Duty cycle is O-0.3s-CO-10s-CO as standard.

The breakers have NEMA four (4) hole bushing terminals, made of aluminum and arranged in a horizontal plane and NEMA two (2) hole, stainless steel, grounding pads located on opposite legs of the support structure. Anchor bolts, terminal connectors and ground clamps are to be provided by others.

The circuit breakers will be supplied with a minimum of 10 'a' and 10 'b' spare auxiliary contacts available for customer use. These contacts are factory set and are not field inter-interchangeable or adjustable.

The circuit breakers have one (1) common gas density monitoring system for the three (3) poles, located outside of the control housing, subject to ambient conditions. This pressure sensitive, temperature compensated SF₆ gas density monitor has two (2) contact settings for the following functions for falling density: (1) alarm, (2) functional lockout. The contact settings are adjusted at the factory; therefore, they require no calibration and should not be adjusted in the field.

The circuit breakers have a common gas piping system with a common fill valve located outside of the control cabinet, and self-sealing type isolation valves are provided on each tank to facilitate the removal of gas from a single tank.

In the event of a loss of supply to the motor, a hand crank is included with each breaker to manually charge the spring.

The breakers will be shipped on a low step-deck or flatbed truck with bushings assembled and partially gas filled, thereby eliminating the need for a vacuum pump on site. On-site assembly consists of topping off with SF₆ gas and mounting the lower legs of the support structure.

The proposed circuit breakers have been tested according to applicable ANSI/IEEE standards. Type tests have been performed previously on a similar unit. A set of routine tests, also according to ANSI/IEEE standards, will be conducted on the circuit breakers prior to shipment from our factory in Charleroi, PA. A repetition of any of these tests or the inclusion of a test or testing procedure not covered in these standards or on our Routine Testing Report is not included in the price of the circuit breakers.

The cost of routine equipment testing at our facility is included in the breaker pricing. All other costs (i.e. travel, lodging, and meal expenses) associated with witness testing are not included.

7 Attachments

- Proposal Forms
- DT1-170 FK F1 Sample Outline & Sample Wiring Schematic
- DT1-170 FK Product Brochure
- Maintenance Schedule
- Current Transformer Curves
- Grid Solutions High Voltage Circuit Breaker Line Card
- Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions)

**DOCUMENT 00301
PROPOSAL**

Date: 3/21/23

To: Tupelo Water and Light
320 North Front Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to Tupelo Water & Light hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated January, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	2	161 kV Outdoor Power Circuit Breakers	\$ <u>161,850.00</u>

DELIVERY:

Delivery Site: North Green Street Substation

Delivery Date: March 2024

An alternate Delivery Date of 86 to 90 weeks ARO is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ 0 is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be

unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day. **Capped at 5% of delayed portion of the contract.**

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
None	
_____	_____
_____	_____

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section

Associated with EXCEPTION

Description of Exception

* This offer is made strictly in accordance with the attached Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions).

161 kV Power Circuit Breakers for North Green Street Substation – January 2023:

Document 00301:

* Liquidated damages will be \$300.00 per day capped at 5% of the delayed portion of the contract.

* Unloading onto existing concrete pads; field inspection, testing, certification and field assembly is not included in the price of the breaker.

* Bid bond and performance bond not required.

Document 00711

10.A Liquidated damages will be \$300.00 per day capped at 5% of the delayed portion of the contract.

Document 01721

3.02.D Due to the factory load, the circuit breakers cannot be held for two weeks. GE can offer to send the test results via PDF for reviewing all documents, including the factory test results prior to shipment. GE will give the customer two working days to review the test results.

Section 16353

1.04.B.1.a 170kV

1.04.B.1.b 40kA

1.04.B.1.c 40kA

1.04.B.1.d 40kA

1.04.B.1.e 100%

1.04.B.2 See attached outline drawing

1.04.B.3 Trip and close coils: 3.5A / 125VDC, Motor: 31A inrush, 9A running at 120VAC / 425VDC

1.04.B.4 Please refer to attached CT Curves

1.04.B.5 No special tools are required for installation or maintenance of the circuit breaker. Therefore, no additional tools will be provided. We have included one gas regulator with fill hose per substation.

1.04.B.6 < 10 seconds

1.04.B.7 See attached maintenance schedule.

1.05.B.2.c Anchor bolt design is not the responsibility of the supplier. It is the responsibility of the customer to verify the mechanical integrity of said anchors as well as the customer's foundation according to the foundation loading requirements as specified on the GE Grid Solutions contract drawing.

2.03.B.4 Each bushing is provided with an integral aluminum NEMA four (4)-hole pad for high voltage termination. Bushing studs and stud connectors are not supplied.

2.05.A The proposed 170 kV circuit breakers do not have swing panels in the control cabinet. All control components are attached to front mounted flush panels with easy access for wiring

2.05.B.4 Shunt release are not available on the proposed breakers. Two independent trip coils are offered.

Section 16353D

1.03.K.1 Anchor bolt design is not the responsibility of the supplier. It is the responsibility of the customer to verify the mechanical integrity of said anchors as well as the customer's foundation according to the foundation loading requirements as specified on the GE Grid Solutions contract drawing.

012623

81925

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: GE Grid Solutions, LLC

BY: George Muchesko TITLE: Lead Sales & Proposal Manager

MAILING ADDRESS: 1 Power Lane DATE: 3/29/23

Charleroi, PA 15022 TELEPHONE: 724-483-7874

STREET ADDRESS: 1 Power Lane FAX: _____

Charleroi, PA 15022 EMAIL: george.muchesko@ge.com

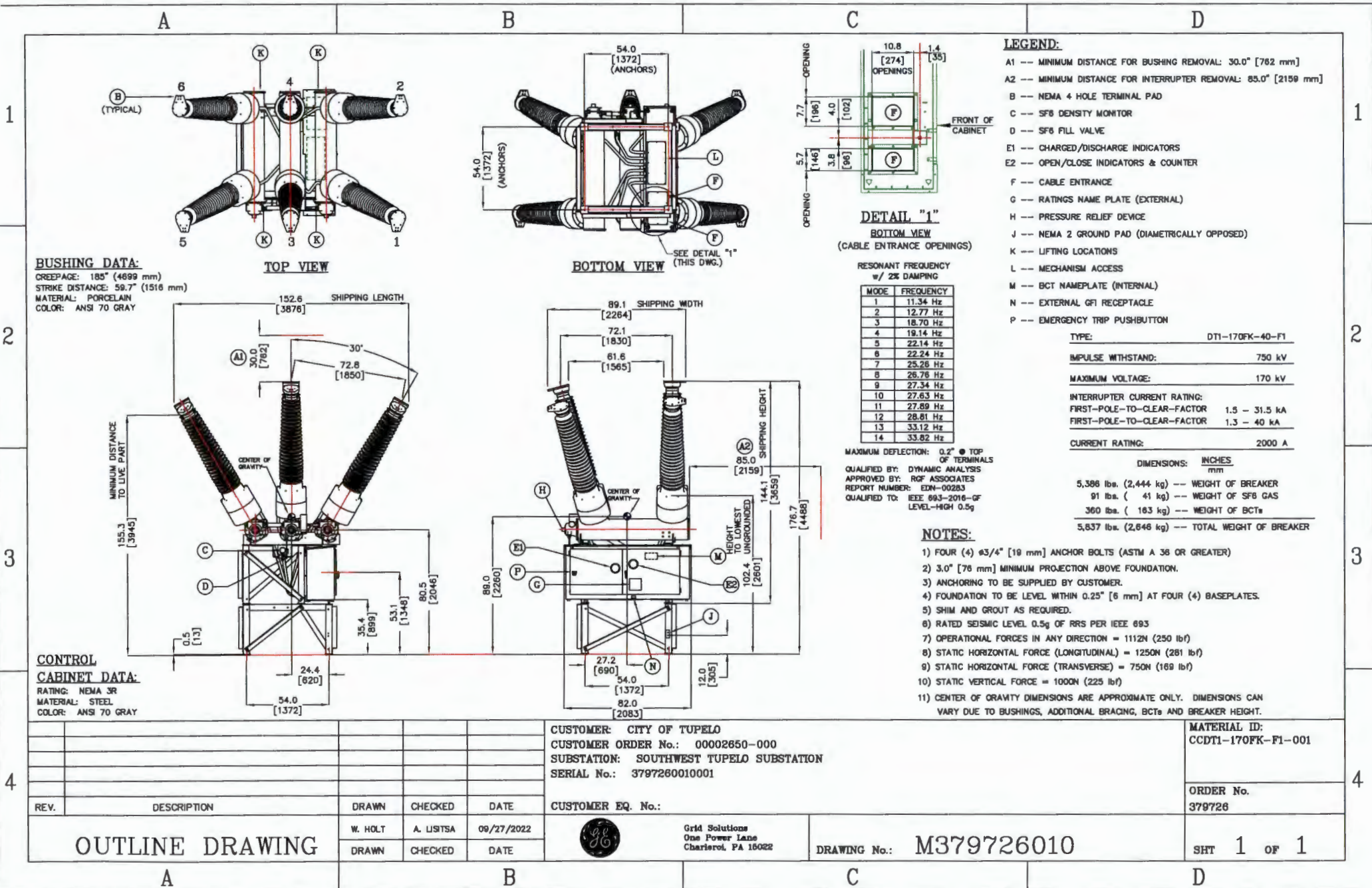
PRINCIPAL CONTACT: George Muchesko TELEPHONE: 724-483-7874

EMAIL: george.muchesko@ge.com

ALTERNATE CONTACT: Javier Ratmiroff TELEPHONE: 724-930-5169

EMAIL: javier.ratmiroff@ge.com

END OF DOCUMENT



CUSTOMER: CITY OF TUPELO
 CUSTOMER ORDER No.: 00002850-000
 SUBSTATION: SOUTHWEST TUPELO SUBSTATION
 SERIAL No.: 3797260010001

MATERIAL ID:
 CCDT1-170FK-F1-001

ORDER No.
 379726

REV.	DESCRIPTION	DRAWN	CHECKED	DATE

CUSTOMER EQ. No.:
 Grid Solutions
 One Power Lane
 Charlotte, PA 15022

DRAWING No.: M379726010

SHT 1 OF 1

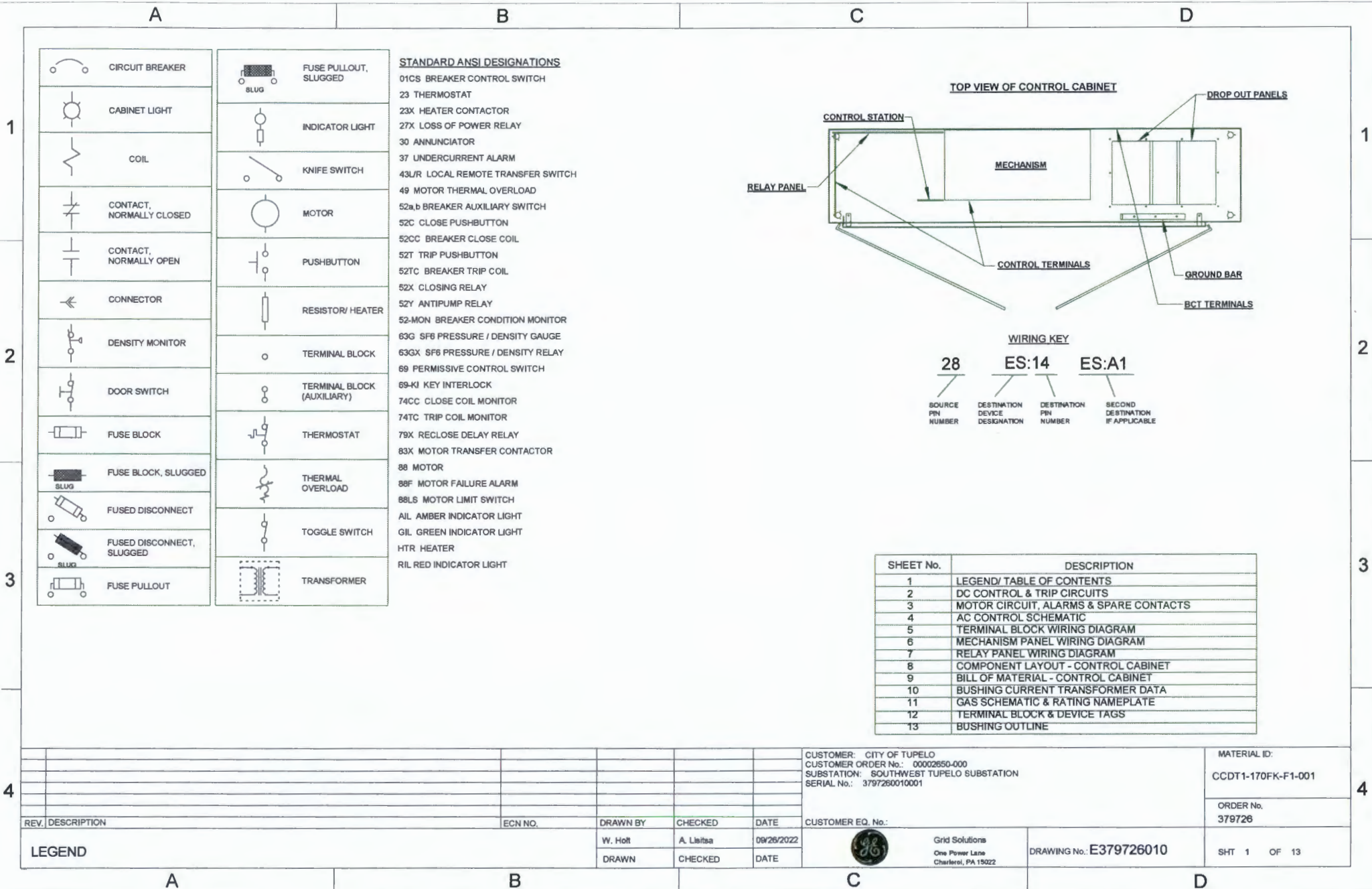
OUTLINE DRAWING

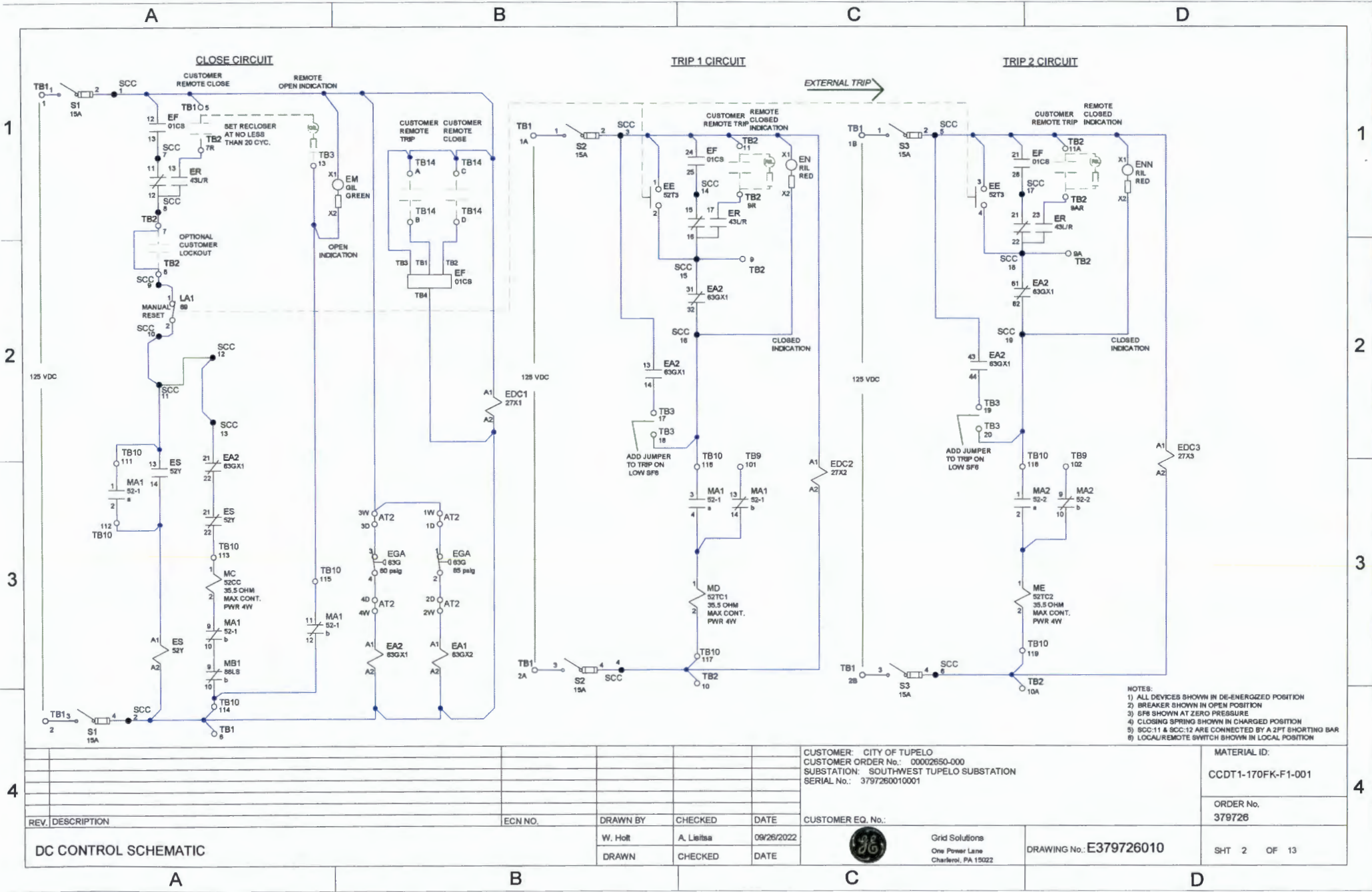
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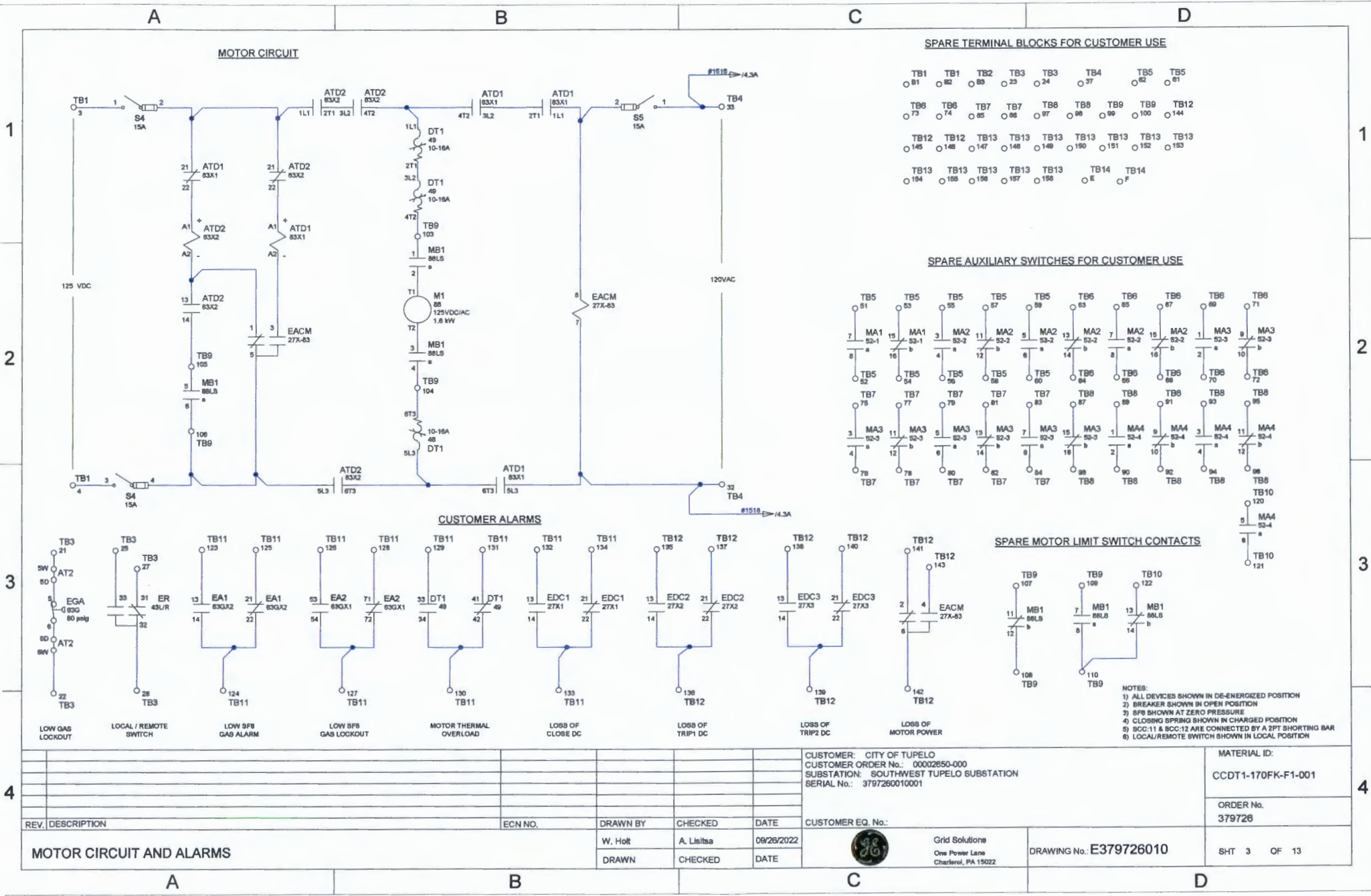




- NOTES:
 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
 2) BREAKER SHOWN IN OPEN POSITION
 3) SF6 SHOWN AT ZERO PRESSURE
 4) CLOSING SPRING SHOWN IN CHARGED POSITION
 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PFT SHORTING BAR
 6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE

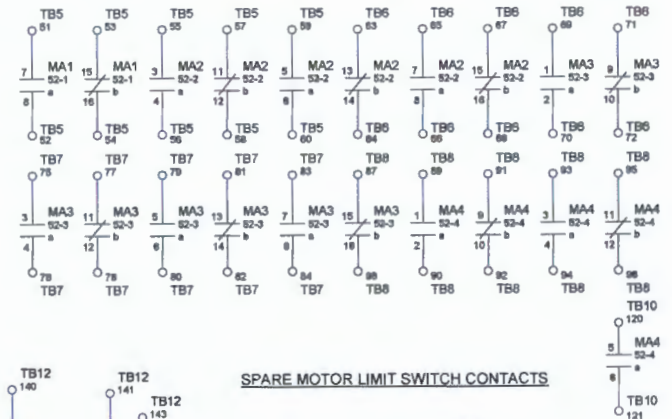
CUSTOMER: CITY OF TUPELO CUSTOMER ORDER No.: 00002650-000 SUBSTATION: SOUTHWEST TUPELO SUBSTATION SERIAL No.: 3797260010001		MATERIAL ID: CCDT1-170FK-F1-001
ORDER No. 379726		ORDER No. 379726
CUSTOMER EQ. No.:		DRAWING No.: E379726010
DC CONTROL SCHEMATIC		SHT 2 OF 13



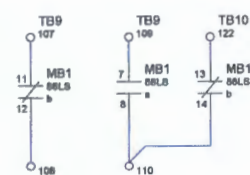
SPARE TERMINAL BLOCKS FOR CUSTOMER USE




SPARE AUXILIARY SWITCHES FOR CUSTOMER USE

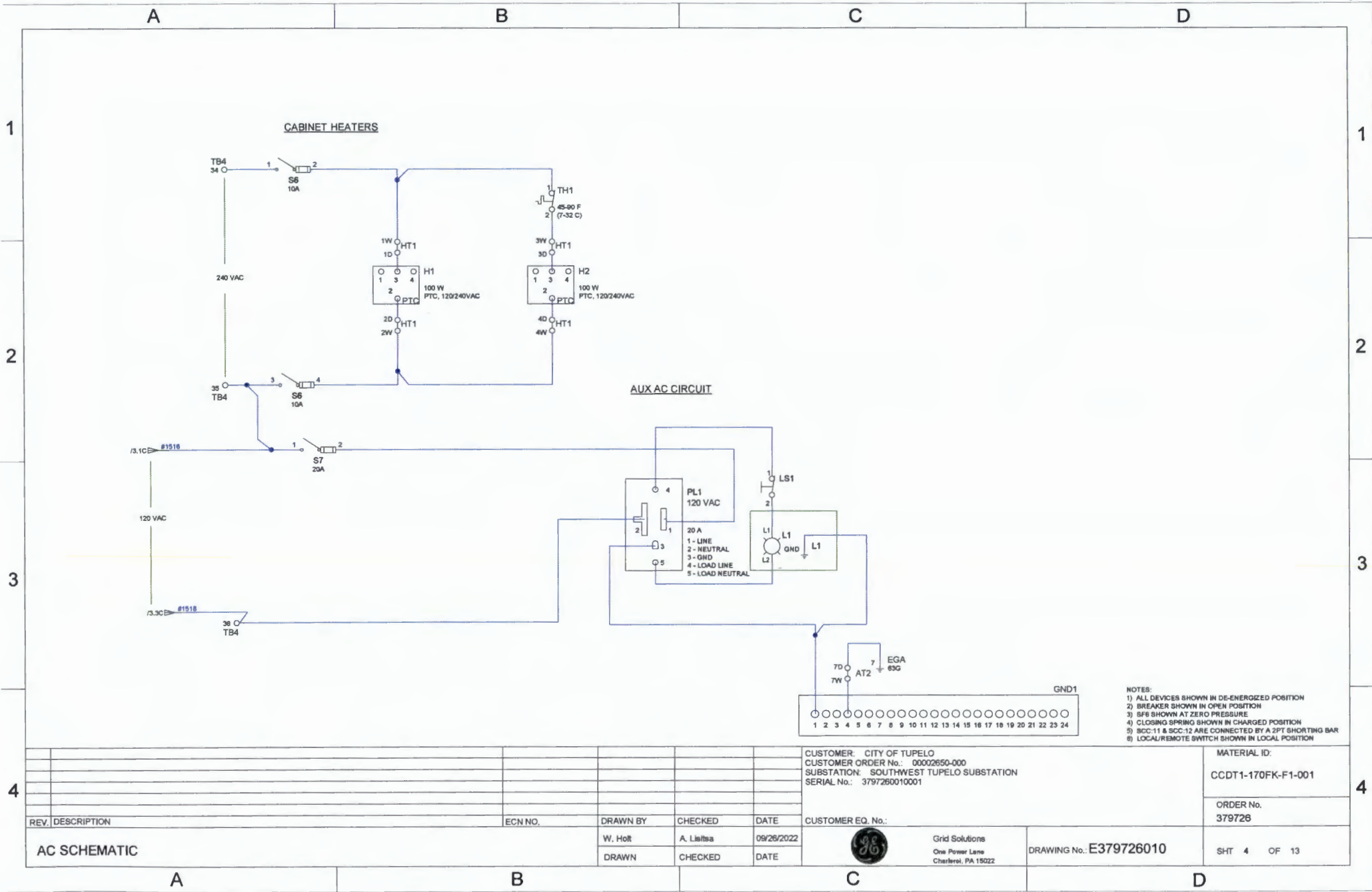


SPARE MOTOR LIMIT SWITCH CONTACTS

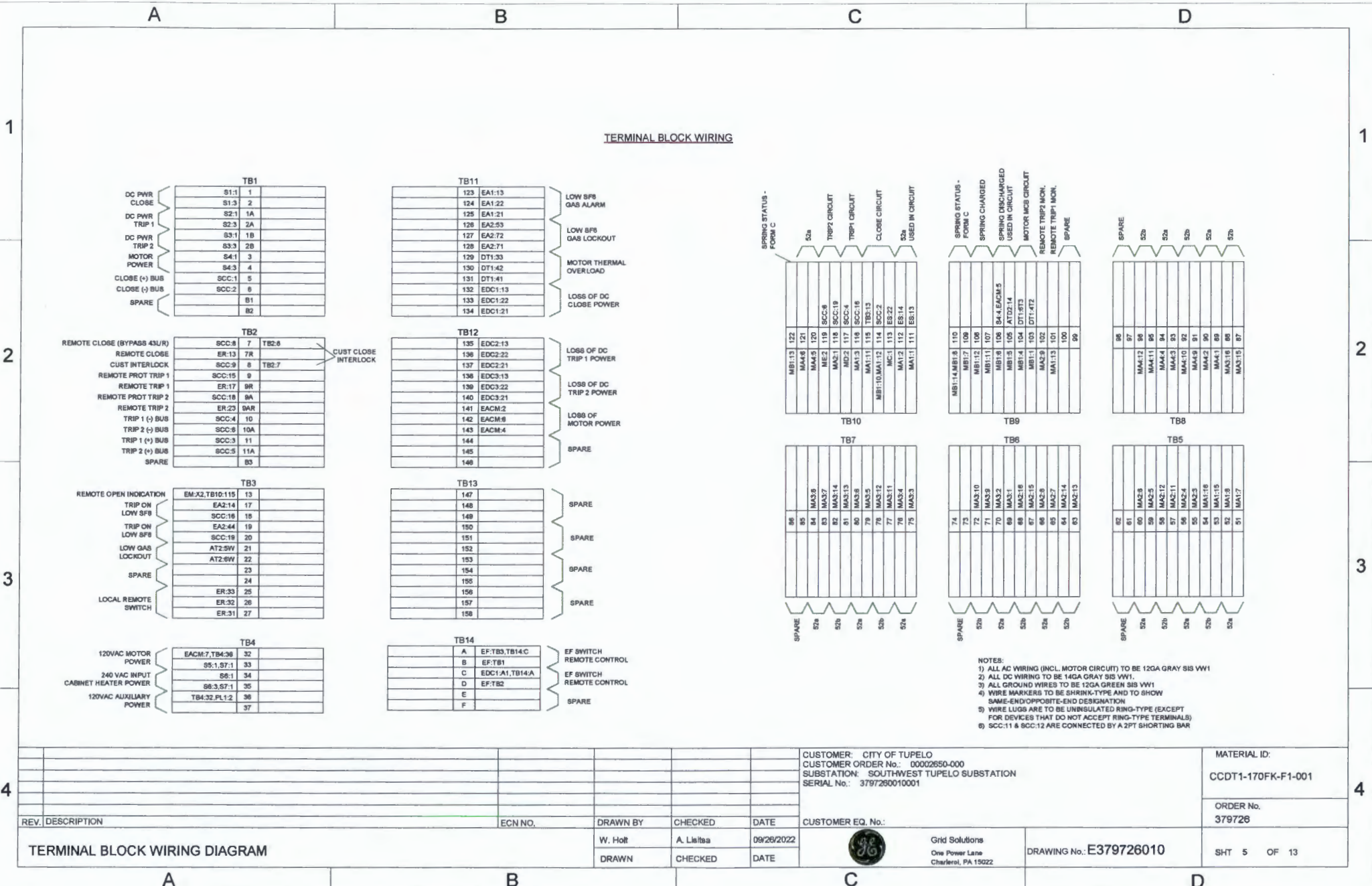


- NOTES:
 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
 2) BREAKER SHOWN IN OPEN POSITION
 3) SFB SHOWN AT ZERO PRESSURE
 4) CLOSING SPRING SHOWN IN CHARGED POSITION
 5) BCC:11 & BCC:12 ARE CONNECTED BY A ZPT SHORTING BAR
 6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

					CUSTOMER: CITY OF TUPELO CUSTOMER ORDER No.: 00002650-000 SUBSTATION: SOUTHWEST TUPELO SUBSTATION SERIAL No.: 3797260010001		MATERIAL ID: CCDT1-170FK-F1-001	
					CUSTOMER EQ. No.:		ORDER No. 379726	
REV. DESCRIPTION			ECN NO.	DRAWN BY	CHECKED	DATE	 Grid Solutions One Power Lane Charlestown, PA 15022	
MOTOR CIRCUIT AND ALARMS				W. Holt	A. Leitba	09/26/2022	DRAWING No.: E379726010 SHT 3 OF 13	



					CUSTOMER: CITY OF TUPELO CUSTOMER ORDER No.: 00002650-000 SUBSTATION: SOUTHWEST TUPELO SUBSTATION SERIAL No.: 3797260010001			MATERIAL ID: CCDT1-170FK-F1-001	
					CUSTOMER EQ. No.:			ORDER No. 379726	
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE	Grid Solutions One Power Lane Charleston, PA 15022		DRAWING No.: E379726010	
	AC SCHEMATIC		W. Holt	A. Lirisa	09/26/2022			SHT 4 OF 13	
			DRAWN	CHECKED	DATE				



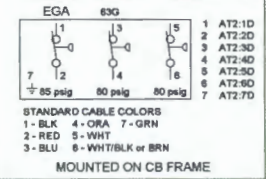
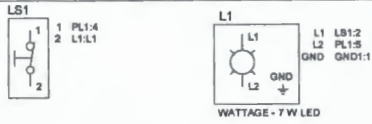
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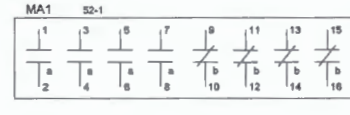
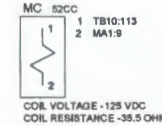
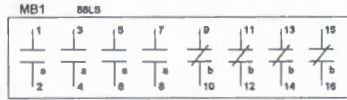
MECHANISM PANEL



CONTROL STATION

DECK	CONTACTS FRONT END	SWITCH POSITION			
		TRSP	nat	nac	CLOSE
1	12 → → 13				X
	16 → → 17				X
2	21 → → 28	X			
	24 → → 25	X			
3	31 → → 32		X	X	
	35 → → 36		X	X	
4	42 → → 43			X	X
	46 → → 47			X	X
5	51 → → 52	X	X		
	55 → → 56	X	X		

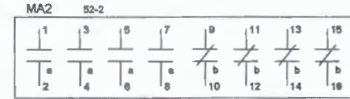
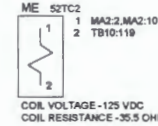
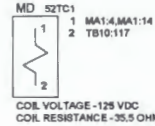
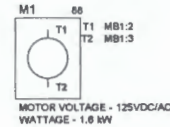
- TB1 TB14-B
- TB2 TB14-D
- TB4 EDC1A2
- TB3 TB14-A
- 12 SCC-1
- 13 SCC-7
- 26 SCC-17
- 24 SCC-3
- 25 SCC-14



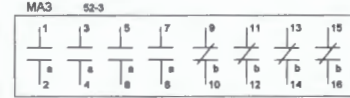
- 11 TB10:115
- 12 TB10:114
- 13 TBR-101
- 14 MD-1
- 15 TBR-53
- 16 TBR-54

DECK	CONTACTS FRONT END	SWITCH POSITION	
		LOCAL	REMOTE
1	12 → → 11		X
	18 → → 17	X	X
2	22 → → 21	X	X
	26 → → 27	X	X
3	32 → → 31	X	X
	36 → → 37	X	X

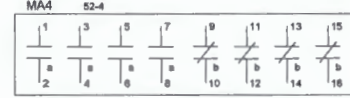
- 11 SCC-7
- 12 SCC-8
- 13 TBR-7R
- 15 SCC-14
- 16 SCC-15
- 17 TBR-9R
- 21 SCC-17
- 22 SCC-18
- 23 TBR-9AR
- 31 TBR-27
- 32 TBR-26
- 33 TBR-25



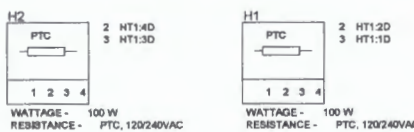
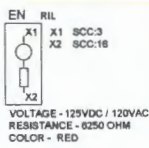
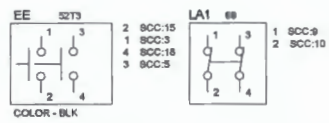
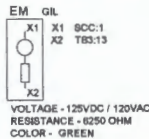
- 9 TBR-102
- 10 ME-1
- 11 TBR-57
- 12 TBR-58
- 13 TBR-63
- 14 TBR-64
- 15 TBR-67
- 16 TBR-68



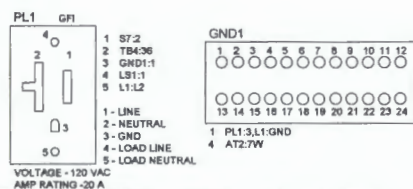
- 9 TBR-71
- 10 TBR-72
- 11 TBR-77
- 12 TBR-78
- 13 TBR-81
- 14 TBR-82
- 15 TBR-87
- 16 TBR-88



- 9 TBR-95
- 10 TBR-96



HT1	
H1:3 1D	1W S6.2, TH1:1
H1:2 2D	2W S6.4, HT1:4W
H2:3 3D	3W TH1:2
H2:2 4D	4W HT1:2W
5D	5W
6D	6W



- NOTES:
- 1) ALL AC WIRING (INCL. MOTOR CIRCUIT) TO BE 12GA GRAY SIS VWI
 - 2) ALL DC WIRING TO BE 14GA GRAY SIS VWI
 - 3) ALL GROUND WIRES TO BE 12GA GREEN SIS VWI
 - 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END-OPPPOSITE-END DESIGNATION
 - 5) WIRE LUGS ARE TO BE UNINSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
 - 6) SCC-11 & SCC-12 ARE CONNECTED BY A 2PT SHORTING BAR

1

2

3

4

1

2

3

4

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE	CUSTOMER EQ. No.:	CUSTOMER: CITY OF TUPELO CUSTOMER ORDER No.: 00002650-000 SUBSTATION: SOUTHWEST TUPELO SUBSTATION SERIAL No.: 379726001001	MATERIAL ID: CCDT1-170FK-F1-001
			W. Holt	A. Lisitsa	09/26/2022			ORDER No. 379726

MECHANISM AND CONTROL STATION WIRING DIAGRAM						Grid Solutions One Power Lane Charlotte, PA 15022	DRAWING No.: E379726010	SHT 6 OF 13
			DRAWN	CHECKED	DATE			

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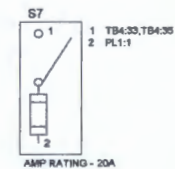
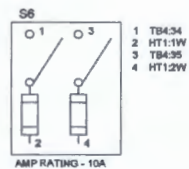
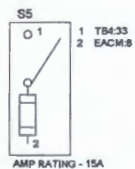
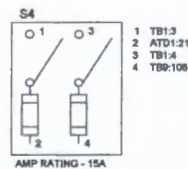
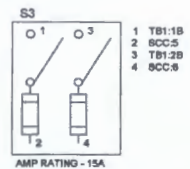
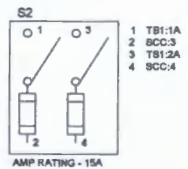
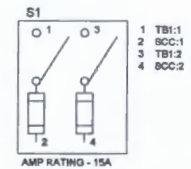
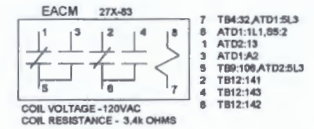
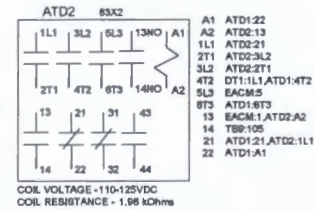
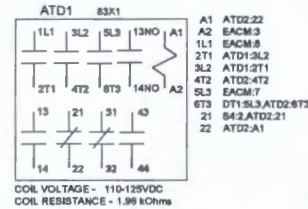
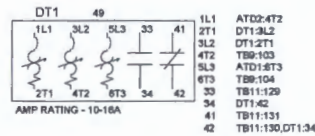
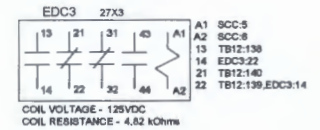
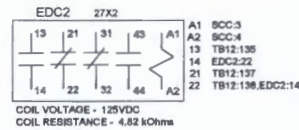
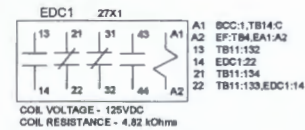
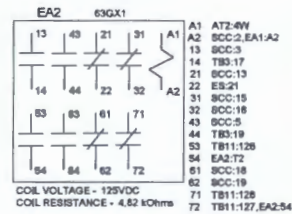
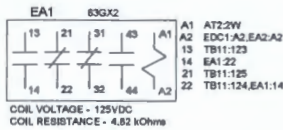
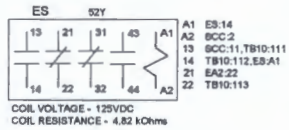
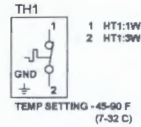
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RELAY WIRING

1	EM-X1:81;2;AT2:3W;EDC1:A1;TB1:5;EF:12
2	81;4;TB10:114;TB1:6;EA2:A2;EA2
3	TB1:11;EN-X1;EDC2:A1;EF:24;EE:1;ES:2;EA1:13
4	TB10:117;TB2:10;EDC2:A2;82;4
5	ENH-X1;S5;2;TB2:11A;EDC3:A1;EF:21;EE:3;EA2:43
6	83;4;TB2:10A;TB10:119;EDC3:A2
7	ER:11;EF:13
8	TB2:7;ER:12
9	TB2:8;LA:1
10	8CC:11;LA:2
11	ES:13;8CC:10
12	8CC:13
13	8CC:12;EA2:21
14	ER:15;EF:25
15	EA2:31;ER:16;TB2:9;EE:2
16	EN-X2;TB1:18;TB10:116;EA3:32
17	EF:28;ER:21
18	EA2:61;TB2:9A;ER:22;EE:4
19	ENH-X2;TB10:116;TB3:20;EA2:62



AT2:3W	1W	1D	EGA:1
EA1:A1	2W	2D	EGA:2
8CC:1;AT2:1W	3W	3D	EGA:3
EA2:A1	4W	4D	EGA:4
TB3:21	5W	5D	EGA:5
TB3:22	6W	6D	EGA:6
GND:1.4	7W	7D	EGA:7

- NOTES:
1) ALL AC WIRING (INCL. MOTOR CIRCUIT) TO BE 12GA GRAY SIS VW1
2) ALL DC WIRING TO BE 14GA GRAY SIS VW1
3) ALL GROUND WIRES TO BE 12GA GREEN SIS VW1
4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
5) WIRE LUGS ARE TO BE UNINSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
6) 8CC:11 & 8CC:12 ARE CONNECTED BY A 2PT SHORTING BAR

CUSTOMER: CITY OF TUPELO
CUSTOMER ORDER No.: 00002650-000
SUBSTATION: SOUTHWEST TUPELO SUBSTATION
SERIAL No.: 3797260010001

MATERIAL ID:
CCDT1-170FK-F1-001

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
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RELAY PANEL WIRING DIAGRAM

W. Holt
A. Lelista
09/28/2022

CUSTOMER EQ. No.:



Grid Solutions
One Power Lane
Charlottesville, VA 19022

DRAWING No.: E379726010

ORDER No.
379726

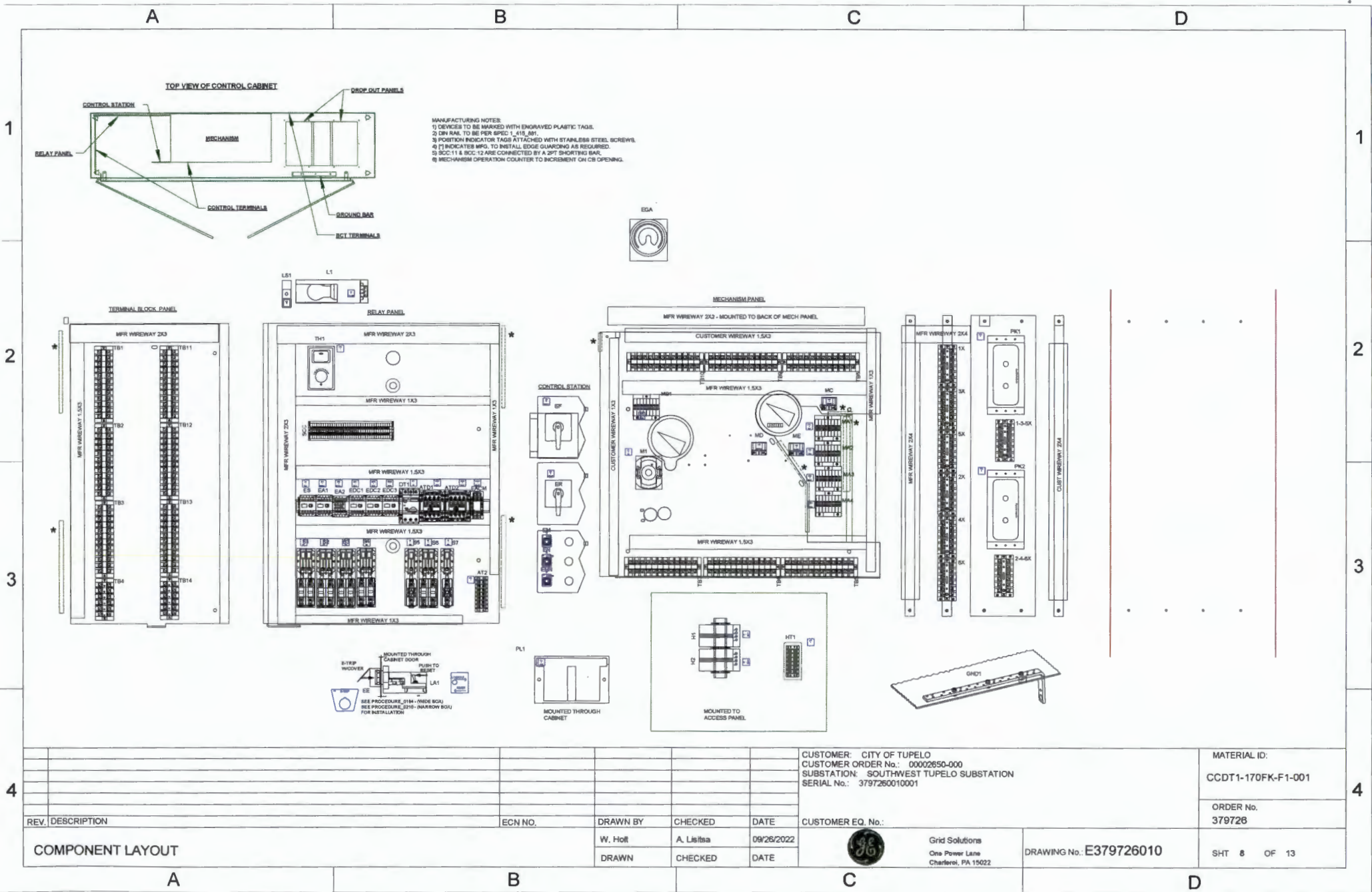
SHT 7 OF 13

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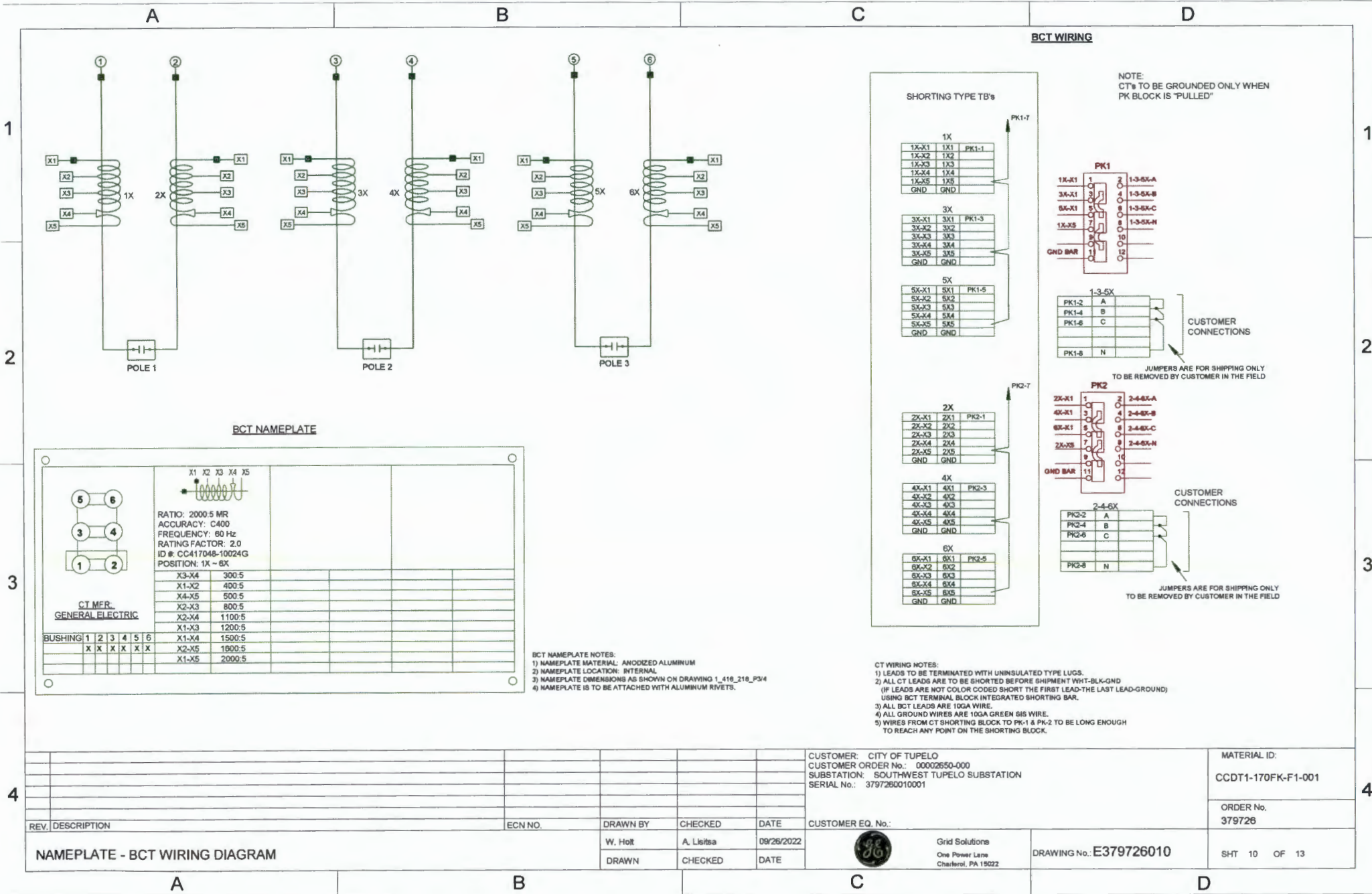


					CUSTOMER: CITY OF TUPELO CUSTOMER ORDER No.: 00002650-000 SUBSTATION: SOUTHWEST TUPELO SUBSTATION SERIAL No.: 3797260010001		MATERIAL ID: CCDT1-170FK-F1-001	
					CUSTOMER EQ. No.:		ORDER No. 379728	
REV. DESCRIPTION					ECN NO.		DRAWN BY	
COMPONENT LAYOUT					W. Holt		A. Lisitsa	
					CHECKED		DATE	
					DRAWN		DATE	
							Grid Solutions One Power Lane Charteret, PA 15022	
					DRAWING No.: E379726010		SHT 8 OF 13	

A				B		C		D	
ITEM	QTY	SAP #	MFR #	MFR	DESCRIPTION	DEVICE ID			
001	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB11, TB12, TB13			
002	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB1, TB2, TB3			
003	002	CC410504-019	EB25B06	GENERAL ELECTRIC	TERMINAL BLOCK 6PT	TB14, TB4			
004	008	CC410504-003	EB27B06S	GENERAL ELECTRIC	TERMINAL BLOCK 6PT, SHORTING	2X, 3X, 4X, 5X, 6X, 1-3-5X, 1X, 2-4-6X			
005	001	CC410508-009	143R	C3CONTROLS	PUSH BUTTON COVER-30MM	EE			
006	002	CC410541	1-410-541	GRID SOLUTIONS	PK2 BLOCK MTG BRACKET	PK1, PK2			
007	001	CC410629-011	24203D 10D2L24A	ELECTROSWITCH	CONTROL SWITCH, LOCAL/REMOTE 3 STAGE	ER			
008	002	CC410630-050	MRL125DLR-MPLLRD	C3CONTROLS	LED INDICATOR LIGHT, RED, 125VDC	EN, ENN			
009	001	CC410630-053	MRL125DLG-MPLLGN	C3CONTROLS	LED INDICATOR LIGHT, GREEN, 125VDC	EM			
010	001	CC410632-019	1-410-632-P19	GRID SOLUTIONS	CABINET LIGHT	L1			
011	001	CC417123-001	E69-30A	CHERRY	DOOR SWITCH, 10A, 125/250VAC	LS1			
012	001	CC410634-009	TSA901	ELECTROMODE	ADJUSTABLE THERMOSTAT 45-90F (7-32C)	TH1			
013	002	CC410635-010	201-J	STATES	KNIFE SWITCH 1 POLE	S5, S7			
014	005	CC410635-009	202-AW	STATES	KNIFE SWITCH 2 POLE	S1, S2, S3, S4, S6			
015	001	CC410640-101	TP7018	THEPITT	RECEPTACLE, ENCLOSURE	TH1			
016	001	CC410640-019	1H3-1	THOMAS & BETTS / RED DOT	RECEPTACLE, ENCLOSURE	PL1			
017	001	CC410640-031	BWFFG-1BCV	HUBBELL	RECEPTACLE, WEATHERPROOF COVER	PL1			
018	001	CC410640-005	GF5352A	HUBBELL	RECEPTACLE, GFI, 120VAC, 20A, NEMA 5-20R	PL1			
019	008	CC410641-073	CLIPFK35-5	PHOENIX	END CLAMP	END10, END31, END32, END33, END34, END35, END36			
						END37			
020	002	CC410649-001	8422120G4	GENERAL ELECTRIC	TEST SWITCH, PK2	PK1, PK2			
021	002	CC410650-035	1-410-650-P35	BUSSMANN	FUSE, 10A, CLASS RK5	S6, S6			
022	009	CC410650-006	1-410-650-P6	GRID SOLUTIONS	FUSE, 15A, CLASS RK5	S1, S1, S2, S2, S3, S3, S4, S4, S5			
023	001	CC410650-007	1-410-650-P7	GRID SOLUTIONS	FUSE, 20A, CLASS RK5	S7			
024	001	CC411956	88570B - 188-2C22	ELECTROSWITCH	CONTROL SWITCH, CSR 125 VDC	EF			
025	012	CC416091	1-416-091	GRID SOLUTIONS	COPPER STRAP	S1, S1, S2, S2, S3, S3, S4, S4, S5, S6, S6, S7			
026	001	CC416205-004	1-416-206-P4	GRID SOLUTIONS	TERMINAL BLOCK COVER AUX 6PT	HT1			
027	001	CC416868-001	1-416-868-P1	GRID SOLUTIONS	PUSH BUTTON / IND LITE BRACKET	17			
028	002	CC416868-002	1-416-868-P2	GRID SOLUTIONS	CONTROL SWITCH BRACKET	18, 19			
029	001	CC417056-001	1-417-056-P1	GRID SOLUTIONS	SWITCH BRACKET	LS1			
030	001	CC417294-001	1-417-294-G1	GRID SOLUTIONS	SPRING CHARGE MOTOR FOR FK3-1/131	M1			
031	001	CC417459-004	1-417-459-P4	GRID SOLUTIONS	ANNUNCIATOR PANEL / PENN UNION 6PT TB - FK- NARROW	PAN19			
032	001	CC990024-008	2-990-024-P8	WIKA	DENSITY MONITOR (98.6,85,80) PSIG-BAR SCALE - PURE SF6	EGA			
033	001	CC990035-001	2-990-035-P1	GRID SOLUTIONS	MECHANISM PANEL	PAN11			
034	001	CC990156-003	2-990-156-P3	GRID SOLUTIONS	DT72.5 RELAY PANEL, VERSION 3	PAN17			
035	003	CC991268-001	2-991-268-P1	GRID SOLUTIONS	6PT TB MOUNTING STRIP-NEW	PAN12, PAN14, PAN22			
036	001	CC410748-001	TB206	BUSSMANN	AUX. TERMINAL BLOCK, 6 PT + COVER	HT1			
037	001	CC410748-003	TB207	BUSSMANN	AUX. TERMINAL BLOCK, 7 PT	AT2			
038	001	CC02878-001	CC02878-001	GRID SOLUTIONS	E-TRIP 7.69 BLOCK	LA1			
039	001	CC410508-011	HFBC-FCBK-NO-NO	C3CONTROLS	PUSHBUTTON, BLACK, 2NO, LOCKING CVR	EE			
040	002	CC410633-019	CS 06010,0-00	STEGO	ANTICONDENSATION HEATER PTC 100W 120/240VAC	H1, H2			
041	001	CC410636-005	ER204-73	CARLING TECHNOLOGIES	PERMISSIVE CONTROL SWITCH	LA1			
042	002	CC410655-402	300-S18N30ZG10	C3CONTROLS	CONTACTOR 125VDC, 3NO, 1NO AUX CONT.	ATD1, ATD2			
043	004	CC410655-457	300-SSA11	C3CONTROLS	AUXILIARY CONTACT	ATD1, ATD1, ATD2, ATD2			
044	001	CC410749-401BR	300-C16N22ZD	C3CONTROLS	CONTROL RELAY 4NO 4NC (125 VDC)	EA2			
045	005	CC410749-401BR	300-C16N22ZD	C3CONTROLS	CONTROL RELAY 2NO 2NC (125 VDC)	EA1, EDC1, EDC2, EDC3, ES			
046	001	CC410749-408	300-FA22	C3CONTROLS	AUXILIARY CONTACT	EA2			
047	001	CC410749-436	GPRM-B2C10D-3	C3CONTROLS	CONTROL RELAY, 2 FORM "C", 120VAC	EACM			
048	001	CC410749-495	GPRA-SB08U1	C3CONTROLS	C3 SQUARE MINI 8 BLADE BASE SOCKET	EACM			
049	001	CC410749-496	GPRA-RC2	C3CONTROLS	C3 SQUARE MINI BASE RETAINING CLIP	EACM			
050	001	CC417125-005	BPA15/CLDM/5000LED	FEIT ELECTRIC	LIGHT BULB 7W/120VAC, LED, CUL	L1			
051	001	CC966188-202	330-125S2U16	C3CONTROLS	MOTOR CIRCUIT CONTROLLER, 10-16A	DT1			
052	001	CC966188-204	330-SA11S25	C3CONTROLS	AUX CONTACT FOR MOTOR CIRCUIT CONTROLLER	DT1			
053	001	CC410861-102	LFFH250302P	LITTELFUSE	FUSED KNIFE SWITCH 2 POLE, 10A	S6			
054	001	CC410861-103	LFFH250301P	LITTELFUSE	FUSED KNIFE SWITCH 1 POLE, 15A	S5			
055	004	CC410861-102	LFFH250302P	LITTELFUSE	FUSED KNIFE SWITCH 2 POLE, 15A	S1, S2, S3, S4			
056	001	CC410861-103	LFFH250301P	LITTELFUSE	FUSED KNIFE SWITCH 1 POLE, 20A				
057	001		GROUND BAR	GRID SOLUTIONS	GROUND BAR, 24PT	GND1			
058	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB5, TB6, TB7			
059	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB10, TB8, TB9			
060	003	CC48.102.110-20	48.102.110-20	GRID SOLUTIONS	COIL, (125 VDC)	MC, MD, ME			
061	005	CC48.105.100-01	48.105.100-01	GRID SOLUTIONS	AUXILIARY SWITCH FK3-X	MA1, MA2, MA3, MA4, MB1			
062	001	CC417925-002	1-417-925-G2	GRID SOLUTIONS	STANDARD CIRCUIT CONNECTOR	SCC			

					CUSTOMER: CITY OF TUPELO CUSTOMER ORDER No.: 00002650-000 SUBSTATION: SOUTHWEST TUPELO SUBSTATION SERIAL No.: 3797260010001			MATERIAL ID: CCDT1-170FK-F1-001	
					CUSTOMER EQ. No.:			ORDER No. 379726	
REV. DESCRIPTION					ECN NO.	DRAWN BY	CHECKED	DATE	
BILL OF MATERIALS						W. Holt	A. Liettsa	09/26/2022	
						DRAWN	CHECKED	DATE	

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REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
	NAMEPLATE - BCT WIRING DIAGRAM		W. Holt	A. Lisitsa	09/26/2022
			DRAWN	CHECKED	DATE

CUSTOMER: CITY OF TUPELO
 CUSTOMER ORDER No.: 00002650-000
 SUBSTATION: SOUTH-WEST TUPELO SUBSTATION
 SERIAL No.: 37972601001

MATERIAL ID:
 CCDT1-170FK-F1-001

ORDER No.
 379726

SHT 10 OF 13

CUSTOMER EQ. No.:

Grid Solutions
 One Power Lane
 Charleston, PA 15022

DRAWING No. E379726010

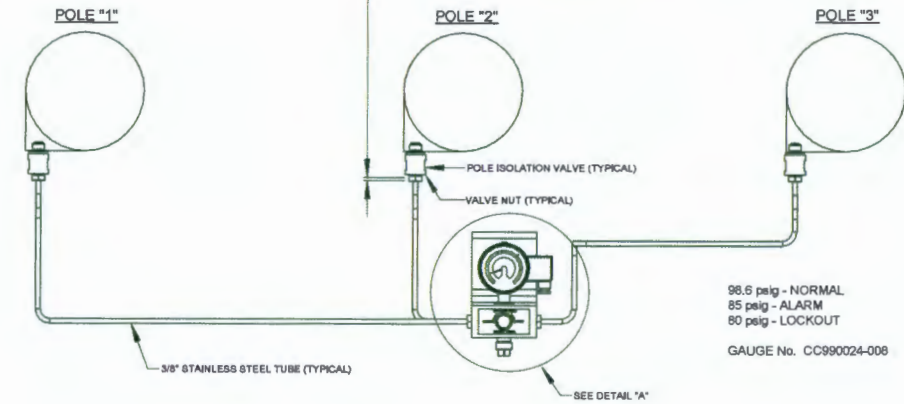
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D

SF6 GAS SCHEMATIC



98.6 psig - NORMAL
85 psig - ALARM
80 psig - LOCKOUT
GAUGE No. C0990024-008

RATINGS NAMEPLATE

		TYPE	DT1-170FK-40-F1	CUSTOMER P.O.	00002650-000
		SERIAL NUMBER		ORDER NUMBER	379726
		MANUFACTURE DATE		INSTRUCTION BOOK No.	IB-DT12FK
				PARTS LIST No.	379726-010
				WIRING DIAGRAM	E379726010
RATED MAXIMUM VOLTAGE	170 kV	RATED INTERRUPTING TIME	3.0 CYCLES	SF6 PRESSURE (@ 20° C / 68° F)	RELATIVE PRESSURE
RATED VOLTAGE RANGE FACTOR (IG)	1.0	RATED SHORT CIRCUIT CURRENT	40 kA	-NORMAL OPERATING PRESSURE	98.6 psig
RATED FREQUENCY	60 Hz	- TERMINAL FAULT	40 kA	-LOW PRESSURE ALARM	85 psig
DUTY CYCLE	0-0.3s-CO-15s-CO	- 90% SLF WITH 0nFL_g CAPACITANCE (WITHIN 100ms)	40 kA	-MINIMUM PRESSURE	80 psig
RATED CONTINUOUS CURRENT	2000 A	- FIRST POLE TO CLEAR FACTOR	1.3	WEIGHT OF GAS	91 lb
CAPACITANCE CURRENT SWITCHING		- CLOSING, LATCHING & SHORT TIME CARRYING	108 kA	TOTAL WEIGHT	5,637 lb
-VOLTAGE FACTOR	1.4	TEMPERATURE RANGE	-30°C to +40°C	MECHANISM TYPE	FC-1131 SPRING
-LINE CHARGING	180 A	SHORT CIRCUIT CURRENT WITHSTAND DURATION	3s	CONTROL VOLTAGE	
-ISOLATED BANK	400 A	% DC COMPONENT	55.2%	-CLOSING	125VDC, 3.5A
-BACK-TO-BACK	400 A	FULL WAVE IMPLASE WITHSTAND	750 kV	-TRIPPING	125VDC, 3.5A
-INRUSH PEAK	20 kA	OUT-OF-PHASE SWITCHING	10 kA	-MOTOR	120 VAC/125 VDC, 1.8 kW
-INRUSH FREQUENCY	4250 Hz	ALTITUDE	NOT TO EXCEED 3300FT ABOVE SEA LEVEL	-CABINET HEATERS	240VAC, 200W
ONE POWER LANE CHARLEROI, PA 15022		GRID SOLUTIONS		DESIGNED AND MANUFACTURED IN USA	

RATINGS NAMEPLATE NOTES:
1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM ATTACHED WITH ALUMINUM RIVETS
2) NAMEPLATE LOCATION: EXTERNAL
3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING L_418_218_P1/P2
4) MANUFACTURE DATE AND SERIAL NUMBER ARE TO BE FILLED IN PRIOR TO ENGRAVING

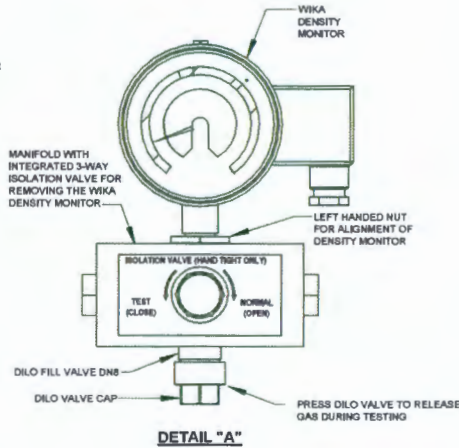
FILL HOSE & REGULATOR DETAIL



POLE ISOLATION VALVE DETAIL



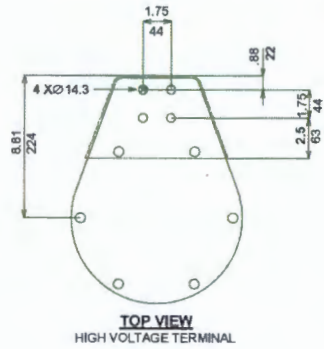
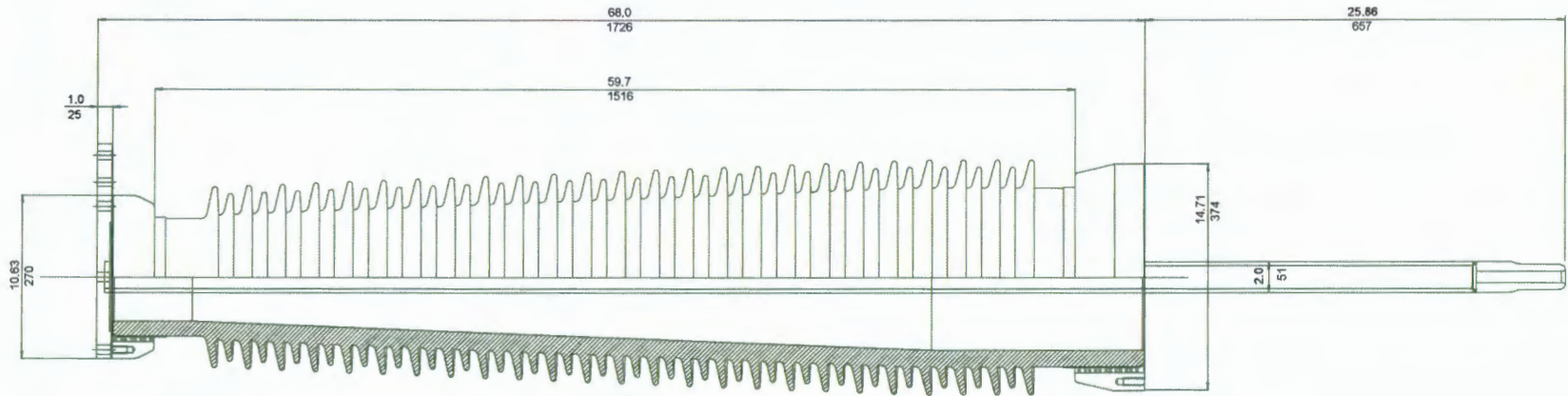
- NOTES:**
1) ALL TUBING IS 3/8" STAINLESS.
2) GAS SAMPLING CAN BE DONE THROUGH FILL VALVE.
3) POLE ISOLATION VALVES USED TO ISOLATE TANK FROM GAS PIPING.
4) PRESSURE SWITCHES ARE LOCATED INSIDE THE DENSITY GAUGE HOUSING



REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
	NAMEPLATE - GAS SCHEMATIC		W. Holt	A. Leitza	09/26/2022
			DRAWN	CHECKED	DATE

CUSTOMER: CITY OF TUPELO CUSTOMER ORDER No.: 00002650-000 SUBSTATION: SOUTHWEST TUPELO SUBSTATION SERIAL No.: 379726001001	MATERIAL ID: CCDT1-170FK-F1-001
CUSTOMER EQ. No.:	ORDER No. 379726
Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E379726010
	SHT 11 OF 13

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<p style="text-align:center;">DEVICE TAGS</p> <table border="1" style="width:100%; border-collapse: collapse; text-align:center;"> <tr> <td>AT2 •</td> <td>DT1 •</td> <td>EA1 •</td> <td>EA2 •</td> <td>EDC1 •</td> <td>EDC2 •</td> <td>EDC3 •</td> </tr> <tr> <td></td> <td>49</td> <td>63GX2</td> <td>63GX1</td> <td>27X1</td> <td>27X2</td> <td>27X3</td> </tr> <tr> <td>EF •</td> <td>ER •</td> <td>ES •</td> <td>H1 •</td> <td>HT1 •</td> <td>L1 •</td> <td>LS1 •</td> </tr> <tr> <td>01CS</td> <td>43L/R</td> <td>52Y</td> <td>100 W</td> <td colspan="2">7 W LED</td> <td></td> </tr> <tr> <td>MA1 •</td> <td>MA2 •</td> <td>MA3 •</td> <td>MA4 •</td> <td>MB1 •</td> <td>MC •</td> <td>MD •</td> </tr> <tr> <td>52-1</td> <td>52-2</td> <td>52-3</td> <td>52-4</td> <td>88LS</td> <td>52CC</td> <td>52TC1</td> </tr> <tr> <td>ME •</td> <td>PK1 •</td> <td>PK2 •</td> <td>S1 •</td> <td>S2 •</td> <td>S3 •</td> <td>S4 •</td> </tr> <tr> <td>52TC2</td> <td></td> <td></td> <td>15A</td> <td>15A</td> <td>15A</td> <td>15A</td> </tr> <tr> <td>S5 •</td> <td>S6 •</td> <td>S7 •</td> <td>ATD2 •</td> <td>ATD1 •</td> <td>EACM •</td> <td>M1 •</td> </tr> <tr> <td>15A</td> <td>10A</td> <td>20A</td> <td>83X2</td> <td>83X1</td> <td>27X-83</td> <td>88</td> </tr> <tr> <td>PL1 •</td> <td>H2 •</td> <td>TH1 •</td> <td colspan="4"></td> </tr> <tr> <td>GFI</td> <td>100 W</td> <td></td> <td colspan="4"></td> </tr> </table> <p style="font-size: small;"> DEVICE TAG NOTES: 1) TAG MATERIAL: PLASTIC - BLACK WITH WHITE LETTERS 2) TAG DIMENSIONS AS SHOWN ON FABRICATION DRAWING 1_417_378_P1. </p>	AT2 •	DT1 •	EA1 •	EA2 •	EDC1 •	EDC2 •	EDC3 •		49	63GX2	63GX1	27X1	27X2	27X3	EF •	ER •	ES •	H1 •	HT1 •	L1 •	LS1 •	01CS	43L/R	52Y	100 W	7 W LED			MA1 •	MA2 •	MA3 •	MA4 •	MB1 •	MC •	MD •	52-1	52-2	52-3	52-4	88LS	52CC	52TC1	ME •	PK1 •	PK2 •	S1 •	S2 •	S3 •	S4 •	52TC2			15A	15A	15A	15A	S5 •	S6 •	S7 •	ATD2 •	ATD1 •	EACM •	M1 •	15A	10A	20A	83X2	83X1	27X-83	88	PL1 •	H2 •	TH1 •					GFI	100 W						<p style="text-align:center;">LA1-69 LOCKOUT</p> <div style="text-align:center;"> </div> <p style="text-align:center; font-size: small;"> COLOR - BLACK W/ WHITE TEXT 48 mm </p>	<p style="text-align:center;">TERMINAL BLOCK MARKER STRIPS</p> <table border="1" style="width:100%; border-collapse: collapse; text-align:center;"> <tr> <th>TB1</th><th>TB2</th><th>TB3</th><th>TB5</th><th>TB6</th><th>TB7</th><th>TB8</th><th>TB9</th><th>TB10</th><th>TB11</th><th>TB12</th><th>TB13</th><th>TB14</th> </tr> <tr> <td>1</td><td>7</td><td>13</td><td>51</td><td>63</td><td>75</td><td>87</td><td>99</td><td>111</td><td>123</td><td>135</td><td>147</td><td></td> </tr> <tr> <td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td> </tr> <tr> <td>2</td><td>7R</td><td>17</td><td>52</td><td>64</td><td>76</td><td>88</td><td>100</td><td>112</td><td>124</td><td>136</td><td>148</td><td></td> </tr> <tr> <td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td> </tr> <tr> <td>1A</td><td>8</td><td>18</td><td>53</td><td>65</td><td>77</td><td>89</td><td>101</td><td>113</td><td>125</td><td>137</td><td>149</td><td></td> </tr> <tr> <td>2A</td><td>9</td><td>19</td><td>54</td><td>66</td><td>78</td><td>90</td><td>102</td><td>114</td><td>126</td><td>138</td><td>150</td><td></td> </tr> <tr> <td>1B</td><td>9R</td><td>20</td><td>55</td><td>67</td><td>79</td><td>91</td><td>103</td><td>115</td><td>127</td><td>139</td><td>151</td><td></td> </tr> <tr> <td>2B</td><td>9A</td><td>21</td><td>56</td><td>68</td><td>80</td><td>92</td><td>104</td><td>116</td><td>128</td><td>140</td><td>152</td><td></td> </tr> <tr> <td>3</td><td>9AR</td><td>22</td><td>57</td><td>69</td><td>81</td><td>93</td><td>105</td><td>117</td><td>129</td><td>141</td><td>153</td><td>TB4 32</td> </tr> <tr> <td>4</td><td>10</td><td>23</td><td>58</td><td>70</td><td>82</td><td>94</td><td>106</td><td>118</td><td>130</td><td>142</td><td>154</td><td>○</td> </tr> <tr> <td>5</td><td>10A</td><td>24</td><td>59</td><td>71</td><td>83</td><td>95</td><td>107</td><td>119</td><td>131</td><td>143</td><td>155</td><td>○</td> </tr> <tr> <td>6</td><td>11</td><td>25</td><td>60</td><td>72</td><td>84</td><td>96</td><td>108</td><td>120</td><td>132</td><td>144</td><td>156</td><td>○</td> </tr> <tr> <td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td> </tr> <tr> <td>B1</td><td>11A</td><td>26</td><td>61</td><td>73</td><td>85</td><td>97</td><td>109</td><td>121</td><td>133</td><td>145</td><td>157</td><td>○</td> </tr> <tr> <td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td> </tr> <tr> <td>B2</td><td>B3</td><td>27</td><td>62</td><td>74</td><td>86</td><td>98</td><td>110</td><td>122</td><td>134</td><td>146</td><td>158</td><td>○</td> </tr> <tr> <td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td> </tr> <tr> <td>P4</td><td>P4</td><td>P4</td><td>P4</td><td>P4</td><td>P4</td><td>P4</td><td>P4</td><td>P4</td><td>P4</td><td>P4</td><td>P4</td><td>P5</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>P5</td> </tr> </table> <p style="font-size: small;"> TERMINAL MARKER STRIP NOTES: 1) STRIP MATERIAL: PLASTIC - BLACK WITH WHITE LETTERS 2) STRIP DIMENSIONS AS SHOWN ON FABRICATION DRAWING 1_417_378_P... (SEE P#S FOR EACH STRIP) </p>	TB1	TB2	TB3	TB5	TB6	TB7	TB8	TB9	TB10	TB11	TB12	TB13	TB14	1	7	13	51	63	75	87	99	111	123	135	147		○	○	○	○	○	○	○	○	○	○	○	○	○	2	7R	17	52	64	76	88	100	112	124	136	148		○	○	○	○	○	○	○	○	○	○	○	○	○	1A	8	18	53	65	77	89	101	113	125	137	149		2A	9	19	54	66	78	90	102	114	126	138	150		1B	9R	20	55	67	79	91	103	115	127	139	151		2B	9A	21	56	68	80	92	104	116	128	140	152		3	9AR	22	57	69	81	93	105	117	129	141	153	TB4 32	4	10	23	58	70	82	94	106	118	130	142	154	○	5	10A	24	59	71	83	95	107	119	131	143	155	○	6	11	25	60	72	84	96	108	120	132	144	156	○	○	○	○	○	○	○	○	○	○	○	○	○	○	B1	11A	26	61	73	85	97	109	121	133	145	157	○	○	○	○	○	○	○	○	○	○	○	○	○	○	B2	B3	27	62	74	86	98	110	122	134	146	158	○	○	○	○	○	○	○	○	○	○	○	○	○	○	P4	P4	P4	P4	P4	P4	P4	P4	P4	P4	P4	P4	P5													P5	<p style="text-align:center;">BCT TERMINAL MARKER STRIPS</p> <table border="1" style="width:100%; border-collapse: collapse; text-align:center;"> <tr> <td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td> </tr> <tr> <td>1-3-5X A</td><td>2-4-6X A</td><td>1X 1X1</td><td>2X 2X1</td><td>3X 3X1</td><td>4X 4X1</td><td>5X 5X1</td><td>6X 6X1</td> </tr> <tr> <td>B</td><td>B</td><td>1X2</td><td>2X2</td><td>3X2</td><td>4X2</td><td>5X2</td><td>6X2</td> </tr> <tr> <td>C</td><td>C</td><td>1X3</td><td>2X3</td><td>3X3</td><td>4X3</td><td>5X3</td><td>6X3</td> </tr> <tr> <td>-</td><td>-</td><td>1X4</td><td>2X4</td><td>3X4</td><td>4X4</td><td>5X4</td><td>6X4</td> </tr> <tr> <td>-</td><td>-</td><td>1X5</td><td>2X5</td><td>3X5</td><td>4X5</td><td>5X5</td><td>6X5</td> </tr> <tr> <td>N</td><td>N</td><td>GND</td><td>GND</td><td>GND</td><td>GND</td><td>GND</td><td>GND</td> </tr> <tr> <td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td><td>○</td> </tr> <tr> <td>P8</td><td>P8</td><td>P8</td><td>P8</td><td>P8</td><td>P8</td><td>P8</td><td>P8</td> </tr> </table> <p style="font-size: small;"> BCT TERMINAL MARKER STRIP NOTES: 1) STRIP MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS 2) STRIP DIMENSIONS AS SHOWN ON FABRICATION DRAWING 1_417_378_P... 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BUSHING DATA
 MATERIAL: PORCELAIN
 STRIKE DISTANCE: 1516 mm / 59.69 in.
 CREEPAGE DISTANCE: 4700 mm / 185 in.
 BIL: 750 kV
 COLOR: GRAY
 HIGH VOLTAGE CONNECTION: ALUMINUM - NEMA 4 - THRU HOLE / TIN PLATED PADS

CUSTOMER: CITY OF TUPELO
 CUSTOMER ORDER No.: 00002650-000
 SUBSTATION: SOUTHWEST TUPELO SUBSTATION
 SERIAL No.: 3797260010001

MATERIAL ID:
 CCDT1-170FK-F1-001

ORDER No.
 379726

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
	BUSHING OUTLINE		W. Holt	A. Leitza	09/26/2022
			DRAWN	CHECKED	DATE

 Grid Solutions One Power Lane Charlotte, PA 15022	DRAWING No.: E379726010	SHT 13 OF 13
		CUSTOMER EQ. No.:



Grid Solutions
a GE and Alstom joint venture

DT1-145 and DT1-170

Dead tank circuit breakers
from 123 kV to 170 kV

Grid Solutions' position as global leader in circuit breaker development comes from the operating experience accumulated from more than 100,000 circuit breakers with spring-spring-operated mechanisms in service worldwide.



CUSTOMER BENEFITS

- SF₆ gas tightness guarantee
- High performance ratings
- Reliability under the most severe conditions
- Flexibility
- Virtually maintenance free
- Easy to install

With Grid Solutions, you are choosing a company that you can trust.

The DT1-145 and the DT1-170 are dead tank circuit breakers suitable for application at 170 kV and below. They are specifically designed and tested for general or definite purpose applications as well as for severe environmental conditions including low temperature, highly active seismic areas and regions with high pollution levels or corrosive atmospheres.

PERFORMANCE

The DT1-145/170 are suitable for application up to nameplate ratings, including definite purpose ratings. Extensive mechanical design testing to 10,000 operations and Class M2 certification ensure trouble-free operation for the lifetime of the circuit breaker.

GAS TIGHTNESS GUARANTEE

Grid Solutions leads the industry in SF₆ gas tightness testing technology including seals, castings and plumbing systems. Each breaker is factory tested using Grid Solutions' proprietary gas tightness testing system which provides measurable, quantifiable test results on the breaker in its fully assembled, as-shipped condition.

QUALITY

Grid Solutions designs, manufactures, tests and delivers its circuit breakers in accordance with the latest IEEE/ANSI and IEC Standards, maintaining a quality assurance system according to ISO-9001 and ISO 14001 certifications. The center of excellence for dead tank circuit breakers is located in Charleroi, PA (USA).

INSTALLATION AND MAINTENANCE

The DT1-145/170 are factory tested and adjusted and do not require any "special tools" for installation. Designed with the smallest symmetrical footprint to allow for minimised foundation costs, they are recognized worldwide as easy-to-install and operate circuit breakers. Thanks to the low energy mechanism and lifetime lubricants, the DT series is virtually maintenance free.

The DT1 series on-site installation requires only a few simple steps. For installations where truck shipment is impossible, all DT series circuit breakers can be readied for standard container shipment with only their bushings disassembled.

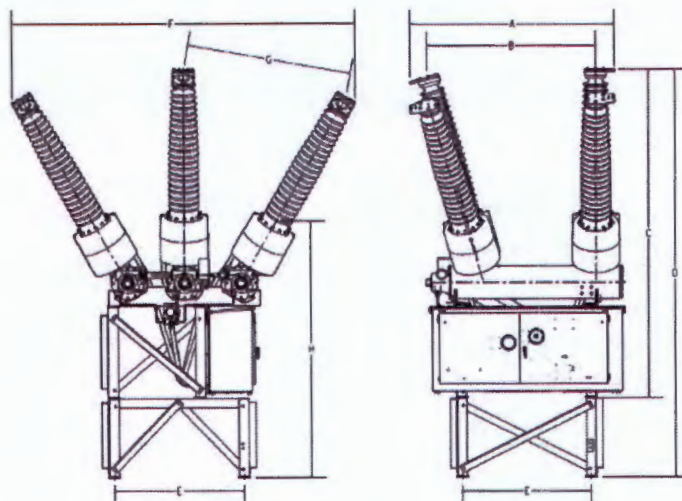


Low energy FK3-1 mechanism

TECHNICAL DATA

	Value	Units
SF ₆ pressure	93/0.64	psig/Mpa
Motor	1,600	watts
Close coil/Trip coil	440/440	watts
Ambient temperature range*	-30 to +40	degree C
High seismic capability in accordance with IEEE 693-2005		
Weight (without current transformers)	4,180/1,900	lb/kg

* Optional values available on request



DIMENSIONS

Rated Maximum Voltage	A (in/mm)	B (in/mm)	C (in/mm)	D (in/mm)	E (in/mm)	F (in/mm)	G (in/mm)	H (in/mm)
145 kv	90/2,284	70/1,779	136/3,459	169/4,289	54/1,372	90/2,284	69/1,747	102/2,600
170 kv	90/2,366	73/1,849	146/3,719	179/4,549	54/1,372	153/3,898	74/1,881	102/2,591

RATINGS

IEEE/ANSI	IEC	Value	Units
Rated maximum voltage	Rated voltage	123/145/170	kV
Rated power frequency	Rated frequency	50/60	Hz
Rated dielectric withstand capability	Rated insulation level		
dry withstand	at power frequency, dry	260/310/365	kV
wet withstand	at power frequency, wet	230/275/315	kV
Rated lightning impulse withstand voltage	at lightning impulse	550/650/750	kV
Rated chopped wave impulse voltage 2 μ s		710/838/968	kV
Rated continuous current	Rated normal current	1,200/2,000/3,000	A
Rated short-circuit current	Rated short-circuit breaking current	40	kA
Rated closing, latching, and short time carrying		104	kA
Rated capacitance switching*			
	Rated single capacitor bank breaking current	400	A
Rated interrupting time		3	cycles
	Rated break time	50	ms
Rated standard operating duty	Rated operating sequence	O-0.3s-CO-15s-CO	

* Ratings available upon request.

** Please contact Grid Solutions for special purpose, high TRV, high X/R or other ratings requirements.

IPO OPTION

The DT1-145 and the DT1-170 are also available in Independent Pole Operation (IPO) configuration with separated spring/spring mechanism for each phase. Paired with a synchronous controller this can be used for point-on-wave switching of shunt capacitor or shunt reactor banks.

For more information please contact
GE Grid Solutions

Worldwide Contact Center

Web: www.GEGridSolutions.com/contact
Phone: +44 (0) 1785 250 070

www.GEGridSolutions.com





680 MAINTENANCE SCHEDULE Dead Tank Circuit Breakers

GE's Grid Solutions offers a comprehensive portfolio of high voltage circuit breakers designed and tested to meet the rigorous demands of the North American power system.

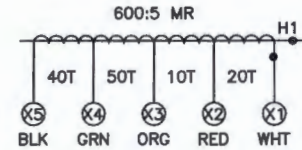
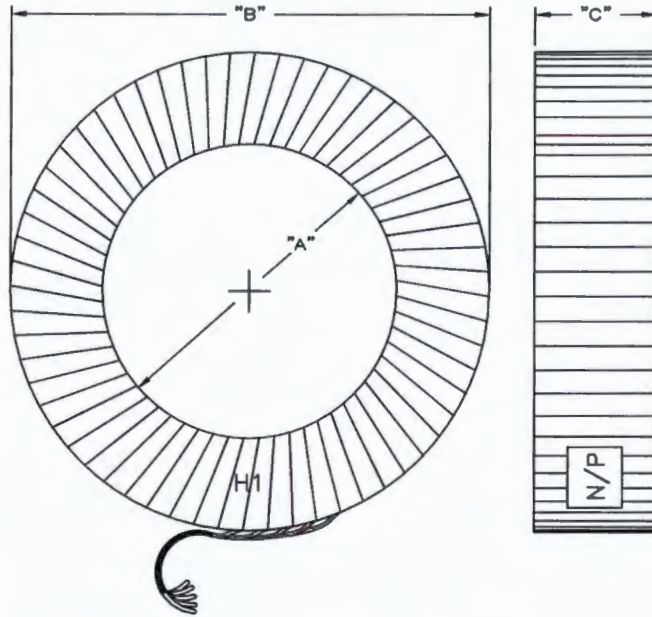
GE's SF₆ dead tank circuit breakers require very little maintenance. The decisive influencing factors that affect the condition of the circuit breaker are the years in service, the number of mechanical operations, the number of load and short-circuit current interruptions and environmental conditions.

Under normal service conditions, the GE's recommended maintenance program for type "DT" dead tank circuit breakers with FK3-x series spring/spring operating mechanisms is as follows:

- MA1: Maintenance every 15 years
- MA2: Maintenance every 30 years
- MA3: Maintenance after 10,000 Mechanical C-O Operations
- MA4: Maintenance after Electrical Wear Limit is reached

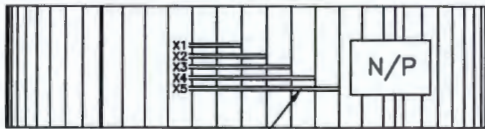
MA1 Maintenance every 15 years				Action
MA2 Maintenance every 30 years				
		MA3 Maintenance after 10,000 cycles		
		MA4 Maintenance after Electrical Wear Limit is reached		
✓	✓	✓	✓	Read and record the operating counter figures.
✓	✓	✓	✓	Check the general visual appearance of switchgear: (corrosion, paint, door gaskets, etc.).
✓	✓	✓	✓	Check SF ₆ pressure on density monitor.
✓	✓	✓	✓	Check the condition of air vents and heater operation.
✓	✓	✓	✓	Verify tightness of all external hardware with a calibrated torque wrench according to TS-00007.
✓	✓	✓	✓	Check the switch points of the SF ₆ density monitor
✓	✓	✓	✓	Check the resistance of the main current path.
✓	✓	✓	✓	Inspect the bushing insulators.
✓	✓	✓	✓	Measure the operating times of poles and auxiliary contacts, at rated voltage and pressure.
✓	✓	✓	✓	Check the SF ₆ gas quality
	✓		✓	Open for inspecting and cleaning as needed
	✓		✓	Replace desiccant (molecular sieve)
	✓			Change gas seals, reapply greases and lubricants.
	✓			Replace cabinet seals.
		✓		Replace or overhaul the operating mechanism
			✓	Check the condition of the interrupter unit.

* Increasing the inspection and maintenance frequency of circuit breakers in service is recommended under extreme service conditions and/or special applications,



NOTES:


1. INSULATION CLASS: 600 V, 10kV BIL
2. FREQUENCY 60 Hz.
3. SECONDARY LEADS ARE, AWG #10 THHN, COLOR CODED, 7 METERS (23 FT) LONG WITH TOTAL RESISTANCE OF 0.057 OHMS @75°C. LEADS ARE TAPED TOGETHER EVERY 914 MM (36") WITH BLACK ELECTRICAL TAPE
4. TEMPERATURE CLASS B: 130°C
5. TAPE WRAP CONSTRUCTION - 28 MM (1.12") WIDE MYLAR-INDOOR RATED
6. PHYSICAL SIZE TOLERANCE: ±6 MM (.25")
7. CORE COVERED WITH STANDARD ITI CORE JACKET BEFORE WINDING
8. POLYESTER NAMEPLATE LOCATED IN CLOSE PROXIMITY TO LEAD TERMINATIONS



FOR MULTI-RATIO CT's ONLY.

P/N	RATIO	ACCURACY @ HIGHEST RATIO		THERMAL RF @ 80°C	THERMAL RATING KA, 1-SEC @ FULL CURRENT	THERMAL RATING KA, 3-SEC @ FULL CURRENT	WINDING RESISTANCE @ 75°C	WINDING RESISTANCE WITH LEADS @ 75°C	OHMS/TURN @ 75°C	DIM. "A" MM (INCHES)	DIM. "B" MM (INCHES)	DIM. "C" MM (INCHES)	APPROX. WT KG (LBS)
		METERING	RELAYING										
CC417048-10004G	600:5MR	-	C400	4.0	113	65	0.156 Ω	0.214 Ω	0.0013 Ω	268 (10.5)	457 (18.0)	118 (4.63)	68 (150)

GE Proprietary - Class I, Public Use
Uncontrolled when printed or transmitted electronically

 1907 Calumet St., Clearwater, FL 33765

REV.	MATERIAL	TOLERANCE	DRAWN	DATE	TITLE	OUTLINE - MYLAR WRAPPED BCT, DRY TYPE	DWG. NO.	0121B50520	ISSUE
		NOTED	JSW	9/8/16					
	SCALE NTS	SHT 1 OF 2	CHECK	DATE					



1907 Calumet St.
Clearwater, FL 33765

Typical Characteristic Curves

Part Number: CC417048-10004G

Date: 9/16/2016

Entered By: JW

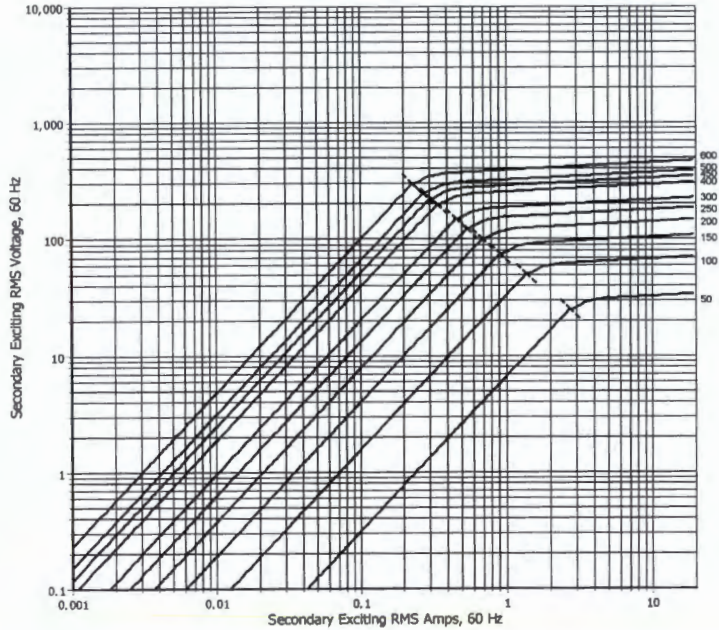
Checked By: AB

Dwg. Number: 0121B50520 P2 OF 2

Revision: SEE PAGE 1

Accuracy Class: C400

TYPICAL SECONDARY EXCITATION CURVE(S)



This test report is in accordance with IEEE C57.13 2008

ABOVE THIS LINE THE VOLTAGE FOR A GIVEN EXCITING CURRENT FOR ANY UNIT WILL NOT BE LESS THAN 95% OF THE CURVE VALUE

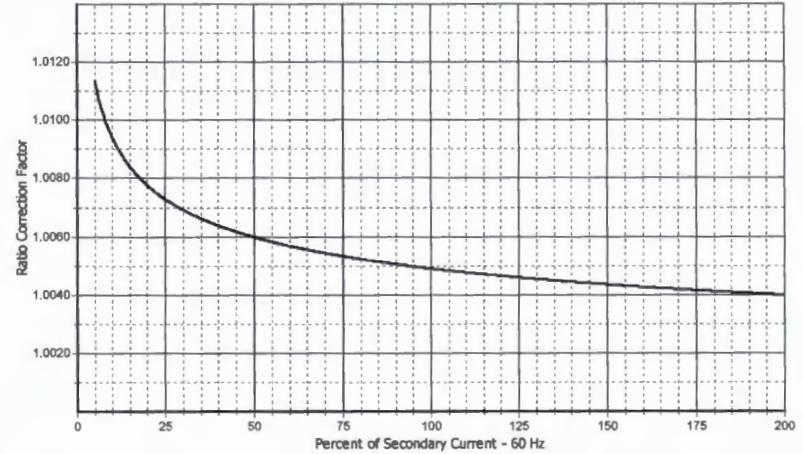


BELOW THIS LINE THE EXCITING CURRENT FOR A GIVEN VOLTAGE FOR ANY UNIT WILL NOT EXCEED THE CURVE VALUE BY MORE THAN 25%

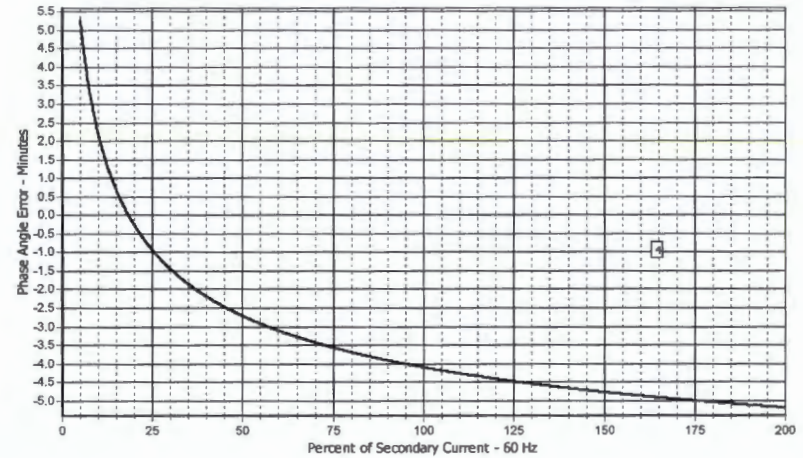
Current Ratio	Turns Ratio	Sec Res. *
600:5	120:1	0.214
500:5	100:1	0.187
450:5	90:1	0.174
400:5	80:1	0.161
300:5	60:1	0.135
250:5	50:1	0.122
200:5	40:1	0.109
150:5	30:1	0.096
100:5	20:1	0.083
50:5	10:1	0.070

* OHMS AT 75 ° C

TYPICAL PHASE ANGLE CURVES



TYPICAL RATIO CORRECTION FACTOR CURVES



GE Proprietary - Class I, Public Use



Line Card High Voltage Circuit Breakers

Grid Solutions offers a comprehensive portfolio of high voltage circuit breakers designed and tested to meet the rigorous demands of the North American power system

Product		Ratings	Features
DT1-38FK-40-F1		<ul style="list-style-type: none"> • Up to 38kV • 1200A to 3000A • 40kA, 3 cycles 	<ul style="list-style-type: none"> • FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F1		<ul style="list-style-type: none"> • 72.5kV • 1200A to 3000A • 40kA, 3 cycles 	<ul style="list-style-type: none"> • FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F3		<ul style="list-style-type: none"> • 72.5kV • 1200A to 3000A • 40kA, 3 cycles 	<ul style="list-style-type: none"> • FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-145FK-40-F1 DT1-170FK-40-F1		<ul style="list-style-type: none"> • 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles 	<ul style="list-style-type: none"> • FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-145FK-40-F3 DT1-170FK-40-F3		<ul style="list-style-type: none"> • 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles 	<ul style="list-style-type: none"> • FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-72.5-63-F1 DT1-145-63-F1		<ul style="list-style-type: none"> • 72.5kV, 123kV, 145kV • 1200A to 4000A • 63kA, 3 cycles 	<ul style="list-style-type: none"> • FK3-4 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-245P-40-F1		<ul style="list-style-type: none"> • 245kV • 1200A to 4000A • 40kA, 3 cycles 	<ul style="list-style-type: none"> • FK3-4 SPRING/SPRING mechanism • Gang Operated • Optional 2 cycle performance
DT1-245P-40-F3		<ul style="list-style-type: none"> • 245kV • 1200A to 4000A • 40kA, 3 cycles 	<ul style="list-style-type: none"> • FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-245P-63-F1		<ul style="list-style-type: none"> • 245kV • 1200A to 5000A • 63kA, 2 cycles 	<ul style="list-style-type: none"> • FK3-6 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-245P-63-F3		<ul style="list-style-type: none"> • 245kV • 1200A to 5000A • 63kA, 2 cycles 	<ul style="list-style-type: none"> • FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • NO CAPACITORS



Product		Ratings	Features
MOV for Shunt Reactor Switching		<ul style="list-style-type: none"> • 38kV to 800kV • Dead Tank, Live Tank, Circuit Switcher • Varistors sized based on user specifications. 	<ul style="list-style-type: none"> • Varistors across HV Terminals extend circuit breaker life • External mounting for increased reliability and ease of maintenance
DT1-362-63-F3 DT1-362R-63-F3		<ul style="list-style-type: none"> • 362kV • 1200A to 5000A • 63kA, 2 cycles 	<ul style="list-style-type: none"> • FK3-6 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR)
DT2-550-63-H3 DT2-550-63-F3 DT2-550R-63-H3 DT2-550R-63-F3		<ul style="list-style-type: none"> • 550kV • 1200A to 5000A • 63kA, 2 cycles 	<ul style="list-style-type: none"> • Hydraulic Mechanisms • Independent Pole Operation (IPO) • Optional Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR) • Optional SPRING/SPRING Mechanisms
GL3 Series Live Tank		<ul style="list-style-type: none"> • 72.5kV to 800kV • 1200A to 4000A • Up to 63kA, 3 cycles 	<ul style="list-style-type: none"> • FK3-x SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Or Gang Operated (voltage dependent)
Live Tank GL309 GL312 GL313 GL314		<ul style="list-style-type: none"> • 72.5kV to 245kV • 1200A to 3000A • Up to 40kA, 3 cycles 	<ul style="list-style-type: none"> • Circuit Switcher applications • FK SPRING/SPRING operated mechanism • Circuit Breaker performance in a Circuit Switcher footprint
GL314BPS High Speed Bypass Switch		<ul style="list-style-type: none"> • Up to 800kV system • Up to 170kV across gap • Making Current 120kAp • Insertion Current 5000A • Insertion Voltage 300kVp 	<ul style="list-style-type: none"> • Series Capacitor Bypass Protection • FK3-2 SPRING/SPRING mechanisms • Independent Pole Operation
HYpact		<ul style="list-style-type: none"> • 72.5 kV to 170kV • 2500A • 40kA, 3 cycles • Hybrid compact switchgear assembly 	<ul style="list-style-type: none"> • FK3-1 SPRING/SPRING mechanism • Gang Operated • Endless configurations –breakers, disconnect switches, CTs, VTs, cable connections.
CBWatch3		<ul style="list-style-type: none"> • Circuit Breaker Monitoring • IEC 61850 8.1 (DNP3 option) 	<ul style="list-style-type: none"> • Permanent real-time monitoring of CB operational parameters • SF6 emissions trending
		<ul style="list-style-type: none"> • Ratings are product and customer specific. 	<ul style="list-style-type: none"> • SF₆ Free • Global Warming Potential 98% lower than SF₆ gas
Synchronous Control (Point on Wave Switching)		<ul style="list-style-type: none"> • Cabinet mounted or Rack Mounted 	<ul style="list-style-type: none"> • Point-on-wave (POW) trip/close • Capacitors, reactors, transformers • Residual Flux compensation available

* Special ratings and applications available on request. Contact your GE representative for more information.

Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions)

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Remittance advice notifying of payment is to be sent to Remit.Renewable.Energy@ge.com. Invoicing and payment shall be in accordance with the Contract. If not otherwise agreed in the Contract, Seller shall issue invoices upon shipment of Products and as Services are performed, or if the Contract Price is U.S. Two Hundred Fifty Thousand Dollars (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is re-

ceived before the earliest scheduled Product shipment and Services are invoiced as performed ("the Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the price is set by the Contract in a currency other than U.S. dollars, references to U.S. dollars in this Section 2.1 shall mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the Contract execution period the Seller shall be entitled to get compensated as per the Contract price escalation mechanism specified in the Seller's offer. In case the Contract does not comprise a price escalation mechanism and if a Party can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an event as per Clause 10 (which will include evolution of any event preexisting at the time of signature of the Contract), the Parties are bound, within a reasonable time of written notice by one Party to the other, to negotiate alternative contractual terms or a mitigation plan which reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was pre-existing at the signature of the Contract between the Parties. The Party serving notice under this Clause shall provide the other Party with as much commercially available details of the event or events affecting that Party's contractual obligations, the affected obligations themselves and how and to which extent these events are (and will be) affecting the performance of the Contract. The Parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable antitrust laws and regulations. Where an agreement is reached, the Parties shall start implementing the agreed measures immediately, pending the signature of the relevant amendment to the Contract. In the event the Parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within fifteen (15) days of the written notice, and in the absence of any other agreement, the Party serving notice under this Clause will be entitled to either suspend its performance of the affected portion of the Contract, or to terminate the Contract, without any liability to the other party. If the Contract is suspended for a period greater than 60 consecutive days by that Party, either Party may terminate the Contract by sending written notice of termination to the other Party. In case of termination of the Contract hereunder, the Parties shall settle their accounts accordingly as if the Contract had been terminated through no fault of the Parties, without prejudice to any Party's right to apply the provisions of Clause 16.2 hereof. To support the prevention of fraud, in the event the Buyer is required to make a payment to a bank account that is not the one expressly agreed in the Contract, the Buyer shall before proceeding with payment request confirmation to the Seller that the bank account identified in the invoice or request for payment is valid. Verification must be anticipated not to lead to any delay in making payment.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened prior to commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days prior to commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2020). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2020). Notwithstanding anything to the contrary, for any importation, Buyer shall be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus

up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. In case Buyer and Seller agree on different transportation arrangement with cost of freight and delivery to destination included in the Contract Price, Seller will not be responsible for any increase in transportation costs occurring after the Contract signature unless if caused by Seller's sole negligence, and Seller will be entitled to invoice the Buyer the additional transportation costs it has actually incurred, subject to reasonable justification of such additional costs. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer or end user when ready due to any cause attributable to Buyer, its other contractors or the end user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) Seller will be entitled to invoice the Buyer the costs of transportation to the storage facilities plus a lumpsum amount of 0.5% of the Contract Price per full week (or prorata thereof) of storage with a minimum of USD 1000 (one thousand United States Dollars). Invoices shall be on a weekly basis starting the beginning of third week of storage until the shipment of the Products can be made ; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review and issue its response (either approval or disapproval with reasons for disapproval detailed) within 10 days of Seller's submittal. If Buyer fails to provide a response within 10 days, the submittal shall be deemed approved.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors, if required), use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modifi-

cation or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Notwithstanding the provisions of section 4.2, Seller grants only a non-exclusive license, and does not pass title, to any Firmware and other software provided by Seller under this Contract, drawings and other documentation delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller.

7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.3 Section 7.2 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such

combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.4 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.5 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.6 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, pandemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

Buyer recognizes that in case of epidemics or pandemics (or evolution of existing epidemics or pandemics), the precautionary, mitigation or corrective measures implemented by the Seller in the frame of the Contract are implemented in the best interest of the Buyer and the Contract performance, and the Buyer and Seller both agree that the additional costs reasonably incurred by Seller in implementing such measures shall be compensated by the Buyer to the Seller.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than ninety (90) days or such other period agreed upon in writing. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, provided that Buyer's payments shall include the cancellation charge for uncompleted Products if the excusable event(s) leading to the termination included an act or omission of the Buyer or Buyer's contractors or suppliers but Buyer shall not be required to pay the cancellation charge if the excusable event(s) leading to termination did not include any act or omission of the Buyer or Buyer's contractors or suppliers.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws and Regulations

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the purchase, application, operation, use and disposal of the Products and Services, including without limitation those regarding anticorruption/antibribery, fair competition (antitrust), and environment, health and safety (EHS). Buyer acknowledges it had access, reviewed, and fully understands GE's Integrity Policies. Seller shall at all times comply with the GE Integrity Policies. The GE Integrity Policies can be accessed electronically at https://www.ge.com/sites/default/files/S&L_Booklet_English_0.pdf

12.2 Seller's obligations are conditioned upon Buyer's compliance with all US, EU, UK and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software, or other information or assistance or Product furnished by the Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The Buyer hereby certifies that the equipment, materials, services, technology, technical data, software, or other information or assistance or product furnished by the Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons. The Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on behalf of the Buyer (including without limitation the issuance of any payment securities such as a letter of credit) is not subject to any export regulation prohibiting to do business with such bank, financial institution or entity. Should the Buyer fail to comply with any of the obligations as specified above, the Seller may, without prejudice to the exercise of any other rights or remedies which may be available to it, terminate the Contract by giving the Buyer notice in writing to that effect. In the event of a change in applicable trade control laws and regulations, including but not limited to the laws of the US, EU and UK and changes in the interpretation thereof, or in the event an authorization pursuant to said laws is either denied, revoked, withdrawn or cancelled at any time, preventing the Seller from executing its obligations without breaching such applicable trade control laws and regulations or makes Seller's execution of its obligations unreasonably burdensome or unbalanced, Seller shall have the right without incurring liability to the Buyer to (i) withdraw its proposal, or either (ii) suspend its performance of the Contract or terminate the Contract. If the suspension lasts more than four (4) months, any of the Parties shall have the right to terminate the Contract by giving the other Party notice in writing to that effect.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US \$10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England and Wales if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 In the event of any dispute arising out of or in connection with this Contract, including any question regarding its existence or validity, the parties agree to submit the matter to mediation under the ICC mediation Rules, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time.

If the dispute has not been settled pursuant to the ICC Mediation Rules within thirty (30) days following the filing of a request for Mediation or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. In case the arbitral tribunal is constituted of more than one arbitrator, the party-appointed arbitrators shall, for a period of two (2) weeks following the date on which their appointments have both been confirmed, attempt to reach agreement on the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis.

If the two arbitrators are unable to agree upon the third, upon request of either Buyer or Seller, the President of the ICC shall appoint the third.

The seat, or legal place, of the mediation and arbitration shall be Geneva, Switzerland.

The language to be used in the mediation and in the arbitration shall be the English language.

The parties' written submissions shall, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work. Travel and living expenses of Buyer personnel to witness such tests shall be borne by Buyer. Unless otherwise agreed, failure by the Buyer or its representative to attend the factory tests on the scheduled date shall entitle the Seller to proceed with such factory tests alone and the Seller shall promptly share the results of such tests with the Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by the Buyer for any reason (including as a consequence of any pandemic) and the Buyer cannot delegate any third party to represent it, or to perform the tests in its name and on its behalf, the Seller may propose to the Buyer alternate measures in order to avoid delaying the testing, including but not limited to the use of electronic messaging services such as Skype, Teams or equivalent, recording devices such as cameras, and a distribution of results via electronic storage media such as DVD or streamed videos. The Buyer and the Seller shall make their best efforts to agree on such measures with a view not to delay the testing of the Products. If despite reasonable alternate measures proposed by the Seller, the Buyer instructs the Seller to suspend or postpone the performance of the tests, the Seller shall, notwithstanding anything to the contrary in the Contract, be entitled to a reasonable exten-

sion of the time for completion and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of the affected tests.

18. Firmware, Software, Leased Equipment, Remote Diagnostic Services, PCB Services

Seller grants Buyer a non-exclusive license to use Firmware solely in connection with use of the Product for which the Firmware is provided by Seller. Buyer shall not sublicense, assign, or otherwise transfer the license to use the Firmware to any third party, except with that specific Product and to the extent such transfer is not otherwise restricted by the Contract. If Seller provides any software to Buyer other than Firmware, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form EM 104" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools such as DocuSign, or any other agreed upon certified means.

20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Unless otherwise specifically stated by Seller

in this Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: April 12, 2023

SUBJECT: IN THE MATTER OF AWARD OF BID # 2023-005WL – CONTROL HOUSE AND ASSOCIATED RELAY EQUIPMENT **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, April 18, 2023:

Bid No. 2023-005WL – Control House and Associated Relay Equipment to the lowest qualified bid submitted by KVA, Inc. in the amount of \$386,713.00 as recommended by Allen & Hoshall Engineers.

Minute Entry Sign Up Sheet

Date: 3/29/2023

Time: 10:00 AM

001WL;
002WL;004
WL;005WL;
006WL

Bid #

Department: TW&L

BID# 2023-001WL; 2023-002WL; 2023-004WL; 2023-005WL;2023-006WL

Project:

N. Green Substation

Attendance

Company

Ben Logan

City of Tupelo

Casey Turner

Howard Agency

JASON SIMON

HV SALES

Jesse Hall

Virginia Transformer

Gunnifer Shempel

COT

Norman Cause

TWL



Allen & Hoshall

March 31, 2023

Mr. Johnny Timmons, General Manager
Tupelo Water and Light Department
320 North Front Street
Tupelo, MS 38802

RE: 2023-005WL
Control House and Associated Relay Equipment
North Green Street Substation

Dear Mr. Timmons:

We have evaluated the bids on the above-referenced project. A copy of the Bid Tabulation is enclosed. After careful consideration and evaluation, we recommend you accept the following bid:

ITEM 1	\$386,713.00	Control House and Associated Relay Equipment manufactured by KVA, Inc. per Proposal #12077, dated March 29, 2023.
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The Purchase Order should state: "ITEM 1: North Green Street Substation, Control House and Associated Relay Equipment per Proposal #12077, dated March 29, 2023 with delivery 38-40 weeks ARO."

Purchase Order should be sent to:

KVA, Inc.
Attn: Gresham Barker
1700 Victor Hill Rd.
Duncan, SC 29334

gbarker@kva-emc.com
864-801-4430

Attached is the Bid Tabulation and the KVA Bid Proposal for your use.

If there are any questions or you need additional information, please contact me at 901.261.4639.

Sincerely,

Allen & Hoshall

Russell Scott Burleson, P.E.
Sr. Vice President

BID TABULATION

CONTROL HOUSE

FOR

**NORTH GREEN STREET SUBSTATION
TUPELO WATER & LIGHT**

BID OPENING: MARCH 29, 2023 - 10:00 am

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Delivery</u>
Birmingham Control Systems	<u>\$449,995^{1,2}</u>	<u>28-32 weeks</u>
Electrical Power Products	<u>\$451,002</u>	<u>MARCH 2024</u>
Keystone Electric Manuf. Co.	<u>\$461,002.58</u>	<u>38-40 weeks</u>
	No bid received per Scott Burleson w/Allen & Hoshall.	
KVA, Inc.	<u>\$386,713⁴</u>	<u>MARCH 2024</u>
VFP, Inc./SEL	<u>\$437,755^{1,2,3}</u>	<u>MARCH 2024</u>

Notes:

1. Exception to Liquidated Damages
2. Wiring diagrams not included
3. Not offering onsite testing or certifications
4. Liquidated Damages shall be \$100.00 per day, limited to 5% of Contract Price

Engineer's recommended acceptance in **bold**.

DOCUMENT 00301
PROPOSAL

Date: 3/24/2023

To: Tupelo Water and Light
320 North Front Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to Tupelo Water and Light, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated January, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Concrete Control House Associated Relay Equipment	\$ <u>386,713.00</u>

DELIVERY:

Delivery Site: North Green Street Substation

Delivery Date: March 2024

An alternate Delivery Date of March 2024 OR 38-40wks Aro is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ N/A is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be

unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be ~~\$300~~ per day. *100.00 a day*

Limited to 5% of Contract price

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
<u>N/A</u>	<u></u>
<u></u>	<u></u>

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section
Associated with EXCEPTION

Description of Exception

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: KVA Inc

BY: Gresham Barker

TITLE: Director of Operations

MAILING ADDRESS: 1700 Victor Hill Rd
Duncan SC 29334

DATE: 3/24/2023

TELEPHONE: 864-252-6677

STREET ADDRESS: Same As Above

FAX: _____

EMAIL: Gbarker@KVA-CMC.com

PRINCIPAL CONTACT: Gresham Barker

TELEPHONE: 864-801-4430

EMAIL: Gbarker@KVA-CMC.com

ALTERNATE CONTACT: Donna Teixeira

TELEPHONE: 864-801-4430

EMAIL: dtexeira@KVA-CMC.com

END OF DOCUMENT



PROPOSAL
Tupelo Water & Light
North Green Street Substation
Control Enclosure, 4 Relay panels and equipment

Prepared for Allen & Hoshall
March 29th, 2023
KVA Quote # 12077



KVA Inc.
864.801.4430
info@kva-emc.com
www.kva-emc.com



Scope of Work: To provide Control enclosure, (4) Relay Control Panels and equipment fabricated, assembled, wired, tested, and delivered.

1) North Green Street Substation

TOTAL PRICE.....\$386,713.00

- A) Delivery will be March 2024 or 38-40 weeks after the receipt of a Purchase order and approved final engineering drawings and information. Due to current supply chain lead times, the above-mentioned delivery may be delayed.

*****Due to market-wide material supply chain challenges, KVA, Inc. submits this proposal valid for 30 days. If purchase order(s) are received after 30-days from dated proposal, KVA, Inc. reserves the right to issue updated quote(s) prior to acceptance of purchase order(s), which are consistent with market pricing and delivery timeframes at time of receipt. *****

Clarifications: On-Site Services

- KVA will attach the control building to the customer furnished foundation.
- KVA will reinstall all provided items that were removed for shipment.
- KVA will make interconnections and final wiring terminations.
- Crane Offloading is included and is based on free and clear access to the jobsite.

Bill of Material for Panel #1:

Item	Component	STYLE #	Manufacturer	Quantity
	Relay Panel 90" high, 30" wide and 24" deep with 19" rack mount plates	90" high, 30"	KVA	1
	Ground Bar	Ground Bar	KVA	1
3	Terminal Blocks, General Electric Type EB-25, 600V, 30 Amp, 12 point, Washer head screws, White marking strips	EB25B12	GE	14
4	Fuse Blocks, Porcelain base, 2-pole, 250 VDC, 30 Amp, Fuse sizes as specified on drawings, Suitable for rear panel mounting.	HM250302SR	BUSSMAN	4
		NON-10 & 30amps	BUSSMAN	8
5	Knife Switch, Porcelain base, 2-pole, 250 VDC, 30 Amp, Suitable for rear panel mounting.	D-8421P2GE	FILNOR	1
6	Nameplates	1.5 x 6	KVA	1
	Nameplates	1 x 3	KVA	8
	Nameplates	1.25 x 5.75	KVA	9
7	SEL-C605A Serial Cable for SEL-3390 S8 (RS-232, DTE-DTE, RJ-45 M/DB9 M, IRIG-B, Hardware Flow Control)	C605A-020	SEL	4



8	SEL-C605A Serial Cable for SEL-3390 S8 (RS-232, DTE-DTE, RJ-45 M/DB9 M, IRIG-B, Hardware Flow Control)	C605A-010	SEL	2
9	SEL-C605A Serial Cable for SEL-3390 S8 (RS-232, DTE-DTE, RJ-45 M/DB9 M, IRIG-B, Hardware Flow Control)	C605A-03	SEL	1
16	Bound instruction manuals with drawings (1 for Engineer and 3)	MANUALS	KVA	1
18	Test Blocks, General Electric Type PK-2, 4-pole, With cover, auxiliary contacts, jumpers, screws, and bushings, Semi-flush mounting on 1/8" panel.	6422120G3	GE	4
21	SEL-351S, Distribution Protection System, Standard Firmware plus Power Elements, Voltage Sag/Swell/Interruption, Horizontal Rack Mount, Standard User Interface including USB plus Indoor SafeLock Trip/Close Pushbuttons and Configurable Labels, 125/250 VDC or 120/230 VAC Power Supply, (1)10/100Base-T, (1) 100Base-FX mmLC and (1) Fiber-Optic MM ST Serial Port Communications Interface, 5 Amp Phase and Neutral Secondary Current Input, 125 VDC Control Input Voltage, Additional 12 Standard Outputs and 8 Inputs, Standard Communications Protocols plus IEC 61850 Key: 7128	0351S7XHD4H5422	SEL	4
25	ABB FT-19 Test switches. 2RU height, fill clear cover	FR2H001001001C	ABB	3

Bill of Material for Panel #2:

Item	Component	STYLE #	Manufacturer	Quantity
	Relay Panel 90" high, 30" wide and 24" deep with 19" rack mount plates	90" high, 30"	KVA	1
	Ground Bar	Ground Bar	KVA	1
1	Breaker control switch, Type CSR, Series 24, 125 VDC, Trip-Close targets, Manually & Electrically operated, 1 sec. time delay, seal-in relay, circuit 57 with black pistol grip handle.	8857DB	ELECTROSWITCH	2



2	GE auxiliary relay, standard pickup, semi-flush mounted, back connected with studs and glass cover, 125 Vdc, 2 NO & 2 NC contacts	12HGA11A52F	GE	1
3	Terminal Blocks, General Electric Type EB-25, 600V, 30 Amp, 12 point, Washer head screws, White marking strips	EB25B12	GE	14
4	Fuse Blocks, Porcelain base, 2-pole, 250 VDC, 30 Amp, Fuse sizes as specified on drawings, Suitable for rear panel mounting.	HM250302SR	BUSSMAN	4
	NON-10 & 30amps	NON-10 & 30amps	BUSSMAN	8
5	Knife Switch, Porcelain base, 2-pole, 250 VDC, 30 Amp, Suitable for rear panel mounting.	D-8421P2GE	FILNOR	1
6	Nameplates	1.5 x 6	KVA	1
	Nameplates	1 x 3	KVA	22
	Nameplates	1.25 x 5.75	KVA	7
11	Electroswitch Lock-out relay (LOR/ER)	7825DD	ELECTROSWITCH	1
12	States switch, type SMH, 7-pole, back connection, semi-flush mount, pole arrangement 42, 42, 42, 42, 42, 42, 42 all handles shall be black.	G-407-A	STATES	1
13	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Blue transparent color cap.	0116B6708G43W73B4	GE	1
14	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Red transparent color cap.	0116B6708G43W73R4	GE	2
15	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Green transparent color cap.	0116B6708G43W73G4	GE	2
16	Bound instruction manuals with drawings (1 for Engineer and 3	MANUALS	KVA	1
17	Test Blocks, General Electric Type PK-2, 6 pole, with cover, auxiliary contacts, jumpers, screws, and bushings. Semi-flush mounting on 1/8" panel.	6422120G4	GE	4
18	Test Blocks, General Electric Type PK-2, 4-pole, With cover, auxiliary contacts, jumpers, screws, and bushings, Semi-flush mounting on 1/8" panel.	6422120G3	GE	7



19	Tripping Diode, E-MAX Type TDA, 300 volt, 12 Amp average, 75 Amp peak repetitive, 300 Amp peak non-repetitive forward current	910A001	EMAX	1
20	SEL-351S, Distribution Protection System, Standard Firmware plus Power Elements, Voltage Sag/Swell/Interruption, Horizontal Rack Mount, Standard User Interface plus Configurable Labels and USB, 125/250 VDC or 120/230 VAC Power Supply, (1)10/100Base-T, (1) 100Base-FX mmLC and (1) Fiber-Optic MM ST Serial Port Communications Interface, 5 Amp Phase and Neutral Secondary Current Input, 125 VDC Control Input Voltage, Additional 12 Standard Outputs and 8 Inputs, Standard Communications Protocols plus IEC 61850 Key: 7110	0351S7XHB4H5422	SEL	1
22	SEL-387E, Transformer Differential Relay, Standard Firmware, Additional 12 Standard Outputs and 8 Inputs, 48/125 VDC or 125 VAC Power Supply, 300 VAC Max Secondary Input Voltage, 5 Amp Secondary Input Current, Horizontal Rack Mount, 125 VDC Control Input Voltage, Standard Communications Protocol plus DNP3 and Two 100BASE-FX Ethernet Ports and IEC6150 Key: 7303	0387E013X5H2X45	SEL	1
25	ABB FT-19 Test switches. 2RU height, fill clear cover	FR2H001001001C	ABB	2

Bill of Material for Panel #3:

Item	Component	STYLE #	Manufacturer	Quantity
	Relay Panel 90" high, 30" wide and 24" deep with 19" rack mount plates	90" high, 30"	KVA	1
	Ground Bar	Ground Bar	KVA	1
1	Breaker control switch, Type CSR, Series 24, 125 VDC, Trip-Close targets, Manually & Electrically operated, 1 sec. time delay, seal-in relay, circuit 57 with black pistol grip handle.	8857DB	ELECTROSWITCH	1



2	GE auxiliary relay, standard pickup, semi-flush mounted, back connected with studs and glass cover, 125 Vdc, 2 NO & 2 NC contacts	12HGA11A52F	GE	1
3	Terminal Blocks, General Electric Type EB-25, 600V, 30 Amp, 12 point, Washer head screws, White marking strips	EB25B12	GE	14
4	Fuse Blocks, Porcelain base, 2-pole, 250 VDC, 30 Amp, Fuse sizes as specified on drawings, Suitable for rear panel mounting.	HM250302SR	BUSSMAN	4
	NON-10 & 30amps	NON-10 & 30amps	BUSSMAN	8
5	Knife Switch, Porcelain base, 2-pole, 250 VDC, 30 Amp, Suitable for rear panel mounting.	D-8421P2GE	FILNOR	1
6	Nameplates	1.5 x 6	KVA	1
	Nameplates	1 x 3	KVA	12
	Nameplates	1.25 x 5.75	KVA	1
10	SEL-2730M Managed 24-Port Ethernet Switch, Rack Mount, 125/250 Vdc or Vac, Euro-style Connector, Ports 9-24 16 100BASE-FX Multimode	2730M#0201	SEL	1
11	Electroswitch Lock-out relay (LOR/ER)	7825DD	ELECTROSWITCH	1
12	States switch, type SMH, 7-pole, back connection, semi-flush mount, pole arrangement 42, 42, 42, 42, 42, 42, 42 all handles shall be black.	G-407-A	STATES	1
13	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Blue transparent color cap.	0116B6708G43W73B4	GE	1
14	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Red transparent color cap.	0116B6708G43W73R4	GE	1
15	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Green transparent color cap.	0116B6708G43W73G4	GE	1
16	Bound instruction manuals with drawings (1 for Engineer and 3	MANUALS	KVA	1
17	Test Blocks, General Electric Type PK-2, 6 pole, with cover, auxiliary contacts, jumpers, screws, and bushings. Semi-flush mounting on 1/8" panel.	6422120G4	GE	1



19	Tripping Diode, E-MAX Type TDA, 300 volt, 12 Amp average, 75 Amp peak repetitive, 300 Amp peak non-repetitive forward current	910A001	EMAX	1
23	SEL-2523, Annunciator Panel with Communications, Standard Firmware, 125/250 VDC Power Supply, 5U Horizontal Rack Mount, (2) EIA-232 Rear Ports, (1) EIA-232 Front Port, Standard Communications Protocols plus DNP3, No Auxiliary Card, 125 VDC or VAC Control Input Voltage. Key: 7803	252301H230XA0XX	SEL	1
24	SEL-3555, RTAC. 3U Horizontal Rack Mount. SEL-9331 160W HV Power Supply, Euro Terminal Block. Intel Xeon E3-1505M Quad Core 2.8GHz, 8GB DDR4 2133 MHz ECC, SLC 256GB Industrial Grade SSD. PCI Slot 2 - SEL3390S8 PCIe Serial Card, PCI Slot 3 - SEL3390S8 PCIe Serial Card, PCI Slot 4 - SEL3390S8 PCIe Serial Card, PCI Slot 5 - SEL3390S8 PCIe Serial Card. Web Human Machine Interface, IEC 61850 MMS Client and File Services, IEC 61850 MMS Server and File Services.	3555#VJ9W	SEL	1

Bill of Material for Panel #4:

Item	Component	STYLE #	Manufacturer	Quantity
	Relay Panel 90" high, 30" wide and 24" deep with 19" rack mount plates	90" high, 30"	KVA	1
	Ground Bar		KVA	1

Bill of Materials for a Modular Connections Concrete Control House:

The **Concrete Building** proposed will be Modular Connections' standard construction featuring solid concrete design with 4" walls and steel rebar reinforced high strength concrete. The standard exterior finish is Modular Connections' exposed aggregate.

Modular Connections' Concrete Building has been designed to be, **Bulletproof** to 30.06 Rifle from 15 feet per UL-752, provide **2-Hour Fire Rating** per IBC, and be Virtually **Waterproof and Maintenance Free** with Internal Seals.

The Building you requested will be equipped as follows:



- 1) **11'8" WOD x 18' LOD x 11'1" HOD Concrete Control Building**
10'7" WID x 16'11" LID x 9'9" HID
****** Manufactured in a N.P.C.A. Certified Factory ******
 Estimated Weight: 62,000 lbs. Equipped
 Exterior Finish – Exposed Aggregate Greystone Gray
 Four (4) Cast-in Lift Shackles
 Internal (Non-Exposed) Structural Seals
 1/4" per Foot Roof Slope in All Four Directions with Rubber Membrane Secondary Roof Seal and 2" Roof Overhang on all Four Sides
 150 MPH Wind Load
 200 PSF Floor Load Uniformly Distributed
 60 PSF Roof Load Uniformly Distributed
 Seismic Rated – Category D
- 2) **Interior Finish**
 3/4" Thick White HDPE Coated Plywood Paneling Walls and Ceiling
 Trowel Finished Urethane Painted Gray Concrete Floor with Rubber Cove Molding
 3' x 3' Telco Mounting Backboard with 4 Position Grounding Lug Terminal Block
- 3) **Insulation**
 R-11 Floor
 R-13 Walls
 R-21 Ceiling
- 4) **Doors & Accessories**
 Two (2) 3' x 8' Exterior 11 Gauge Exterior / 16 Gauge Interior Galvanized and Painted Steel Doors with Cast-in 16 Gauge Galvanized and Painted Steel Door Frames each with,
 NRP Non-Corrosive Hinges
 Lever Rim Panic Bar Lockset with Interchangeable Core
 Padlocking Hasp
 Aluminum Threshold and Door Sweep
 Weather-stripping
 Hydraulic Door Closer with Hold Open Feature
 Door Stop with Hold Open Latch
 56" x 24" Fiberglass Awning
 24" x 30" Fixed Wire Reinforced Door Window Kit
 24" x 24" Intake Louver with Filter, Screen, and Damper
- 5) **Windows**
 Two (2) 24" x 36" Single Hung Thermopane Tinted Glass with Half Screen and Spring Latch



6) Electrical System

- A) 60 Circuit Primary AC Panelboard – Eaton Cutler Hammer Model #PRL1X
120/240 VAC Single Phase
60 Hz Operation
225 Amp Main Breaker
- B) 54 Circuit Primary DC Panelboard – Eaton Cutler Hammer Model #PRL3X
125 VDC
225 Amp Main Breaker
- C) Four (4) 4' Dual Strip LED Interior Light Fixtures with Three Way Switches and Lenses
- D) Two (2) Dual Bulb Emergency Interior Light Fixtures with EXIT Sign, Battery, and Charger
- E) Four (4) 12 Watt 125 VDC LED Emergency Interior Light Fixtures with Switch and Globes
- F) One (1) 70 Watt LED Wall Pack Exterior Light Fixture with Switched Photocell
- G) Five (5) Duplex Convenience Receptacles – Wall Mounted
- H) One (1) 20 Amp 240 VAC Equipment Receptacle – Wall Mounted
- I) One (1) 50 Amp 240 VAC Equipment Receptacle – Wall Mounted
- J) Required Surface Mounted EMT and PVC Conduit, Four (4) 4" EMT Conduits from Top of DC Panelboard to within 6" of Cable Tray, Two (2) 3" EMT Conduits from Top of AC Panelboard to within 6" of Cable Tray, Connectors, Bolt-on Breakers, Wire, and Clamps

7) Surge Arrester

Square D Model #SDSA1175

8) Interior Grounding

#2/0 Bare Stranded Copper Equipment Ground Bus Run in Cable Tray and Bonded to a Tinned Copper Ground Pad
#6 Green Insulated Stranded Copper Main Equipment Grounds to Cable Tray Ground Bus
#10 Green Insulated Stranded Copper Ground to Telco Mounting Board Ground Block

9) Alarm Devices

Two (2) Magnetic Door Contacts for Intrusion
Hydrogen Gas Detector
Smoke Detector
Battery Charger Summary
HVAC Fail
High / Low Temperature
Alarm Devices to be Wired to Designated Relay Panel Location

10) Cooling / Heating

One (1) 18,000 BTU (1.5 Ton) Wall Mounted Heat Pump with 5 kW Heat Strip, Corrosion Resistant Coated Coils, and Programmable Auto-changeover Thermostat Controls



- 11) **Auxiliary and Battery Ventilation**
One (1) 650 CFM (12") Exhaust Fan with Gravity Flow Backdraft Damper and Screened Fiberglass Rain hood and 24-Hour Cyclable Timer Switch, Hydrogen Gas Detector, HOA, and Thermostat Override Controls
- 12) **Cable Entrance**
One (1) 16" x 30" Floor Block out with 11 Gauge Galvanized Steel Plate with Gasket
One (1) 1" PVC Wall Penetration for Satellite Clock Antenna
- 13) **Cable Management**
Required 18" Wide x 4" Deep Aluminum Cable Tray with Ceiling and Wall Mounting Hardware
- 14) **DC Battery Plant System**
Batteries - 3CC-5M – EnerSys w/intercell covers.

Battery Rack - UC4L2S084AP - Enersys Two Step Rack

Spill Containment - EAGLE 36-88

Battery Charger - AT130016F240MAUXGLXX - Hindle
Modular Connections, LLC to Provide One (1) Metal Framed Battery Enclosure with Hinged Folding Top, Hinged Double Front Doors with Plexiglass Windows, and Vents for Proper Ventilation
- 15) **Miscellaneous**
Two (2) Wall Mounted Telephone Jacks
One (1) Wall Mounted Metal Fold Down Desk
- 16) **Safety Equipment**
One (1) Wall Mounted 20 lbs. ABC Dry Chemical Fire Extinguisher
One (1) Battery Safety Kit
One (1) Self Contained Eyewash Station with Drain to Outside of Building – Pure Flow 1000
- 17) **Signage**
As Required and Specified

Clarifications:

- KVA quote is based on the above Bill of Material; any changes to the above bill of material could result in a price change or change order upon the award of purchase order.
 - Item #3: GE Terminal block part number EB25A12W is an incorrect part number. The EB25A12W is only offered as an eight-pole option, KVA has replaced it with a GE EB25B12 based on description.
 - SEL 252301H130XA0XX is no longer available, per SEL, part 252301H230XA0XX is a close replacement that comes standard with the EIA-232.
- **Liquidated Damages:** The time for delivery shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without the fault of the Bidder, including, but not limited to, acts of God, fires, pandemics, strikes and floods. KVA agrees to \$100.00 /day liquidated damages limited to 5% of the contract amount.



KVA Relay Panel testing to include:

- Point-to-point continuity test in accordance with wiring diagrams.
- Power Up of the SELs
- KVA Shop Quality Audit Checklist:
- Visual Appearance Check
- Dimensional checks to fabrication drawings
- Part Number Accuracy
- Quantity Verification
- Panel Layout Verification
- Nameplate and Labeling Accuracy
- Wire Marker Verification to Drawings
- Termination Torque, Crimp and Tensile Integrity
- Function Testing excluding the relay settings is included in this quote.

Engineering Drawings: Relay Panel: Mechanical, bill of material, point to point wiring diagrams, nameplate schedule and updated schematic based on wiring are included in this quote. **Control House:** Three (3) PE sealed Engineering Analysis packages are included with each building if required.

A) Payment:

- a. Payment terms are 100% net 30 days from invoice date.
- b. Payment Schedule for Projects over \$300,000 shall be as follows:

Project Phase:	Contracts over \$300,000
1. Receipt of Purchase Order	10%
2. Receipt of "For Construction" Drawings	30%
3. Delivery	60%

B) Taxes: Prices shown do not include sales or other taxes imposed on the sale of the goods.

C) Freight: F.O.B. freight costs to Tupelo MS are included in the prices shown.

D) Cancellation: With the placement of an Order, Buyer acknowledges that Seller would incur financial damages in the case of a cancellation of an Order and that Seller has the right to charge the Buyer for such damages as specified by the time schedule below.

- a. Schedule of Fees for Cancellation of Order:

Milestone	Cancellation Charge (% of P.O. value)
After Purchase Order is placed	10%
Receipt of "For Construction" Drawings and procurement start	30%
2 weeks after release for procurement	60%
4 weeks after release for procurement	100%

- b. Higher cancellation fees may be imposed on special or modified equipment up to the entire value of the Order.



c. Payment of the cancellation fee is to be made within fifteen (15) days of cancellation.

E) **Validity:** This proposal is valid for acceptance within 30 days.

F) **Warranty:** KVA shall repair or replace any defective item within 18 months of Acceptance Date or 18 months after shipment (whichever is sooner) and will extend the full manufacturers' warranty on all purchased components. Building carries a ten (10) year structural warranty. Component accessories will carry the original manufacturer's warranty.

G) *Any projects with control enclosures are subject to voided warranty under the following conditions:

- 1) Control enclosure is shipped, per customer request, with "incomplete" status.
- 2) Customer installs ANY components without express consent of KVA, subject to project scope agreement, and prior to final turnover.
- 3) Failure to notify KVA of any and all alterations to enclosure specifications prior to delivery.

Limits of Liability: In no event, whether because of a breach of contract, indemnity, warranty, or tort (including negligence), strict liability, or otherwise, shall the Seller be liable to the Buyer for:

- (i) Loss of profit or revenue, loss of use, cost of capital, downtime costs, cost of substitute products, facilities, services, or replacement power.
- (ii) Property damage external to the product and loss arising out of such damage.
- (iii) Special, indirect, punitive, or consequential damage; or for
- (iv) Any of the foregoing suffered by a customer of the Buyer.

KVA MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND KVA SHALL HAVE NO LIABILITY ARISING OUT OF THE ORDER IN EXCESS OF THE AMOUNT OF THE ORDER.

MADE IN THE UNITED STATES

KVA Inc. is a WBE Certified Corporation.

KVA Inc. 1700 Victor Hill Rd Duncan, SC 29334

Birmingham Control Systems, Inc.

3779 Pine Lane

Bessemer, AL 35022

Phone: 205-252-2504

<http://BirminghamControls.com>

March 29, 2023

Q23053

Re: Bid for Tupelo W&L North Green Street Substation Control House

Birmingham Control Systems is pleased to offer for your consideration our bid for the equipment referenced above. In reviewing the drawings and specifications for the North Green Street Substation, our offering is in accordance to what we understand your requirements to be. I have attached Birmingham Control Systems' BOM Q23053.

Item	BOM	Qty	Description	Total Price
1	Q23053	1	Control House and Panels	\$ 449,995

*** Due to the current supply chain issues all equipment delivery is subject to change. Current components with long lead time issues that will impact normal delivery are as follows. These lead times are only estimates and does not guarantee delivery time.**

Notes:

Bid Validity: 30 Days

Payment Terms: Net 30 days

-50% due upon receipt of Purchase Order

-50% due upon delivery of building to jobsite

Delivery Note: Estimate Only. Subject to change in current environment of component equipment manufacturers fluid (almost daily) shipment changes of acknowledged orders. **Estimate Only** Delivery: 28-32 weeks after receipt of purchase order, approved BOM and drawings or by date required provided we receive drawings in a timely manner.

Birmingham Control Systems, Inc reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 pandemic or events subsequent to this pandemic including changes in laws, regulations, or direction from a competent authority.

Accessibility: The site must be accessible for delivery of the Substation Equipment. The terrain must be stable and capable of supporting the truck-trailer delivering the Substation Equipment and also capable of delivery and support of the equipment offloading. Any demurring charges resulting from an unsafe or inaccessible site, whether the result of an "Act of God" or other cause, will be the responsibility of the purchaser. These charges may be substantial due to overnight charges, redelivery, or site preparation.

Exception: Birmingham Controls Systems will do everything possible to get the job completed on time but due to the ongoing delays with parts and equipment deliveries due to the COVID-19 pandemic, will not accept any Liquidated Damages.

Freight is included and is FOB Destination by common carrier.

Crane: Offloading at jobsite is included.

Drawings Included: If required panel structural, front panel layout, and BOM.

Three Line, DC Schematics, and Physical wiring design and drawings are an additional cost, if not listed above.

This price does not include setup/configuration of relays or final test of substation.

Unless noted elsewhere any certification, PE stamp, permits, or licenses required are not included in this quote and are the responsibility of the owner.

Sales tax, Import tax, Goods and Services tax, and Duty Tax are not included.

Please review the BOM since material variance from the Birmingham Control Systems BOM will result in a change order.

Birmingham Control Systems' Terms and Conditions' are an integral part of this quote.

Thank you for the opportunity to quote. If you have any questions, please contact me at (205) 252-2504 extension 17.

Sincerely,

Birmingham Control Systems, Inc.



Sammy Montalbano, PE

Phone: 205-252-2504x17

Cell: 205-837-9813

Fax: 205-252-2507

sammym@bhamcontrol.com

TERMS AND CONDITIONS

Birmingham Control Systems, INC. is herein called "Seller". The person, firm or corporation to whom or which quotation is made is herein called "Buyer".

TERMS OF PAYMENT: "Terms", as noted in the proposal, is the net cash price due monthly, subject to credit approval. Buyer agrees to pay all costs of collection or securing or attempting to collect or secure the debt created by purchases, including reasonable attorney fees, whether or not involving litigation. Late payments are subject to interest penalty of 1-1/2% per month or any portion of a month.

TAXES: Prices stated herein do not include any tax, excise, duty or levy now or hereafter enacted or imposed, by any governmental authority on the manufacture, sale, delivery and/or use of any item delivered. An additional charge will be made therefore and paid by Buyer unless Seller is furnished with a proper exemption certificate relieving Seller of paying or collecting the tax, excise, duty or levy in question.

PRICES AND QUOTATIONS: All prices include standard domestic packing and are firm for thirty (30) days unless specified otherwise. All prices in catalogs are subject to change without notice. Prices are FOB Seller's plant. Title to all articles sold by Seller to Buyer shall pass to Buyer upon delivery thereof by Seller to a carrier for shipment to Buyer.

DELAYS: Seller shall not be liable or responsible for damage or loss for delays or defaults in deliveries due to Acts of God or the public enemy, laws, regulations or orders of the federal, state or local governments or their agencies, fires, accidents, strikes or labor troubles, riots or insurrection, unusually severe weather, material or transportation shortages or delays in obtaining, due to such causes, materials or supplies, or other causes beyond Seller's control, nor shall Buyer cancel or have the right to cancel its purchase order because of delays or defaults in deliveries due to such causes.

CHANGES: Buyer shall have the right by written order to make changes in specifications or delivery schedules once agreed upon. If such changes cause an increase or decrease in the amount due under the purchase order or in the time required for its performance, an equitable adjustment of the price and/or time for performance shall be made. Changes, engineering or otherwise, affecting the function or performance for the articles ordered shall not be made without consent of Seller in writing.

CANCELLATION: The Seller may cancel an order subject to the following cancellation schedule. Days 0-5 0%, Days 6-15 25%, Days 16-30 60%, and Days 30-45 100%. "Days" are the number of days after receipt of purchase order and "%" is the percent of purchase order price that is due upon cancellation. Cancellations for the convenience of the Federal Government may be effected and cancellation charges paid as required by applicable Federal statutes or regulations. If either Buyer or Seller should be declared bankrupt or insolvent, or if a receiver should be appointed for all or a substantial portion of the assets of either by a court of competent jurisdiction, or if there should be filed in any such court and not dismissed within thirty days any application or petition for adjudication of such insolvency or bankruptcy, or for the appointment of such a receiver, or involving the resetting or extension, however termed, of the obligations of Buyer or Seller, or if either Buyer or Seller should make an assignment for all or a substantial portion for its property for the benefit of its creditors, then upon the happening of any of such events, the other party may cancel any order placed by Buyer with Seller immediately by notice in writing sent to the opposite party by registered mail at its last known business address, or by personal service upon such party.

INDEMNIFICATION: Seller agrees to take all necessary precautions to prevent injuries to any person or damage to property during the terms of this agreement but shall not be liable for any injuries or damage to property due to wiring or software problems or errors, equipment misuse or failure, programming errors, operation by Seller or other users or electrical power failure.

PENALTY CLAUSE: In no event does the Seller agree to pay any amount identified as a penalty or as liquidated damages of any kind.

PATENT PROTECTION: Seller agrees to hold Buyer and its customers harmless only against infringement of patents covering the material or part in the form sold by Seller, provided Buyer or its customer, as the case may be, promptly notifies Seller for any claim or litigation and tenders, to the extent of Buyer's ability to do so, the defense thereof to Seller. Buyer agrees to hold Seller harmless from any liability of Seller for infringement of patents by reason of manufacture according to Buyer's specific design or by reason of the incorporation of said part in a more comprehensive assembly than sold by Seller, provided Seller promptly notifies Buyer of any claim or litigation and tenders, to the extent of Seller's ability to do so, the defense thereof to Buyer and/or the Government where Government Contracts are involved. Seller grants no license, express or implied other than the right of Buyer to use the specific material or part in the form delivered by Seller.

SERVICE: Startup service, construction supervision, operator orientation or installation is not included unless specifically included in the proposal. In the event that service is included for startup and Seller's personnel are onsite to perform service and equipment is not ready for service Buyer agrees to pay additional charges for extended stay or another service call. Additional service call will be billed at \$1200.00 per day plus travel and living expenses. Other field services are available at Seller's current prevailing rates.

SHIPPING: If shipping is included in proposal it shall be per Seller's carrier or Seller's carrier of choice. The Seller will confirm with Buyer for delivery. If a shipment is sent after confirmation with Buyer and the site is not ready or no one is available for receiving shipment, there will be an additional charge for the shipment. The substation site must be accessible for delivery of the Substation Equipment Enclosure. The substation terrain must be stable and capable of supporting the tractor-trailer delivering the Substation Equipment Enclosure. Any demurring charges resulting from an unsafe or inaccessible substation site, whether the result of an "Act of God" or other cause, will be the responsibility of the purchaser. These charges may be substantial due to overnight charges, redelivery, or site preparation.

REMEDYING DEFECT: Owner must allow Birmingham Control Systems to make corrections in a timely manner. Birmingham Controls Systems will have the option to have the equipment returned for repair or to send a technician out to make repairs. Any corrections or changes made by anyone else before Birmingham Control personnel have inspected the equipment and been given an opportunity to make the correction in a timely manner will not be compensated by Birmingham Control Systems. A timely manner is generally 1 to 2 weeks and may depend on the availability of transportation, parts, etc.

WARRANTY: One year on parts and labor from Birmingham Control Systems. Warranty starts from date of delivery unless panel is stored at Birmingham Control Systems for more than 30 days in which case the warranty starts on completion date of panel manufacture. Component accessories will carry the original manufacturer's warranty, which may be longer than 1 year.

ERRORS: Stenographic or clerical errors are subject to correction.

**DOCUMENT 00301
PROPOSAL**

Date: March 29, 2023

To: Tupelo Water and Light
320 North Front Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to Tupelo Water and Light, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated January, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Concrete Control House Associated Relay Equipment	\$ <u>See attached quote letter</u>

DELIVERY:

Delivery Site: North Green Street Substation

Delivery Date: March 2024

An alternate Delivery Date of _____ is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ _____ is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be

unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

012623

81925

The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
None	

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section
Associated with EXCEPTION

Description of Exception

<u>None</u>	<u>Description of Exception</u>
_____	_____
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012623

81925

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Birmingham Control Systems

BY: Jason Callin

TITLE: Estimator

MAILING ADDRESS: 3779 Pine Lane SE

DATE: 3/29/23

Bessemer, AL 35022

TELEPHONE: 205-252-2504

STREET ADDRESS: _____

FAX: _____

EMAIL: jasonc@bhamcontrol.com

PRINCIPAL CONTACT: Jason Callin

TELEPHONE: 205-252-2504

EMAIL: jasonc@bhamcontrol.com

ALTERNATE CONTACT: Sammy Montalbano

TELEPHONE: 205-252-2504

EMAIL: sammym@bhamcontrol.com

END OF DOCUMENT

$EP^2 \equiv (QA)^2$

March 27, 2023

Tupelo Water and Light
71 East Troy Street
Tupelo, MS 38804
Attention: Traci Dillard

Re: RFQ No. 81925, North Green Street Substation
EP² Quote No. 36241

Dear Ms. Dillard,

We are pleased to offer the following proposal:

One (1) 11' x 18' Control Enclosure and Four (4) Relay Panels----- \$451,002.00

COMMERCIAL COMMENTS

1. No sales or use taxes are included in the price.
2. Shipment of the equipment will be by truck to Tupelo, MS; freight prepaid and included in the total price.
3. Transportation costs are based upon accessible site conditions adequate to support long-haul transportation equipment under heavy load conditions with no overhead, underground, and/or peripheral site obstructions.
4. Electrical Power Products will be responsible for developing the following drawings:
 - a. Layout Drawings
 - b. AC/DC Schematics
 - c. Wiring Diagrams
5. Others will be responsible for developing the following drawings:
 - a. Structural Drawings
 - b. Nameplate Lists
6. Delivery of the equipment will be forty-four (44) weeks ARO. In order to meet our delivery schedule, all material will need to be ordered within two (2) weeks ARO. If an improved delivery is desired, please contact us.



Electrical Power Products, Inc.

4240 Army Post Road ■ Des Moines, Iowa 50321 APPENDIX M
(515) 262-8161 ■ Fax (515) 262-9461

$EP^2 \equiv (QA)^2$

7. With continued issues with the supply chain, certain components, e.g., panelboards, transfer switches, relays, switches, terminal blocks, etc. may experience a longer than normal lead time. These lead times are subject to daily/weekly change as suppliers have not been consistent in their promised delivery dates. If your project requires these components, and these parts are not timely received by **EP²**, the project may be shipped to you at your written direction without the component part(s). If this occurs, as much as possible rewiring will be completed by **EP²** and you will be responsible for material receipt, installation and reconnection in the field. If **EP²** is to delay the shipment of the project due to late arrival components, **EP²** cannot be held liable for any liquidated damages. While **EP²** will take all necessary steps to ensure timely delivery, this is a supply issue which **EP²** cannot control.
8. AC power distribution one-line drawings must be received within one (1) week ARO to meet the initial control enclosure drawing submittals.
9. Off-loading and installation by Modular Connections' non-union crew.
10. The price for site services has been included in our proposal price and is an estimate only. Site services are not based on site visit. The estimate is subject to change if actual site conditions require additional service, labor, and/or equipment.
11. Payment terms are ninety percent (90%) upon delivery, and ten percent (10%) upon final acceptance not to exceed ninety (90) days.
12. **EP²** does not accept credit card payments for projects over two thousand, five hundred dollars (\$2,500.00).
13. The price is firm and valid for thirty (30) days.
14. Electrical Power Products' Limited Warranty is included with our proposal package and shall apply to this project.
15. In compliance with the requirements of NERC CIP-013 Cyber Security Supply Chain Risk Management, **EP²** will not modify any network capable asset, such as a protective relay, server or network switch, unless a modification is requested by an authorized employee of the customer or their agent and agreed to by both **EP²** and the customer. This includes, but is not limited to, firmware updates, configuration settings, software installations and security updates. All network capable assets will be delivered with standard firmware, software and settings as delivered to **EP²** by the manufacturer of the asset, unless a change is requested as previously described. The customer shall be responsible for ensuring that all network capable



Electrical Power Products, Inc.

4240 Army Post Road ■ Des Moines, Iowa 50321 APPENDIX M

(515) 262-8161 ■ Fax (515) 262-9461

$EP^2 \equiv (QA)^2$

assets specified are compliant with NERC CIP-013 Cyber Security Supply Chain Risk Management requirements and the customer's own cybersecurity requirements.

TECHNICAL COMMENTS

1. Function testing the panels and control enclosure, as a complete unit, will be performed at Electrical Power Products' facility in Des Moines, Iowa prior to shipping.
2. The strap resistance and battery cell voltage will be measured on each battery system using an Alber Cellcorder at EP²'s facility. Test results will be provided with the control enclosure.
3. Sizing of the HVAC unit(s) for this enclosure is based on the known initial and future equipment installed in this enclosure.
4. Please refer to the Bill of Material for a list of equipment provided by Electrical Power Products and Exhibit #1 for a list of equipment provided by the control enclosure manufacturer. If there are any changes made to the style numbers or quantities our price will be adjusted accordingly.
5. All style numbers followed by an asterisk (*) on the Bill of Material represent style numbers or quantities that were not specified, incorrect, or obsolete. Either Electrical Power Products or the manufacturer/vendor chose style numbers or quantities for each of these items. Any changes made to the style numbers or quantities may reflect a change in the proposal price.
6. The Bill of Material was quoted per the layout drawings and material list provided with the request for quote only.
7. Our price includes four (4) hardcopies of the instruction manuals. Please note that some equipment manufacturers provide CD manuals in lieu of hardcopy manuals. If CD's are provided by the manufacturer, EP² will provide a copy of the CD with the instruction manual set.

EXCEPTIONS

1. Please refer to the control enclosure manufacturer's specification, included with the proposal package, for the control enclosure clarifications and exceptions.



Electrical Power Products, Inc.

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EP² ≡ (QA)²

Please visit the EP² web site at www.ep2.com. The site presents details about our staff & capabilities.

Customers are always welcome for inspection trips to Electrical Power Products with prior notice.

We appreciate the opportunity to present this proposal.

If there are any questions, please contact me.

Sincerely,

Andre Castine

Senior Project Estimator
Electrical Power Products
4240 Army Post Road
Des Moines, Iowa 50321
(515)-262-8161
acastine@ep2.com



Electrical Power Products, Inc.

4240 Army Post Road ■ Des Moines, Iowa 50321 APPENDIX M
(515) 262-8161 ■ Fax (515) 262-9461

**DOCUMENT 00301
PROPOSAL**

Date: March 28th, 2023

To: Tupelo Water and Light
320 North Front Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to Tupelo Water and Light, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated January, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Concrete Control House Associated Relay Equipment	\$ <u>437,755.00</u>

DELIVERY:

Delivery Site: North Green Street Substation

Delivery Date: March 2024

An alternate Delivery Date of N/A is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$_____ is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be

unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
N/A	

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.


Specification Section
Associated with EXCEPTION

Description of Exception

1. Section 00101: VFP has not examined the final site and therefore takes exception to any adverse site conditions.
2. Section 00101: Proposal is valid for 30 days.
3. Section 00301: VFP understands this as taxes are to be the responsibility of the owner. VFP has not included any state taxes in this quotation.
4. Section 00301: VFP takes exception and is not offering any onsite testing or certifications.
5. Section 00301: VFP takes exception to any liquidated damages.
6. Section 00531 Article II & Section 00811 Part 16: Payment terms are per VFP standard terms and conditions as described below.
7. Section 00711 Part 8. Requirement of surety bond is waived per Section 00811 Part 8.1.
8. Section 00711 Part 10.A: VFP will take exception to liquidated damages and will make every effort for a timely completion of the control house.
9. Section 01060 Parts 1.01.B & 3.01 A-D: VFP takes exception to all local codes, the control house will be built to the IBC and state codes only unless the local codes are provided with the bid request. VFP will require full detail of the particular local codes before determining compliance.
10. Section 01060 Parts 1.01.C & 3.01.B: VFP offers On-Site work with the understanding that a general contractor is under contract by the customer. It is assumed that the general contractor is responsible for permits, licenses, right of ways, permission for site access, union issues and site security, therefore VFP is offering this work with understanding that no additional permits, licenses, etc. are required.
11. Section 16162 Part 2.02.D.3.a: VFP is not responsible for any wiring for any equipment not supplied by VFP.
12. Section 16162 Part 2.02.D.5.a: VFP is offering our standard LED interior light fixtures in lieu of fluorescent.
13. Section 16162 Part 2.02.D.5.b: VFP is offering our standard LED exterior light fixtures in lieu of HPS.
14. Section 16162 Part 2.02.D.5.e: VFP is including one (1) 50 Amp, 240 VAC receptacle and one (1) 20 Amp, 240 VAC receptacle per Drawing E10.1.1.
15. Section 16162 Part 2.02.D.8.a: VFP is offering an Eaton PRL2 DC panel in lieu of a PRL3 DC panel in order to offer a more favorable lead time.
16. Section 16162 Part 2.02.E.2.c: Commercial HVAC units do not have a SEER rating; the air conditioning unit proposed has a 11 EER rating.
17. Section 16162 Part 2.02.E.3: VFP has estimated the size for the HVAC unit. If provided equipment heat loads, VFP will be more than happy to properly size the HVAC unit. This may result in a price adjustment. HVAC calculations can be provided at a later date in the design phase.
18. Section 16162 Part 2.03.A: Clarification, VFP is offering 20"x30" wire glass door vision windows.
19. Section 16162 Part 2.03.B: Wall windows will be double hung in lieu of single.
20. Section 16162 Part 2.03.D. VFP is making assumptions for the size of the cable tray. Changes can be made with a price adjustment.
21. Section 16162 Part 3.01.A: No ground bus is shown on the drawings and therefore has not been included in this quotation.
22. Section 16162 Part 3.01.D: Wiring of owner furnished equipment is assumed to be by others.
23. Section 16162 Part 3.01.F: The 12-point terminal block for exterior equipment is assumed to be by others and not included.
24. Section 16162 Part 3.01.N: The door and window frames will be bolt-in in lieu of cast-in.
25. Section 16162 Part 3.02.D: Interior finish will be white FRP board in lieu of white laminate.
26. Section 16162 Part 3.05: No field testing or certification will be provided by VFP.
27. Section 16162 Part 3.05.A.3: Battery testing and commissioning is not included and is assumed to be by others.
28. Drawing E10.1.2: VFP takes exception to the doors having louvers. VFP is offering a fan system that will come complete with a wall louver to serve as the same function.
29. Drawing E10.1.2: VFP standard concrete construction utilizes lifting lugs that are incorporated into the base structure. These lugs are not removable.
30. Drawing E12.9.1: VFP has not received specifications for an automatic transfer switch nor is one shown on Drawing E10.1.1 therefore the automatic transfer switch is assumed to be supplied and installed by others.

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIAL MAN: VFP Inc.

BY: 

TITLE: Director of Business Development

MAILING ADDRESS: 5410 Fallowater Lane

DATE: 3/28/23

Roanoke, VA 24018

TELEPHONE: 540-444-5704

FAX: 540-512-7861

STREET ADDRESS: Same

EMAIL: pfile@vfpinc.com

PRINCIPAL CONTACT: Pete File

TELEPHONE: 540-444-5704

EMAIL: pfile@vfpinc.com

ALTERNATE CONTACT: Jared Dornton

TELEPHONE: 540-444-5702

EMAIL: jdornton@vfpinc.com

END OF DOCUMENT



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE April 12, 2023
SUBJECT: IN THE MATTER OF AWARD OF BID # 2023-006WL – 13 kV POWER
CIRCUIT BREAKERS **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, April 18, 2023:

Bid No. 2023-006WL – Four (4) 13 kV Power Circuit Breakers to the lowest qualified bid submitted by ABB, Inc. in the amount of \$34,132.00 each (\$136,528.00 total) as recommended by Allen & Hoshall Engineers.

Minute Entry Sign Up Sheet

Date: 3/29/2023

Time: 10:00 AM

001WL;
002WL;004
WL;005WL;

Bid # 006WL

Department: TW&L

BID# 2023-001WL; 2023-002WL; 2023-004WL; 2023-005WL;2023-006WL

Project:

N. Green Substation

Attendance

Company

Ben Logan

City of Tupelo

Casey Turner

Howard Agency

JASON SIMON

HV SALES

Jesse Hall

Virginia Transformer

Gunnifer Shempel

COT

Norman Cause

TWL



Allen&Hoshall

March 31, 2023

Mr. Johnny Timmons, General Manager
Tupelo Water and Light Department
320 North Front Street
Tupelo, MS 38802

**RE: 2023-006WL
13 kV Breakers
North Green Street Substation**

Dear Mr. Timmons:

We have evaluated the bids on the above-referenced project. After careful consideration and evaluation, we recommend you accept the bid of \$136,528 from ABB that includes Item 1 below:

ITEM 1	\$136,132.00	(4) 15 kV Power Circuit Breakers manufactured by ABB Inc. per ABB Proposal Number – QT-23-02109693.B, dated March 21, 2023.
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The Purchase Order should state: "ITEM 1: North Green Street Substation – (4) 15 kV Power Circuit Breakers per ABB Proposal Number – QT-23-02109693.B, dated March 21, 2023 with shipment 34 weeks ARO"

Purchase Order should be sent to:

ABB Inc.
655 Century Point
Lake Mary, FL 32746

c/o: Ruffin & Associates
Melissa Shehan
melissa@ruffin-associates.com

Attached is the Bid Tabulation and the ABB Bid Proposal for your use.

If there are any questions or you need additional information, please contact me at 901.261.4639.

Sincerely,

Allen & Hoshall

Russell Scott Burleson, P.E.
Sr. Vice President


BID TABULATION
**13 KV CIRCUIT BREAKERS
 FOR
 NORTH GREEN STREET SUBSTATION
 TUPELO WATER & LIGHT**
Bids Due: MARCH 29, 2023

<u>Bidder</u>	<u>Quantity</u>	<u>Price Each</u>	<u>Price Total</u>	<u>Delivery</u>
ABB				
ITEM 1	4	<u>\$34,132.00^{1,2,3}</u>	<u>\$136,528.00</u>	<u>34 weeks ARO</u>
<i>Mitsubishi</i>				
ITEM 1	4	_____	NO BID	_____
<i>Meyers Controlled Power</i>				
ITEM 1	4	_____	NO BID	_____
<i>Siemens</i>				
ITEM 1	4	<u>\$35,242.00¹</u>	<u>\$140,968.00</u>	<u>47 weeks ARO</u>

Notes:

1. Magnetically Actuated
2. Exception taken to terms and conditions provided. Offering ABB General Terms and Conditions. Willing to discuss mutually agreed upon terms and conditions at the time of order entry.
3. Exception to liquidated, special, indirect, incidental, or consequential damages

 Engineer's Recommended Acceptance in **BOLD**

C:\EU\TUPELO L&W\81925-N GREEN ST SUBSTATION\SPCS\0.8 - 13 KV BREAKER\BID TAB 13 KV CIRCUIT BREAKER.DOC

**DOCUMENT 00301
PROPOSAL**

Date: 3/23/2023

To: Tupelo Water and Light
320 North Front Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to Tupelo Water & Light hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated January, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>BID PRICE EACH</u>	<u>TOTAL BID PRICE</u>
1	4	1200A 13 kV Power Circuit Breaker	\$ <u>34,132.00</u>	\$ <u>136,528.00</u>

DELIVERY:

Delivery Site: North Green Street Substation

Delivery Date: March 2024

An alternate Delivery Date of _____ is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ _____ is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be

unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBER

DATE

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be itemized on this proposal page even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section

Associated with EXCEPTION

Description of Exception

00301, Proposal, General and

ABB Terms & Conditions will apply and supersede

00531, Materials Contract

00301 and 00531.

The price in this quote only includes transportation
to the customer site.

00301, Proposal General and

Liquidated (or any kind of) damages and

00701, 10. Liquidated Damages

penalties for late deliveries are not accepted.

00711,14. Warranty

The RMAG is warranted for a period of 5 years
from manufacturing date.

00711, 16. Payments

Payment is due 30 days invoice date.

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: ABB c/o Ruffin & Associates

BY: Melissa Shehan

TITLE: Technical Advisor

MAILING ADDRESS: P O Box 11449
Memphis, TN 38111

DATE: 3/23/2023

TELEPHONE: 901-452-4313

FAX: 901-323-8331

STREET ADDRESS: 1049 Cresthaven Rd
Memphis, TN 38119

EMAIL: melissa@ruffin-associates.com

PRINCIPAL CONTACT: Melissa Shehan

TELEPHONE: 865-256-9198

EMAIL: melissa@ruffin-associates.com

ALTERNATE CONTACT: Chip Williams

TELEPHONE: 901-452-4313

EMAIL: chip@ruffin-associates.com

END OF DOCUMENT



Commercial and Technical Tender

ABB Negotiation Number: QT-23-02109693.B
Equipment: R-MAG® Outdoor Dead Tank Breaker

3/21/2023

This proposal offers the market leading circuit breaker, the ABB R-MAG. ABB's R-MAG has over 20 years of field proven experience and over 30,000 installations. ABB is the only company to offer a full medium voltage portfolio with magnetic actuation, from 15kV to 38kV. The R-MAG is designed to provide the most reliable outdoor breaker in the market, minimizing downtime, improving SAIDI measurements, and significantly decreasing maintenance costs over the lifetime of the product. ABB's R-MAG delivers quantifiable value in the following areas:

Increased reliability

Optimized durability with the ability to achieve 10,000 operations, five times greater than the ANSI requirement, over a temperature range of -50°C to +70°C (-58°F to 158°F)

Minimized potential points for failure by having only one moving part in the magnetic actuator operating system, as opposed to spring-charged mechanisms that house over 100 moving parts

Unparalleled performance of internal components

- ABB magnetic actuator is rated for 100,000 operations for the 15 and 27kV R-MAGs and 50,000 operations for the 38kV R-MAG
- ABB's world leading vacuum interrupters are rated for 30,000 full load operations

Reduced O&M

- NO MAINTENANCE is required on the magnetic actuator, as opposed to spring-charged mechanisms that are dependent on periodic maintenance to ensure proper operation
- Minimal maintenance is required every 2,000 operations, four times the ANSI standard of 500 operations between servicing
- Shorter maintenance times as there are no coils or motors to replace and there is no gas or oil used
- Easy plug and play design of the ED2 electronic control board for rapid replacement in the field

Warranty

ABB's R-MAG has over 20 years of proven experience with over 30,000 installations. The R-MAG comes with a 5-year comprehensive warranty and 24 hour / 7 day a week customer service.



NextGeneration R-MAG cabinet

We are pleased to offer in this quote the new NextGeneration R-MAG cabinet NEMA3R, designed to exceed the traditional NEMA3R rating. This NextGeneration NEMA3R introduces numerous improvements focused to provide a higher ingress protection against water.

In this first stage, this new optimized housing applies only to R-MAG ratings 15kV 1200A, 15kV 2000A, 27kV 1200A and 27kV 2000A. All other R-MAG ratings will continue to be manufactured with the regular housing design until a dedicated change notification comes.

Following image shows a view of the NextGeneration housing, which introduces changes on the roof, bushings, doors, gasketing system, etc. The medium-size cabinet containing the ratings 15kV 2000A, 27kV 1200A and 27kV 2000A will be modified, from of 60in to 52in width.

For further clarifications on the NextGeneration cabinet contact your sales representative.

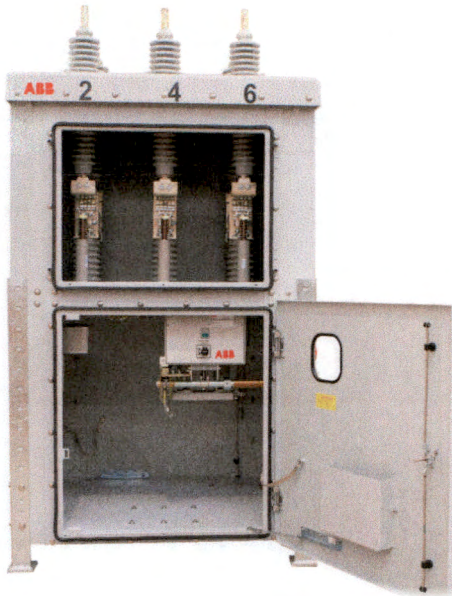


ABB is ready to support this proposal with technical application experts, spare parts, training, and support services to ensure the ease of installation and the reduction of the total cost of ownership. Thank you in advance for considering this proposal. Please do not hesitate to contact ABB with any questions.

Best Regards,

Melissa Shehan
ABB Inc.
1049 Cresthaven Rd
Memphis, TN 38119 United States
Phone: +19014524313
Email: melissa@ruffin-associates.com



Commercial and Technical Tender

ABB Inc.
655 Century Point
Lake Mary, FL 32746
Tel: 407-732-2000

Date:	3/21/2023
Tender ID:	QT-23-02109693.B
Account manager:	
Valid through:	5/13/2023
Specifications:	
Revision:	B

Prepared for:
Tupelo Light Water


320 N Front St
Tupelo Mississippi, 38804-4014

Prepared by:
Melissa Shehan
ABB Inc.
1049 Cresthaven Rd
Memphis, TN
38119
United States
Email: melissa@ruffin-
associates.com



Pricing

Standard Line Item:

Item	Qty	Image	Product Type	Net Price Each (USD)	Item Total (USD)
1	4		<p>ANSI Dead Tank Vacuum Magnetic Circuit Breaker R-MAG</p> <p>ABB Product ID: MB1114DLONH5KBZ4</p> <p>Key ratings: ANSI outdoor magnetically actuated vacuum circuit breaker R-MAG® Customer Product ID: Primary Voltage: 15.5 Current: 1250A BIL: 110 Interrupting current: 25</p> <p>Standard lead time*</p> <ul style="list-style-type: none"> • 34 weeks with approval drawings • 29 weeks without approval drawings and an existing bill of material <p>*See full details in the Delivery section in the Terms and Conditions</p>	34,132.00	136,528.00
Total sale price (USD)					136,528.00



Technical Data Sheet

Item 1 (Standard Line Item)

ABB Product ID: MB1114DLONH5KBZ4

Type	R-MAG
Types Rating	MB1114 - 15.5 kV 1250 Amp 110 kV BIL 25 kA
Voltage	15.5 kV
BIL	110 kV BIL
Current	1250A
Interrupting Current	25 kA
Power Frequency	60 Hz
Auxiliary Switches	D - (2) 16 deck snap action rotary switch 2 sets of 16 deck snap action rotary switch. Normally this should provide 12 'a' and 12 'b' contacts.
CTs 1-3-5	L - 1 Set 1200/5 C400 TR 2.00 (4.12") 1 set of 1200/5 C400 Bushing Current Transformers on bushings 1-3-5. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
CTs 2-4-6	O - 1 Set 1200/5 C400 TR 2.00 & 1 Set 2000/5 C400 TR 2.00 (6.5") 1 set of 1200/5 C400 and 1 set of 2000/5 C400 Bushing Current Transformers on bushings 2-4-6. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8
Material Type	Mild Steel
Enclosure Material	N - NextGeneration R-MAG Cabinet (15kV, 1200A). Review details of NextGeneration cabinet in this quote's introduction section
BCT Shorting Type	G.E. EB27 shorting type terminal blocks Due to global Supply Chain crisis, the terminal blocks quoted may be replaced in final production by other terminal block brands like Magnum or Marathon. Technical parameters of alternate terminal blocks match/exceed the parameters of the originally quoted terminal blocks.
BCT Wiring	#12 AWG; All taps wired to term block
ED2.0 board	H - 85-264 VAC or 77-280 VDC High Voltage Board (15.5 kV)
Control Voltage	5 - 125 VDC Operating Voltage
Circuit Protection	K - Fused knife switches provided for control circuits
Bushing Creep	Standard Creep Bushing
Bushing Type	Standard Bushing (15.5 kV, 600/800/1200 A, 110 kVBIL, BB&MB)
Bushing Terminal Connectors	4 - 4 Hole NEMA Pad (1200/1250 Amp)
Control Type	B - Basic Unit
Panel Configuration	Z - Special panel
Control Wiring	#14 AWG; Control Wire (Standard)
Control Wiring Lugs	Uninsulated control wiring lugs provided.
Control Terminal Blocks	12 point G.E. EB25 type terminal blocks Due to global Supply Chain crisis, the terminal blocks quoted may



	be replaced in final production by other terminal block brands like Magnum or Marathon. Technical parameters of alternate terminal blocks match/exceed the parameters of the originally quoted terminal blocks.
Heaters	Special Heater Waukesha PTC Heaters (2) PTC-2-D12 240VAC 400W, PN 3614A50H20
Local/Remote Switch	Special Local/Remote Switch ELECTROSW. LSR #9203DB 125VDC W/O ENGRAV
Test Switches	Special Test Switch QTY:3 6422120G4 6 POLE PK-2 TEST BLOCKS; Phenolic nameplates adjacent to the PK-2 block shall identify the connected CT(s) using the breaker's nameplate designations.
Digital Meters	No digital meters provided
Thermostats	(1) Standard thermostat included. Operating Range: 70°F to 80°F
Wire Markers	Brady wire marker sleeves as required.
Control Switch	Special Control Switch Breaker Control Switch shall be Electros witch Series 24, panel mount, Type CSR for remote operation, 125 Vdc, Circuit 57, for electrical closing and opening of the breaker. Catalog Number 8857DB.
Legacy Material	No
Special Final Assembly	Special Final Assembly None
Shipping Special	Special Shipping Requirements No
Seismic Option	15kV 1200A - Mild Steel - Moderate seismic qualification as per IEEE 693-2018

DYNAMIC ACCESSORIES

Dynamic Accessories	Cap discharge switch
Dynamic Accessories	120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet.
Dynamic Accessories	Device Nameplates
Dynamic Accessories	120 VAC relay cabinet light mounted inside relay control cabinet

Accessories

ABB Internal Order Entry Information

CID Code: 9AAC30400486

Source Location Code: 9AAE324912 Manufacturing: 3407, Mexico - San Luis Potosi



Clarifications

ABB provides quotation based on the specifications provided by Tupelo Light Water.

Exceptions

- Exception to Liquidated damages or penalty for late deliveries. Please see sections **Consideration for Material Supply** and **Consideration for Transportation** under **General Terms of Sales** in the Proposal
- R-Mag Duty Cycle: O - 0.3s – CO - 15s - CO

Revision History

Rev #	Date	Description of Change	Handled By

Example R-MAG Cost Savings

Operating mechanism maintenance cost savings

		Mechanism	
		Spring charged ¹	Magnetic actuator
Estimated service life (years)²		30	30
Number of years between maintenance		2	Not applicable
Cost per maintenance event		\$685.00	Not applicable
Cost per event	Labor cost per hour	\$85	Not applicable
	Switching time (hrs)	2	Not applicable
	# of workers required for switching	2	Not applicable
	Time to complete maintenance (hrs)	2	Not applicable
	# of workers required for maintenance	2	Not applicable
Material costs		\$5.00	Not applicable
Lifetime maintenance costs		\$10,275.00	\$0.00

Lifetime operating mechanism maintenance cost savings: \$10,275.00

¹ The values used for the spring charged mechanism breaker referred to in the 'Example R-MAG Cost Savings' are based on ABB's R-breaker that utilizes a spring charged mechanism.

² The Estimated Service Life refers to the normally observed useful service life for a product. The estimated service life will vary based on the environment, maintenance and usage of the breaker; ABB offers a standard 5 year limited warranty for its R-Mag product line.



General breaker maintenance costs

		Mechanism	
		Spring charged	Magnetic actuator
Estimated service life (years)		30	30
Number of years between maintenance		5	5
Cost per maintenance event		\$47.50	\$47.50
Cost per event	Labor cost per hour	\$85	\$85
	Time to complete maintenance (hrs)	0.5	0.5
	# of workers required for maintenance	1	1
	Material costs	\$5.00	\$5.00
Lifetime maintenance costs		\$285.00	\$285.00

Lifetime general maintenance cost savings: \$0.00

ED2.0 electronic control board cost savings

		Spring mechanism	R-MAG ED2 board
		change-out cost	change-out cost
Estimated service life (years)		30	30
Number of years between replacement		10	10
Cost per replacement event		\$2,780.00	\$1,655.00
Cost per event	Labor cost per hour	\$85.00	\$85.00
	Time to complete replacement (hrs)	9 (coil and motor)	1.5 (ED2 board)
	# of workers required for replacement	2	2
	Material cost	\$1,250.00 (coil and motor)	\$1,400.00 (ED2 board)
Lifetime maintenance costs		\$8,340.00	\$4,965.00

Lifetime change-out cost savings: \$3,375.00



Optional Services

ABB can support its customers with hands-on, factory authorized training for all new installations. This training is intended for up to 10 technicians on-site to train them on the proper operation and safety requirements of their new gear. The duration and content of the class can be customized based on the experience and background of the attending technicians. The classes are led by a highly skilled, factory trained field service technician. Additional training courses are available based on customer need, such as preventive maintenance, complete refurbishment, relay coordination, etc. ABB will design the program around customer requirements.

ABB offers installation and commissioning, utilizing its factory trained service team, for all its products at competitive rates. ABB works with its customers to determine the level of support and installation schedule to fit their specific needs. ABB will waive the fee for a one day hands-on training when the ABB service team is used to support installation.

ABB also offers a preventive maintenance program at factory recommended intervals to increase the reliability and service life of your new gear. Choosing an ABB preventive maintenance program may allow ABB to extend the warranty on your equipment.



General Terms of Sale

Consideration on 2019-nCoV (Coronavirus Outbreak)

If after submission of ABB's bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB will be entitled to cost compensation, time extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.

Consideration for Material Supply

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

Consideration for Transportation

The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

Price

Prices are firm for shipment quoted, and do not include federal, state, or local taxes of any kind.

Price escalation clause

Prices are firm until 5/13/2023 except they are subject to adjustment as follows: On the day the Purchase Order is received, the prices are subject to adjustment if the cost of labor, copper and/or steel has increased by more than 2% since the date of bid submission or last price adjustment based on appropriate local official labor index for labor, London Metal Exchange (www.lme.com) LME Copper rates for copper and CRU Group (<https://cruonline.crugroup.com>) for steel. In such case ABB reserves the right to adjust the price to include the respective increase.

Payment

Payment terms are Due in 30 days invoice date.

ABB has a minimum domestic order value requirement of \$200USD.

All returns are subject to a restocking fee of no more than 30% of the amount of the order.



ABB reserves the right to review and revise quotes based on cost of material fluctuation.

Cancellation Charges

Cancellation of the contract will be subject to penalties depending on the time the cancellation occurs. ABB's standard cancellation charges are 10% after receipt of order, 20% after drawings issued to customer for approval or if order has been engineered, 45% after release to order major material, 75% after receipt of major material, and 100% after start of fabrication.

Change Notices

Changes after order entry related to engineering, drawings, or parts could be subject to additional charges and may impact shipment schedule.

Warranty

The equipment is warranted for a period of 5 years from manufacturing date.

Delivery Terms

Proposed delivery terms will be Carriage Paid To.

Extra Information: CPT.

Quoted lead times are based on current production levels. Actual lead times are dependent on available production space at time of order entry and/or release to manufacturing.

Please add 3 weeks for drawing approvals, if required. To ensure the quoted lead-time please return approval drawings to ABB within 2 weeks of receipt. ABB will make every effort to maintain a short delivery schedule.

**Approval Drawings**

Approval drawings, if requested or required, will be supplied within 4 weeks ARO. Manufacturing lead time is based upon timely return of approval drawings from customer within two (2) weeks of receipt of drawings. On orders requiring “hold for release to manufacturing until receipt of approval drawings”, the quoted lead time commences on the date ABB receives the approved drawings.

Shipment Schedule

Contract drawings, information submittals, manufacturing, and shipment schedules will follow the outline below and is contingent on customer approval in the time frame indicated:

- I. Orders with Drawing Approval
 - Approval Drawings – 3 weeks after receipt of ABB approved order
 - Customer drawing approval time – 2 weeks to keep order timeline on schedule
 - Product ready for shipment – 27 weeks after return of all approval drawings with customer release for manufacture
 - Delivery – 1-2 weeks
 - Total lead time: 34 weeks

- II. Orders with existing bill of material, no bill of material changes and no approval drawings (duplicate orders)
 - Manufacturing time – 27 weeks after receipt of ABB approved order
 - Delivery – 1-2 weeks
 - Total lead time: 29 weeks

All customer provided data and requirement must be finalized at the time of purchase order placement. Revision to contract requirements may result in schedule changes and delays. All lead-times are subject to change based on prior sales and loaded factory capacity, please contact factory for actual lead-times at time of order placement.

Schedule 1: ABB Inc. GENERAL TERMS AND CONDITIONS OF SALE

1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be

relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled, or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement. With respect to a purchase order that obligates ABB to complete the installation of purchased Equipment, risk of loss for the Equipment shall pass from ABB to Purchaser at the earlier of the time Purchaser puts the installation to its specified purpose or until the completion of the installation pursuant to this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exception. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment,

or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) **Software Warranty and Remedies.** ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Indemnification.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

"Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the

medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(a) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order by ABB without liability for damages of any kind resulting from such cancellation acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

20. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

21. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

22. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

23. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

- (i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

24. Confidentiality.

(a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

25. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

26. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

27. US Government Contracts.

(a) This Article 27 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

28. Data Protection.

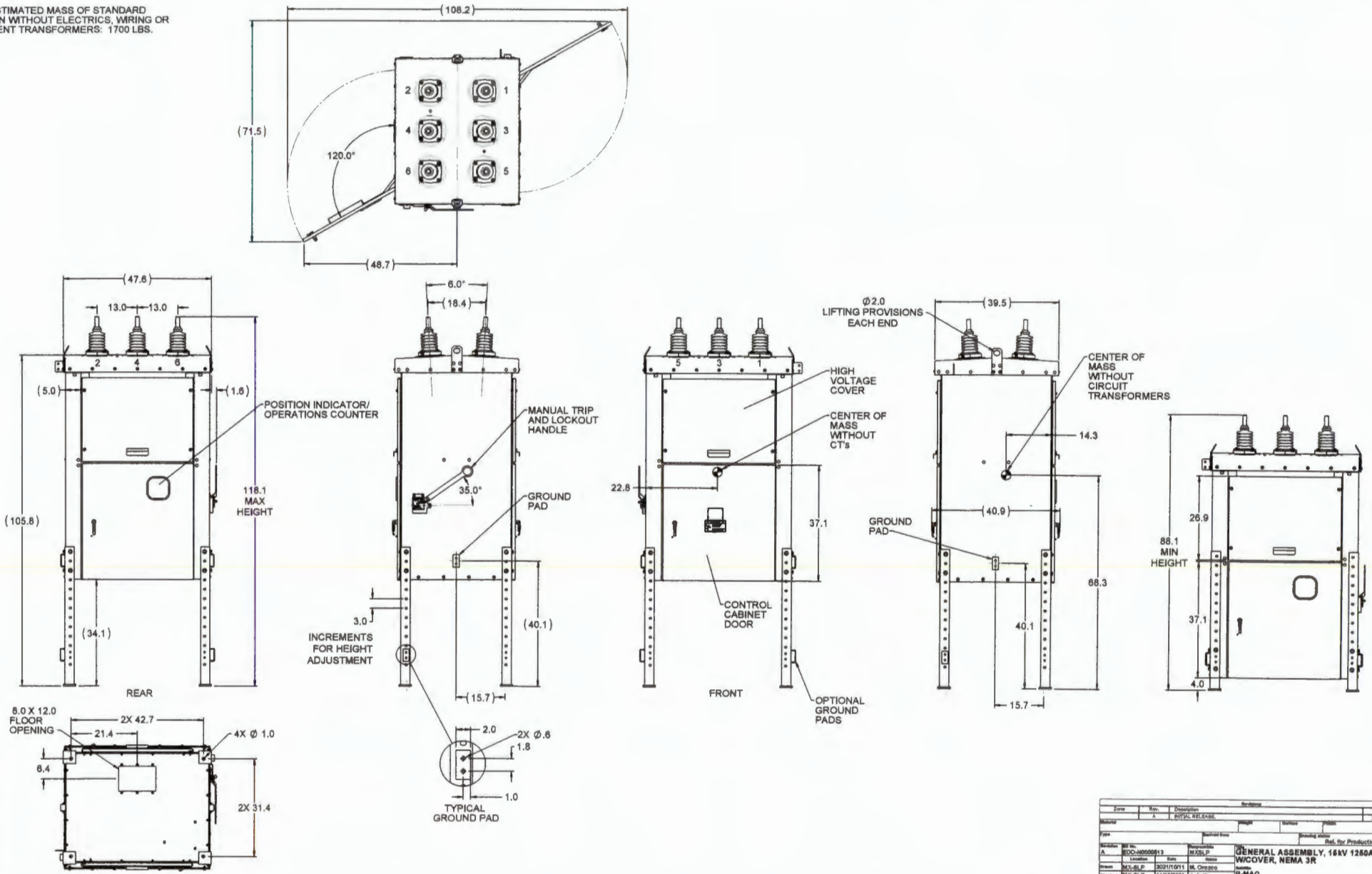
(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guide-lines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

NOTES:

1. ESTIMATED MASS OF STANDARD DESIGN WITHOUT ELECTRICS, WIRING OR CURRENT TRANSFORMERS: 1700 LBS.



Rev.	Description	Date																																				
1	INITIAL RELEASE	2011-03-07																																				
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<p>ABB Switzerland Ltd. (except Switzerland)</p> <p>GENERAL ASSEMBLY, 18kV 1250A, TWOCOVER, NEMA 3R</p> <p>R-MAG</p> <p>2RNA001035A0010</p>																																						

Len T Deloney Co.
601 Barataria Blvd.
Marrero, LA
(601)613-7284
chris@deloney.com
www.Deloney.com



MARCH 22, 2023

Johnny Timmons
320 North Front Street
Tupelo, MS 38802

Dear Mr. Timmons,

Thank you for the opportunity to bid on your RFQ for 13 kV power circuit breakers. Enclosed is our proposal from Siemens and bid forms. Standard breaker diagrams are included at the end of the quotation for your reference. If there is anything else that I can help you with feel free to reach out to me anytime.

Warm regards,

A handwritten signature in blue ink, appearing to read "Chris Grossie", is written over a light blue rectangular background.

Chris Grossie

SIEMENS SALES REPRESENTATIVE – LOUISIANA/MISSISSIPPI

**DOCUMENT 00301
PROPOSAL**

Date: 03/20/2023

To: Tupelo Water and Light
320 North Front Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to Tupelo Water & Light hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated January, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>BID PRICE EACH</u>	<u>TOTAL BID PRICE</u>
1	4	1200A 13 kV Power Circuit Breaker	\$ <u>35,242.00</u>	\$ <u>140,968.00</u>

DELIVERY:

Delivery Site: North Green Street Substation

Delivery Date: March 2024 45 weeks + 2 weeks transit time

An alternate Delivery Date of NA is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ NA is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be

unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
None	
_____	_____
_____	_____

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section

Associated with EXCEPTION

Description of Exception

16353 2.07.E 10

Provisions for travel recorder mounting
are not included in this proposal.

Please see Siemens proposal SF23459570 on pages 15 and 16.

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Siemens Industry, Inc.

BY: Carol Pineda TITLE: Application Engineer

MAILING ADDRESS: 7000 Siemens Road, DATE: 03/20/2023

Wendell, NC 27591 TELEPHONE: +1 (919) 758 6959

FAX: _____

STREET ADDRESS: 7000 Siemens Road, EMAIL: carol.pineda-oroSCO@siemens.com

Wendell, NC 27591

PRINCIPAL CONTACT: Carol Pineda TELEPHONE: +1 (919) 758 6959

EMAIL: carol.pineda-oroSCO@siemens.com

ALTERNATE CONTACT: Vaishnavi Kumar TELEPHONE: +1 919 607-4623

EMAIL: vaishnavi.kumar@siemens.com

END OF DOCUMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: April 12, 2023

SUBJECT: IN THE MATTER OF AWARD OF BID # 2023-016WL – PRIMARY TO
NORTHWEST SUBSTATION 46kV TRANSMISSION LINE POLE
CHANGEOUT **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, April 18, 2023:

Bid No. 2023-016WL – Primary to Northwest Substation 46kV Transmission Line Pole Changeout to the lowest qualified bid submitted by Service Electric Company in the amount of \$589,158.60 as recommended by Allen & Hoshall Engineers.

Minute Entry Sign Up Sheet

Date: 4/6/2023
Time: 2:00PM

Bid # 2023-016WL

Department: TW&L

2023-016WL PRIMARY TO NORTHWEST SUB 46KV POLE REPLACEMENT

Project:

Attendance

Company

Attendance	Company
Bobby Davidson	Allen & Heston
Guy Sherpelt	COT
Nala	the
Johnny Timmons	TWL
Stephen Reed	COT



April 07, 2023

Mr. Johnny Timmons, General Manager
Tupelo Water & Light
320 North Front Street
Tupelo, MS 38804

**Subject: Labor, Material, and Equipment Bid 2023-016WL
Tupelo Water & Light (TW&L)
Primary to Northwest Sub 46kV Transmission Line Pole Changeout
Tupelo, MS**

Dear Mr. Timmons:

After evaluation of the bids received, April 6, 2023, Allen & Hoshall recommends that TW&L accept the bid received from **Service Electric Company** in the amount of **\$589,158.60**. This bid amount includes Authorized Contract Amendments of \$30,000.00.

Bid summary is as follows:

Weaver Electric, Inc.	<u>\$ 686,426.00</u>
Service Electric Company	<u>\$ 589,158.60</u>
William E. Groves, dba Groves Electric Services	<u>\$ 677,729.37</u>

If there are any questions, please contact us.

Sincerely,

ALLEN & HOSHALL

Bobby Davidson
bdavidson@allenhoshall.com

Cc: Scott Burleson, Allen & Hoshall

\\AHMEM03\eu\Tupelo L&W\81987-Primary to NW 46kV Pole Replacement\Corr\Contractor Recom 04072023.docx

BID TABULATION
Tupelo Water & Light

04-06-2023

Primary to Northwest Sub 46kV Transmission Line Pole Changeout

2023-016 WL

<u>COR</u>	<u>CONTRACTOR</u>	<u>A1</u>	<u>TOTAL BID PRICE</u>	<u>BONDING</u>
	B & B Electric	<input type="checkbox"/>		
	Service Electric Company	<input type="checkbox"/>	<u>\$589,158.60 (Apparent Low Bidder)</u>	
	Grays Power Supply, LLC	<input type="checkbox"/>		
	Killen Contractors Inc.	<input type="checkbox"/>		
	Desoto County Electric Inc.	<input type="checkbox"/>		
	William E. Groves Const. Inc.	<input type="checkbox"/>	<u>\$677,729.37</u>	
	MDR Construction Inc	<input type="checkbox"/>		
	Weaver Electric	<input type="checkbox"/>	<u>\$686,426.00</u>	
	Southern Electric Corp. of MS	<input type="checkbox"/>		

DOCUMENT 00420
BIDDERS QUALIFICATION STATEMENT
 for
Primary to NW Sub 46kV Pole Change-Out, Bid-2023-016WL.

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization	Service Electric Company
Name of Individual	Jeff Hunt
Title	Vice President
Address	1631 East 25th Street
	Chattanooga, TN 37404
Telephone	423-265-3161
Email Address	jhunt@serviceelectricco.com

BUSINESS ORGANIZATION INFORMATION:

Check one: Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

5/23/2000 Delaware

b. List of Executive Officers

Name	Title
Chris Froehlich	President
Brian Imsand	Vice President
Jeff Hunt	Vice President

If Partnership:

a. Date and State of Organization

b. Name of Current General Partners

c. Type of Partnership:

General Publicly Traded Limited Other (describe):

If Joint Venture:

a. Date and State of Organization

b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk*)

If Sole Proprietorship:

a. Date and State of Organization

b. Name and Address of Owner or Owners

GENERAL BUSINESS INFORMATION:

1. Name of Surety Company and name, address, and phone number of agent.

Federal Insurance Company

Cheryl Husted - Agent 303-722-7776

2000 S. Colorado Blvd., Denver CO 80222

2. What is your approximate total bonding capacity?

- \$500,000 to \$2,000,000 \$2,000,000 to \$5,000,000
- \$5,000,000 to \$10,000,000 \$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec 1563? Yes No

If yes, show names and addresses of affiliated companies

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

Please visit our safety site at: <https://files.serviceelectricco.com/forms/safety/>

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank	<u>Bank of America</u>
Address	<u>700 Louisiana 7th Floor</u>
	<u>Houston, TX 77002</u>
Account Manager	<u>Angela Johnson</u>
Telephone	<u>888-715-1000 Ext.63003</u>

GENERAL PROJECT INFORMATION:

6. Value of Electric Utility Work completed during the last calendar year \$ 555,990,317
7. Value of all Work completed for the last calendar year \$ 563,609,737
8. Attach a Schedule A listing major Electric Utility projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Utility Work.
9. Attach a Schedule B listing current Electric Utility projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?
 Yes No
 If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
 Yes No
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?
 Yes No
 If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

MS # 07025-SC TN # 65991

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By:  _____

Title: Vice President

Dated: 4/4/2023

END of DOCUMENT



SERVICE ELECTRIC *Company*

Attachment A

1. EPB of Chattanooga
Kade Abed – VP of Field Operations
423-648-1372
46kV w/Underbuild Pole Change Out
2. Arkansas Electric Cooperative
Jeff McFadden – Manager
501-570-2200
69 kV Pole Change Out
3. Brownsville Energy Authority
Russ Stoots – General Manager
731-772-8845
161 kV w/Underbuild Pole Change



SERVICE ELECTRIC *Company*

Attachment B

1. Sequachee Valley Electric Cooperative

512 South Cedar Avenue
 South Pittsburg, TN 37380
 Mike Partin – President/CEO
mpartin@svalleyec.com
 423-837-8605

2. City of Dayton Electric Department

399 1st Avenue
 Dayton, TN 37321
 Steve Clift – Manager
sclift@daytontn.net
 423-775-1818

3. Fort Loudon Electric Cooperative

116 Tellico Port Road
 Vonore, TN 37885
 Chad Kirkpatrick – Vice President, Operations & Engineering
 877-353-2674 ext. 102

4. Volunteer Energy Cooperative

18359 Hwy 58 North
 Decatur, TN 37322
 Jason Dye -VP of Operations
jdye@vec.org
 423-334-1020

5. Knoxville Utilities Board

445 South Gay Street
 Knoxville, TN 37902
 Steve Proffit – Overhead Construction Manager
steveproffit@kub.org
 865-558-2631



A  QUANTA SERVICES COMPANY

PROPOSAL

Presented to:

**Tupelo
Water & Light**

**Primary to Northwest Sub 46 kV Pole
Change-Out**

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LABOR AND MATERIALS

FOR

Primary to Northwest Sub 46kV Line Pole Change-Out

TUPELO WATER & LIGHT
TUPELO, MISSISSIPPI



1661 INTERNATIONAL DRIVE
SUITE 100
MEMPHIS, TENNESSEE
38120

BID NO: 2023-016WL
JOB NO: 81987
DATE: March, 2023

ADDENDUM NO. 1

BID 2023-016WL

SPECIFICATIONS AND CONTRACT DOCUMENTS

LABOR AND MATERIAL
FOR
PRIMARY TO NORTHWEST SUBSTATION 46KV POLE REPLACEMENT

TUPELO WATER & LIGHT

LABOR & MATERIAL

MARCH 20, 2023

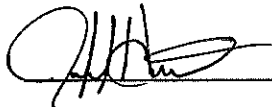
This addendum forms a part of the Contract Documents and modifies the original specifications, dated March 03, 2023 noted below. Acknowledge receipt of this Addendum by signing below and attaching to the Bid Documents. Failure to do so may subject bidder to disqualification.

Item No. 1: **Construction Drawing 1 of 9:** Replace Construction Drawing 1 of 9 with the attached Construction Drawing 1 of 9 with Revision 1. (Added Fiberglass Crossarm Note).

Notes of clarification:

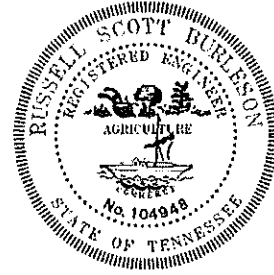
1. All crossarms for transmission and distribution shall be fiberglass. Transmission crossarms shall be heavy duty with 3000# minimum capacity. Distribution crossarms shall be standard duty with 2500# minimum capacity.

By:


Bidder: Service Electric CompanyDate: 3/20/2023

**DOCUMENT 00002
CERTIFICATIONS**

The Plans and Specifications covered by these Contract Documents were prepared under the supervision and direction of the undersigned Registered Engineers and/or Architects, whose seals are affixed below.



SIGNED COPY ON FILE 03/03/23

Russell Scott Burleson
Civil Engineer

END OF DOCUMENT

DOCUMENT 00300R1
BID FORM

Project Identification: **Primary to Northwest Sub 46kV Pole Change-Out**
Contract Identification: **2023-016WL**

This Bid is Submitted to (Name and Address of Owner):

Jennifer Shempert
City Purchasing Agent
City Hall
Post Office Box 1485/38802
71 East Troy Street/38804
Tupelo, Mississippi

This Bid is Submitted from (Contractor):

Service Electric Company
1631 East 25th Street
Chattanooga, TN 37404

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged, if no addenda received, insert "None"):

Number	Date
#1	3/20/2023
_____	_____
_____	_____

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the GENERAL CONDITIONS, and accepts the determination set forth in paragraph 4.2 of the GENERAL CONDITIONS of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the GENERAL CONDITIONS.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID SUMMARY

AUTHORIZED CONTRACT AMENDMENTS

(See Document 00700 - GENERAL CONDITIONS,
Document 00800 - SUPPLEMENTARY CONDITIONS,
and Section 01021 - CASH ALLOWANCES for
description of ACA.)

Thirty-Thousand Dollars Zero cents (\$30,000.00).

TOTAL BID PRICE

(Total of Total Unit Bid Prices (Base and Alternate) and Authorized Contract Amendments)

Five Hundred Eighty Nine Thousand One Hundred Fifty Eight Dollars .60 cents (\$ 589,158.60).

Unit Prices have been computed in accordance with paragraph 11.7 of the General Conditions.
BIDDER acknowledges that quantities are not guaranteed and final payment will be based on
actual quantities determined as provided in the Contract Documents.

6. SUBCONTRACTORS LIST

DESCRIPTION	COMPANY NAME	BUSINESS ADDRESS
Sod & Grass	Greenscape Services	

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N 60-H1S	2	EA	\$ 3,450.00	\$ 9,945.00	26,790.00
N 65-H1S	4	EA	\$ 4,140.00	\$ 10,475.00	58,460.00
N 70-H1S	3	EA	\$ 4,830.00	\$ 11,070.00	47,700.00
N 75-H1S	8	EA	\$ 5,865.00	\$ 9,015.00	119,040.00
N 80-H1S	1	EA	\$ 6,555.00	\$ 12,375.00	18,930.00
N C2.51L (C9-2)	5	EA	\$ 1,725.00	\$ 1,245.00	14,850.00
N C2.51LX (C9-2X)	1	EA	\$ 1,640.00	\$ 1,150.00	2,790.00
N C2.52 (C2-1)	1	EA	\$ 1,550.00	\$ 1,050.00	2,600.00
N C2.52L (C2-2)	1	EA	\$ 1,725.00	\$ 1,185.00	2,910.00
N C6.52	1	EA	\$ 3,105.00	\$ 1,300.00	4,405.00
N E1.1L (E1-3)	37	EA	\$ 300.00	\$ 125.00	15,725.00
N E1.4L (E2-3)	5	EA	\$ 690.00	\$ 160.00	4,250.00
N E1.5	41	EA	\$ 130.00	\$ 50.00	7,380.00
N E3-10	21	EA	\$ 25.00	\$ 5.00	630.00
N F2.12 (F1-4S)	3	EA	\$ 690.00	\$ 285.00	2,925.00
N TA-2H	10	EA	\$ 950.00	\$ 830.00	17,800.00
N TA-3H	2	EA	\$ 1,035.00	\$ 780.00	3,630.00
N H1.1 (M2-11)	18	EA	\$ 345.00	\$ 80.00	7,650.00
NTX TS-1	4	EA	2,585.00	2,320.00	19,620.00
NTX TS-1L	3	EA	3,020.00	2,400.00	16,260.00
NTX TS-3	4	EA	4,310.00	2,025.00	25,340.00
NTX TS-5	1	EA	8,620.00	4,245.00	12,865.00
NTX TSD-1	4	EA	4,310.00	3,250.00	30,240.00
NTX TSS-1L	3	EA	2,590.00	2,530.00	15,360.00
N 636 ACSR - GROSBEAK	120	LF	17.24	6.10	2,800.80
N 3/8" STATIC WIRE	40	LF	10.35	1.22	462.80
TRAFFIC CONTROL	1	LS	16,095.00	-	16,095.00
SODDING	500	SF	4.48	-	2,240.00
Total Installation					499,748.60

REMOVAL UNITS

81987

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R 55-2W	1	EA	\$ 860.00		\$ 860.00
R 60-1W	2	EA	\$ 905.00		\$ 1,810.00
R 60-H1W	1	EA	\$ 905.00		\$ 905.00
R 65-2W	4	EA	\$ 945.00		\$ 3,780.00
R 70-1W	2	EA	\$ 990.00		\$ 1,980.00
R 75-1W	4	EA	\$ 1,030.00		\$ 4,120.00
R 75-2W	2	EA	\$ 1,030.00		\$ 2,060.00
R 80-1W	1	EA	\$ 1,205.00		\$ 1,205.00
R C2.51L (C9-2)	6	EA	\$ 690.00		\$ 4,140.00
R C2.51LX (C9-2X)	1	EA	\$ 645.00		\$ 645.00
R C2.52L (C2-2)	1	EA	\$ 690.00		\$ 690.00
R C6.52	1	EA	\$ 1,375.00		\$ 1,375.00
R E1.1 (E1-2)	1	EA	\$ 155.00		\$ 155.00
R E1.1L (E1-3)	2	EA	\$ 170.00		\$ 340.00
R E1.2 (E3-3)	27	EA	\$ 430.00		\$ 11,610.00
R E1.4 (E2-2)	1	EA	\$ 345.00		\$ 345.00
R E1.5	2	EA	\$ 70.00		\$ 140.00
R E3-10	9	EA	\$ 25.00		\$ 225.00
R F2.10 (F1-3S)	1	EA	\$ 170.00		\$ 170.00
R F2.12 (F1-4S)	8	EA	\$ 170.00		\$ 1,360.00
R F2.8 (F1-2S)	1	EA	\$ 170.00		\$ 170.00
R TA-2H	5	EA	\$ 170.00		\$ 850.00
R H1.1 (M2-11)	16	EA	\$ 130.00		\$ 2,080.00
RTX TS-1	4	EA	\$ 860.00		\$ 3,440.00
RTX TS-1L	2	EA	\$ 860.00		\$ 1,720.00
RTX TS-3	4	EA	\$ 1,290.00		\$ 5,160.00
RTX TS-5	1	EA	\$ 1,375.00		\$ 1,375.00
RTX TSD-1	4	EA	\$ 1,030.00		\$ 4,120.00
RTX TSS-1L	3	EA	\$ 860.00		\$ 2,580.00

REMOVAL UNITS

81987

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
					-
Total Removal					59,410.00

SUMMARY			EXT. LAB & MAT
Installation			499,748.60
Removal			59,410.00
UNIT BID PRICE BASE BID			559,158.60
Authorized Contract Ammendments		\$	30,000.00
TOTAL BID PRICE		\$	589,158.60

- 7. Bidder agrees that the Work in **Base Bid** will be substantially complete on or before **October 4th, 2023** and completed and ready for final payment in accordance with paragraph 14.8 of the GENERAL CONDITIONS on or before **November 4th, 2023**.
- 8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- 9. The following documents are attached to and made a condition of this Bid:
 - (a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.
 - (b) Bidder's Qualification Statement, Document 00420. (Include in Separate Envelope)
 - (c) Drug-Free Workplace Affidavit, Document 00482.
 - (d) Equal Opportunity Provisions, Document 00820.
 - (e) Copies of Contractor's and Subcontractor's License Certificates, "Certificate of Responsibility".
- 10. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following address:

Principal Contact: Brian Imsand

Alternate Contact: Jeff Hunt

Phone Number: 423-265-3161

Fax: 423-490-7524

Mail Address: P.O. Box 3656
Chattanooga, TN 37404

Street Address: 1631 East 25th Street
Chattanooga, TN 37404

- 11. The terms used in this Bid which are defined in the GENERAL CONDITIONS or

Instructions will have the meanings assigned to them in the GENERAL CONDITIONS or Instructions.

Submitted on 4/6, 2023.

State Contractor License No. 07025-SC.

If Bidder is:

An Individual

_____(SEAL)
(Individual's Signature)

(Individual's Name - Print/Type)

doing business as: _____

Business address: _____

Phone No.: _____

A Partnership

_____(SEAL)
(Firm Name)

(Signature of General Partner)

(Print/Type)

Business address: _____

Phone No.: _____

A Corporation

Service Electric Company

(Corporation Name)

By: [Signature] Title: Vice President
(Signature of person authorized to sign)

Jeff Hunt

(Print/Type name of person authorized to sign)

(Corporate Seal)

Attest: [Signature]
(Secretary) WITNESS

Delaware

(State of incorporation)

Business address: 1631 East 25th Street

Chattanooga, TN 37404

Phone No.: 423-265-3161

A Joint Venture

_____ (SEAL)
(Joint Venture)

By: _____ By: _____
(Signature of Joint Venturer) (Signature of Joint Venturer)

(Address) (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

EXCEPTIONS in the Form of a Proposed Addendum to the Contract Agreement for

Primary to Northwest Substation 46kV Pole Replacement

by and Between

City of Tupelo ("Owner") and

SERVICE ELECTRIC Company ("Contractor")

Please note that these exceptions are negotiable. However, our company policies require that we identify and limit certain risks such as these listed in this Proposed Addendum.

If accepted, the following revisions to the above-referenced contract (the "Contract") are hereby incorporated by reference as if more fully set forth therein. Added language is in underlined italics; and language to be stricken is indicated using ~~strikeout~~ font:

GENERAL CONDITIONS – 0700

ARTICLE 4. LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.2 Physical Conditions

Add after 4.2f:

(g) Anything to the contrary notwithstanding, should concealed or unknown physical conditions be encountered in the performance of the Work, below the surface of the ground or in an existing structure, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, unless identified in the Contract Documents, the Contract Price and Contract time for performance shall be equitably adjusted by Change Order.

ARTICLE 5. BONDS AND INSURANCE

5.2 Contractor's Liability Insurance.

Change "comprehensive general liability" to "commercial general liability" throughout.

Revise the paragraph after (g) as follows:

The insurance required by this paragraph 5.2 shall include the specific coverages and be written for ~~not less than~~ the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused unless until at least thirty days' ~~prior~~ written notice has been given to the Owner and the Architect/Engineer by certified mail, in accordance with the relevant policy provisions. All such insurance shall remain in effect until final

payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with paragraph 13.6. In addition, the Contractor shall maintain such completed operations insurance for at least two years after final payment and furnish the Owner with evidence of continuation of such insurance at final payment and one year thereafter.

5.5 Property Insurance on the Work.

Add subsection (f):

(f) Additional Insured: Contractor will name the above-referenced parties as additional insureds, but only to the extent necessary to provide Owner with coverage for the indemnity obligations expressly assumed by Contractor under the Contract, it being the express intent and understanding of the parties that the insurance and indemnity obligations under this Contract are dependent upon one another and are not separate and distinct.

ARTICLE 6. CONTRACTOR'S RESPONSIBILITY

Revise 6.13 as follows:

6.13 Emergencies.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Architect/Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Architect/Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. ~~If the Architect/Engineer determines that a change in the Contract Documents is required because of the~~ action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations. *Contractor shall also have the right to seek change order relief therefor.*

6.16 Indemnification.

Revise 6.16(a) as follows:

(a) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer and their consultants, agents and employees, from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (ii) is only to the extent caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

Add the following clauses:

Waiver of Consequential Damages.

Notwithstanding any other provisions of this Agreement to the contrary, neither Owner nor Contractor shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Contractor's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality provisions; nor shall the limitation apply to Owner's liability, if any, for payment for termination without cause or suspension of Contractor without Contractor's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under this Contract, or (iii) a third-party beneficiary to this Agreement.

Contractor's Maximum Liability.

Other than with regard to third party claims indemnified hereunder by Contractor, notwithstanding anything in this Agreement or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, the maximum aggregate liability of Contractor and Contractor Indemnified Parties under this Agreement or the relevant Order, regardless of cause (whether in contract, tort, strict liability, or otherwise), shall not exceed in the aggregate an amount equal to (A) (with respect to losses covered by policies of insurance Contractor is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss, and (B) for claims as to which no such coverage is required (e.g., for ordinary breach of contract) the total amount of compensation paid to Contractor under or for this Agreement or the relevant Order.

ARTICLE 9. THE ARCHITECT/ENGINEER

9.8 Decisions on Disputes.

Revise 9.8(a) as follows:

(a) The Architect/Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to the Architect/Engineer in writing with a request for a formal decision in accordance with this paragraph, which the Architect/Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to the Architect/Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to the Architect/Engineer and the other party within sixty days after such occurrence unless the Architect/Engineer allows an additional

period of time to ascertain more accurate data in support of the claim. The written decision of the Architect/Engineer, with respect to any such dispute, claim, interpretation or other matter, shall be final and binding upon the Owner and the Contractor., subject to Contractor’s legal, equitable, administrative, and contractual dispute rights.

ARTICLE 14. PAYMENTS TO CONTRACTOR AND COMPLETION

14.10 Waiver of Claims.

Revise 14.10(b) as follows:

(b) A waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled, third-party claims which may be asserted after the date thereof, and those the basis of which Contractor was unaware, and of which Contractor could not have reasonably been aware;.

This Addendum is hereby agreed to as evidenced by the Parties’ duly authorized signatures below:

Owner - City of Tupelo


By: _____

Name:

Title:

Date:

Contractor – SERVICE ELECTRIC COMPANY

By: 

Name: Brian D. Imsand

Title: Vice President

Date: 3/30/2023



Surety O + 908.903.3485
202B Halls Mill Road, PO Box 1650 F + 908.903.3656
Whitehouse Station, NJ 08889-1650

Federal Insurance Company

Bid Bond Bond No. Bid Bond Amount \$ 5%

Know All Men By These Presents,

That we, Service Electric Company
1631 East 25th Street Chattanooga, TN 37404 (hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto


Tupelo Water & Light
71 East Troy Street Tupelo, MS 38804 (hereinafter called the Obligee),

in the sum of Five Percent of Amount Bid Dollars
(\$ 5%), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30th day of March, 2023

WHEREAS, the Principal has submitted a bid, dated April 6, 2023
for Primary to Northwest Sub 46kV Line Pole Change-Out

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

Service Electric Company
Principal
By: 



Federal Insurance Company
By: 
Cheryl M. Husted Attorney-in-Fact

Chubb. Insured.SM

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Cheryl M. Husted**

Surety Bond Number: Bid Bond

Obligee: Tupelo Water & Light

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 3rd day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 3rd day of January, 2022, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316665
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 30, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

DOCUMENT 00482 MS
DRUG-FREE WORKPLACE AFFIDAVIT
(must be attached to bid form upon submission)

STATE OF TENNESSEE
COUNTY OF HAMILTON

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

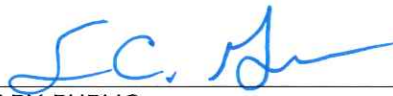
1. He/She is the principal officer for Service Electric Company;
(insert name and address of bidding entity)
2. That the bidding entity has submitted a bid to Tupelo Water & Light
(insert name of city, dept, project No.)
for the construction of Primary to NW Sub 46 kV Pole Change-Out;
(insert name of project)
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Miss. Code Ann. §71-7-1 through 71-7-33 (Rev. 1995);
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.


AFFIANT Jeff Hunt

SUBSCRIBED AND SWORN TO before me this 4th day of April, 20 23.




NOTARY PUBLIC

My commission expires: 7-12-2026

**SECTION 00820
EQUAL OPPORTUNITY PROVISIONS**

The Bidder represents that:

It has , does not have , 100 or more employees, and if it has, that

It has , has not , furnished the Equal Employment Opportunity - Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

The penalty for making false statements is prescribed in 18. U.S.C. 1001.

EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the Bidder agrees as follows:

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder 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, 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 Bidder agrees to post, in conspicuous places available to

employees and applicants for employment, notices to be provided setting forth the provision of this Equal Opportunity Clause.

- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Bidder 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 advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Bidder 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.
- (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Bidder's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further 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 the said Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Bidder will include this Equal Opportunity Clause 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 Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

END OF SECTION

State of Mississippi

BOARD OF CONTRACTORS

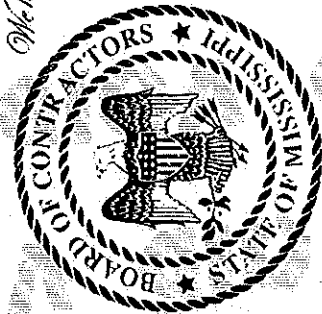
SERVICE ELECTRIC COMPANY
P.O. BOX 3656 ATTENTION: SHERRI GREEN
CHATTANOOGA, TN 37404

ACTIVE

is duly registered and entitled to perform

- 1) DISTRIBUTION LINES
- 2) ELECTRICAL SUBSTATIONS
- 3) TRANSMISSION LINES

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Apr., 2022



CERTIFICATE OF RESPONSIBILITY

No. 07025-SC

Expires Apr. 8, 2023

Joel A. Canell

CHAIRMAN OF THE BOARD

Submitted By:

Weaver Electric Inc.

C.O.R. 18960 - MC

8289 Canal Rd

Gulfport MS 39503

228-265-7740

4/6/2023 - 1:45

Sealed Bid

Tupelo Water and Light

Primary to Northwest Sub 46 KV

Transmission Line Pole Changeout

TW & L Bid # 2023-016WL

**DOCUMENT 00300R1
BID FORM**

Project Identification: Primary to Northwest Sub 46kV Pole Change-Out
Contract Identification: 2023-016WL

This Bid is Submitted to (Name and Address of Owner):

Jennifer Shempert
City Purchasing Agent
City Hall
Post Office Box 1485/38802
71 East Troy Street/38804
Tupelo, Mississippi

This Bid is Submitted from (Contractor):

Weaver Electric Inc
8289 Canal Rd
Gulfport MS 39503
C.O.R. 18960-MC

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged, if no addenda received, insert "None"):

Number	Date
<u>One</u>	<u>3/20/2023</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the GENERAL CONDITIONS, and accepts the determination set forth in paragraph 4.2 of the GENERAL CONDITIONS of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the GENERAL CONDITIONS.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID SUMMARY

-
4. **UNIT PRICE BID** - The BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):
5. **INSERT BID UNIT ITEMS FOLLOWING THIS PAGE (CONSIST OF 5 PAGES)**
- (a) Excel File "304Bid Form.xlsx" is provided to fill in bid prices.

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N 60-H1S	2	EA	\$ 6,385.00	\$ 9,042.00	30,854.00
N 65-H1S	4	EA	\$ 7,343.00	\$ 9,688.00	68,124.00
N 70-H1S	3	EA	\$ 8,444.00	\$ 10,402.00	56,538.00
N 75-H1S	8	EA	\$ 9,710.00	\$ 10,643.00	162,824.00
N 80-H1S	1	EA	\$ 11,167.00	\$ 11,397.00	22,564.00
N C2.51L (C9-2)	5	EA	\$ 840.00	\$ 1,378.00	11,090.00
N C2.51LX (C9-2X)	1	EA	\$ 840.00	\$ 1,273.00	2,113.00
N C2.52 (C2-1)	1	EA	\$ 840.00	\$ 1,163.00	2,003.00
N C2.52L (C2-2)	1	EA	\$ 920.00	\$ 1,310.00	2,230.00
N C6.52	1	EA	\$ 1,058.00	\$ 1,437.00	2,495.00
N E1.1L (E1-3)	37	EA	\$ 338.00	\$ 137.00	17,575.00
N E1.4L (E2-3)	5	EA	\$ 839.00	\$ 175.00	5,070.00
N E1.5	41	EA	\$ 85.00	\$ 59.00	5,904.00
N E3-10	21	EA	\$ 25.00	\$ 6.00	651.00
N F2.12 (F1-4S)	3	EA	\$ 325.00	\$ 318.00	1,929.00
N TA-2H	10	EA	\$ 375.00	\$ 920.00	12,950.00
N TA-3H	2	EA	\$ 431.00	\$ 863.00	2,588.00
N H1.1 (M2-11)	18	EA	\$ 185.00	\$ 89.00	4,932.00
NTX TS-1	4	EA	1,938.00	\$ 2,568.00	18,024.00
NTX TS-1L	3	EA	1,685.00	\$ 2,654.00	13,017.00
NTX TS-3	4	EA	2,932.00	\$ 2,240.00	20,688.00
NTX TS-5	1	EA	3,665.00	\$ 4,696.00	8,361.00
NTX TSD-1	4	EA	4,581.00	\$ 3,592.00	32,692.00
NTX TSS-1L	3	EA	1,854.00	\$ 2,801.00	13,965.00
N 636 ACSR - GROSBEAK	120	LF	21.00	\$ 7.00	3,360.00
N 3/8" STATIC WIRE	40	LF	15.00	\$ 1.00	640.00
TRAFFIC CONTROL	1	LS	12,000.00		12,000.00
SODDING	500	SF	5.00		2,000.00

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
Total Installation					537,181.00

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R 55-2W	1	EA	2,189.00		2,189.00
R 60-1W	2	EA	2,518.00		5,036.00
R 60-H1W	1	EA	2,895.00		2,895.00
R 65-2W	4	EA	3,329.00		13,316.00
R 70-1W	2	EA	3,828.00		7,656.00
R 75-1W	4	EA	4,402.00		17,608.00
R 75-2W	2	EA	5,062.00		10,124.00
R 80-1W	1	EA	5,821.00		5,821.00
R C2.51L (C9-2)	6	EA	520.00		3,120.00
R C2.51LX (C9-2X)	1	EA	520.00		520.00
R C2.52L (C2-2)	1	EA	610.00		610.00
R C6.52	1	EA	520.00		520.00
R E1.1 (E1-2)	1	EA	185.00		185.00
R E1.1L (E1-3)	2	EA	185.00		370.00
R E1.2 (E3-3)	27	EA	185.00		4,995.00
R E1.4 (E2-2)	1	EA	185.00		185.00
R E1.5	2	EA	85.00		170.00
R E3-10	9	EA	25.00		225.00
R F2.10 (F1-3S)	1	EA	255.00		255.00
R F2.12 (F1-4S)	8	EA	255.00		2,040.00
R F2.8 (F1-2S)	1	EA	255.00		255.00
R TA-2H	5	EA	338.00		1,690.00
R H1.1 (M2-11)	16	EA	85.00		1,360.00
RTX TS-1	4	EA	2,200.00		8,800.00
RTX TS-1L	2	EA	2,200.00		4,400.00
RTX TS-3	4	EA	1,800.00		7,200.00
RTX TS-5	1	EA	1,800.00		1,800.00
RTX TSD-1	4	EA	2,200.00		8,800.00

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
RTX TSS-1L	3	EA	2,200.00		6,600.00
					-
Total Removal					118,745.00

SUMMARY			EXT. LAB & MAT
Installation			537,181.00
Removal			118,745.00
UNIT BID PRICE BASE BID			655,926.00
Authorized Contract Ammendments			\$ 30,000.00
TOTAL BID PRICE			\$ 685,926.00

AUTHORIZED CONTRACT AMENDMENTS

(See Document 00700 - GENERAL CONDITIONS, Document 00800 - SUPPLEMENTARY CONDITIONS, and Section 01021 - CASH ALLOWANCES for description of ACA.)

Thirty-Thousand Dollars Zero cents (\$30,000.00).

TOTAL BID PRICE

(Total of Total Unit Bid Prices (Base and Alternate) and Authorized Contract Amendments)

Six Hundred Eighty Five Thousand Nine Hundred Twenty Six Six Dollars Zero cents (\$ 685,926.00).

Unit Prices have been computed in accordance with paragraph 11.7 of the General Conditions. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

6. SUBCONTRACTORS LIST

DESCRIPTION	COMPANY NAME	BUSINESS ADDRESS
N/A		

7. Bidder agrees that the Work in **Base Bid** will be substantially complete on or before **October 4th, 2023** and completed and ready for final payment in accordance with paragraph 14.8 of the GENERAL CONDITIONS on or before **November 4th, 2023**.
8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
9. The following documents are attached to and made a condition of this Bid:
 - (a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.
 - (b) Bidder's Qualification Statement, Document 00420. (Include in Separate Envelope)
 - (c) Drug-Free Workplace Affidavit, Document 00482.
 - (d) Equal Opportunity Provisions, Document 00820.
 - (e) Copies of Contractor's and Subcontractor's License Certificates, "Certificate of Responsibility".
10. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following address:

Principal Contact: Casey C. Weaver

Alternate Contact: Scott Smith

Phone Number: 228-265-7740

Fax: 228-265-7742

Mail Address: P.O. Box 7176
Gulfport MS 39506

Street Address: 8289 Canal Rd
Gulfport MS 39503

11. The terms used in this Bid which are defined in the GENERAL CONDITIONS or

Instructions will have the meanings assigned to them in the GENERAL CONDITIONS or Instructions.

Submitted on April 6, 2023.

State Contractor License No. 18960-MC.

If Bidder is:

An Individual

N/A

(Individual's Signature) (SEAL)

(Individual's Name - Print/Type)

doing business as: _____

Business address: _____

Phone No.: _____

A Partnership

N/A

(Firm Name) (SEAL)

(Signature of General Partner)

(Print/Type)

Business address: _____

Phone No.: _____

A Corporation

Weaver Electric Inc.

(Corporation Name)

030323

81987

By: _____
(Signature of person authorized to sign)

Title: President

Casey C. Weaver

_____ (Print name of person authorized to sign)



_____ (Corporate Seal)

Rachael Sawyer

Attest

_____ (Secretary)

Mississippi

_____ (State of incorporation)

Business address: 8289 Canal Rd

Gulfport MS 39503

Phone No.: 228-265-7740

A Joint Venture

N/A

_____ (SEAL)

_____ (Joint Venture)

By: _____
(Signature of Joint Venturer)

By: _____
(Signature of Joint Venturer)

_____ (Address)

_____ (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

DOCUMENT 00420
BIDDERS QUALIFICATION STATEMENT
 for
Primary to NW Sub 46kV Pole Change-Out, Bid-2023-016WL.

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization	<u>Weaver Electric Inc.</u>
Name of Individual	<u>Casey C. Weaver</u>
Title	<u>President</u>
Address	<u>8289 Canal Rd</u> <u>Gulfport MS 39503</u>
Telephone	<u>228-265-7740</u>
Email Address	<u>cweaver@weaverelectric.us</u>

BUSINESS ORGANIZATION INFORMATION:

Check one: Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

- a. Date and State of Incorporation
Incorporated 4/29/2011 in Mississippi
- b. List of Executive Officers
- | Name | Title |
|------------------------|----------------------------|
| <u>Casey C. Weaver</u> | <u>President</u> |
| <u>Jeremy Holland</u> | <u>Vice President</u> |
| <u>Rachael Sawyer</u> | <u>Corporate Secretary</u> |

If Partnership:

- a. Date and State of Organization N/A
- b. Name of Current General Partners
- _____
- _____
- c. Type of Partnership:
- General Publicly Traded Limited Other (describe):

If Joint Venture:

a. Date and State of Organization N/A

b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk*)

If Sole Proprietorship:

a. Date and State of Organization N/A

b. Name and Address of Owner or Owners

GENERAL BUSINESS INFORMATION:

1. Name of Surety Company and name, address, and phone number of agent.
Cadence Insurance Lisa Butler Bond Account Manager
2909 13th St, 4th Floor 228-563-6167
Gulfport MS 39501

2. What is your approximate total bonding capacity?
 \$500,000 to \$2,000,000 \$2,000,000 to \$5,000,000
 \$5,000,000 to \$10,000,000 \$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec 1563? Yes No
If yes, show names and addresses of affiliated companies

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.
Safety Program index attached
Full document available upon request

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank	<u>Cadence Bank</u>
Address	<u>2909 13th Street</u>
	<u>Gulfport MS 39501</u>
Account Manager	<u>Christopher L. Romano President</u>
Telephone	<u>228-214-4345</u>

GENERAL PROJECT INFORMATION:

6. Value of Electric Utility Work completed during the last calendar year \$ 2.5 Million Plus
7. Value of all Work completed for the last calendar year \$ 20 Million Plus
8. Attach a Schedule A listing major Electric Utility projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Utility Work.
9. Attach a Schedule B listing current Electric Utility projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?
 Yes No
 If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
 Yes No
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?
 Yes No
 If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

030323

81987

Mississippi 18960-MC. Alabama 51834, Arkansas 0432220623, Florida EC 13011838
Louisiana 7889256-002, North Carolina U.33173, Tennessee 12908883, Georgia EN218115
Texas - waiting on approval, License applied for

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: 
Casey C. Weaver

Title: President

Dated: 4/6/2023

END of DOCUMENT

DOCUMENT 00482 MS
DRUG-FREE WORKPLACE AFFIDAVIT
(must be attached to bid form upon submission)

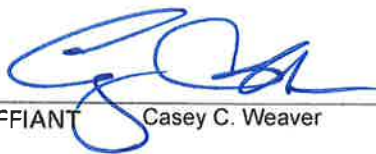
STATE OF MISSISSIPPI
COUNTY OF Harrison

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

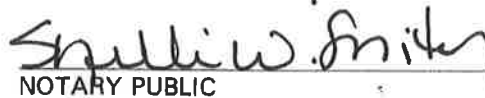
NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for Weaver Electric Inc;
(insert name and address of bidding entity)
2. That the bidding entity has submitted a bid to Tupelo Water and Light
(insert name of city, dept, project No.)
for the construction of Transmission Line pole changeout Project 81987;
(insert name of project)
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Miss. Code Ann. §71-7-1 through 71-7-33 (Rev. 1995);
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.


AFFIANT Casey C. Weaver

SUBSCRIBED AND SWORN TO before me this 6th day of April, 2023


NOTARY PUBLIC

My commission expires January 24, 2024




AIA Document A310™ – 2010
Bid Bond
CONTRACTOR:
(Name, legal status and address)

Weaver Electric, Inc.
P.O. Box 7176
Gulfport, MS 39506

SURETY:
(Name, legal status and principal place of business)

Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

OWNER:
(Name, legal status and address)

Tupelo Water & Light
P.O. Box 1485
Tupelo, MS 38802-1485

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.

BOND AMOUNT: **Five Percent (5%) of the Amount Bid-----**

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

Primary to Northwest Sub 46kV Pole Change-Out Bid No: 2023-016WL

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 **6th** day of **April**, 2023

Shelli W. Smith
(Witness)

Weaver Electric, Inc.
(Contractor as Principal)
[Signature]
(Title)



Ryan Anderson
(Witness)

Old Republic Surety Company
(Surety)
[Signature]
(Title)
Lisa R. Butler, Attorney-In-Fact
MS Resident Agent



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, F. ROSS BELL, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA,

JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, LESSIE R. ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER, TENORA POSEY of GULFPORT, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of February, 2023.

[Handwritten signature of Karen J. Haffner]

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

[Handwritten signature of Alan Pavlic]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of February, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Handwritten signature of Kathryn R. Pearson]

Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



87-0829

Signed and sealed at the City of Brookfield, WI this 6th day of April, 2023

[Handwritten signature of Karen J. Haffner]

Assistant Secretary

ORSC 22262 (3-06)



OVERHEAD AND UNDERGROUND DISTRIBUTION SERVICES

Schedule A - Similar Projects

Weaver Electric Inc. is a diversified electric company that offers a wide range of services in the distribution electric field. Our company is based on strong safety, quality and productive work.

Overhead Distribution:

Weaver Electric Inc. currently has contracts doing live line work as follows:

- New Construction
- Hi Way Projects (Widening)
- Pole Changeouts
- Reconducts
- System Reliability (recloser, cap banks, regulators)
- Scada Projects (LTE)
- Fuse Coordination
- Fiber Installation (splicing terminating)
- Storm Damage Restoration

Underground Distribution:

- Installation of primary, secondary and services (lay conduit and pull wire)
- Installation of pad mount transformers and pads (single phase and 3 phase)
- Terminate outdoor terminators, elbows, and secondary conductors in or on overhead transformers and meter boxes

Project References:

- **System Wide Distribution Overhead: Mississippi Power Company**
Contact: Robert Boyd rcboyd@southernco.com
Contract Value: \$3.0 million
Scope of Work: Overhead Distribution
Contract Completion Date: Until December 31, 2023

- **Duct bank high voltage component replacement Stennis: Edwards Electric Service, LLC**
Contact: Shawn Wright swright@edwards-electric.com
Contract Value: \$655,511.75
Scope of Work: 13kV Distribution Improvements
Contractor: Sub Contactor
Completion Date: March 11, 2023

- **Westlake Chemical 13kV Distribution Improvements: City of Aberdeen, MS**
Contact: Jeffrey Atwell jatwell@atwellandgent.com
Contract Value: \$724,596.00
Scope of Work: 13kV Distribution Improvements
Contractor: Prime
Completion Date: January 13, 2022

- **South West Point 13kV Distribution Improvements Phase II: City of West Point, MS**
Contact: Jeffrey Atwell jatwell@atwellandgent.com
Contract Value: \$299,818.00
Scope of Work: 13kV Distribution Improvements
Contractor: Prime
Completion Date: October 24, 2021

- **Medium Voltage and Utility Pole Installation: Weyerhaeuser Holden, LA**
Contact: Morrise Johnson morrise.johnson@weyerhaeuser.com
Contract Value: \$209,573.00
Scope of Work: Medium Voltage and Utility Pole Installation
Contractor: Prime
Completion Date: December 31, 2021

- **Gentilly Primary Upgrades: CSX Transportation, Inc.**⁸²²
Contact: Francisco Barreto-Maldonado francisco_barreto-maldonado@csx.com
Contract Value: \$962,298.00
Scope of Work: Power Distribution System Upgrade
Contractor: Prime
Completion Date: May 31, 2020

- **Pole Line Installation: Weyerhaeuser NR Company**
Contact: David Robbins david.robbins@weyerhaeuser.com
Contract Value: \$380,687.04
Scope of Work: High Voltage Overhead Pole Line Installation
Contractor: Prime
Completion Date: June 8, 2020

- **Install Overhead Utility Line: Stennis Space Center, MS**
Contact: Clayton Brown clayton.i.brown@nasa.gov
Contract Value: \$289,405.00
Scope of Work: Install Overhead Utility Line
Contractor: Prime
Completion Date: December 11, 2019

- **High Voltage Overhead Pole Line Installation: Weyerhaeuser Holden, LA**
Contact: Morrise Johnson morrise.johnson@weyerhaeuser.com
Contract Value: \$308,968.00
Scope of Work: High Voltage Overhead Pole Line Installation
Contractor: Prime
Completion Date: October 23, 2020

Weaver Electric Inc.

Mailing
P.O. Box 7176
Gulfport, MS 39506

Physical
8289 Canal Road
Gulfport, MS 39501

228.265.7740 Phone
228.265.7742 Fax

www.weaverelectric.us

SAFETY HANDBOOK

Safety Program Cover and Index
Submitted as Reference

Full Document available on request

3.2.2018

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STATEMENT OF SAFETY POLICY

Weaver Electric Inc. is dedicated to providing a safe and healthy work environment at our jobsites, offices, shop facilities, our yard...wherever our employees work. We are committed to the safety of all employees on the project(s) that we undertake. This commitment is made for the benefit of our employees, the project owner, all employees working on the project, sub-contractors, independent contractors, and visitors. Any companies working on a Weaver Electric project shall follow operating practices that will safeguard employees, the public, owner, and Weaver Electric.

We believe that all accidents are preventable. Accidents are prevented by the safety effort of all employees. Therefore, we require all persons working on our projects to make every effort to prevent accidents and comply with all established safety and health laws and regulations. We have established minimum safety requirements for jobsites and workplaces – we expect all to abide by the Weaver Electric’s Safety Policy. In the event that our rules conflict with other company rules, then the most stringent shall apply.

Weaver Electric’s management is committed to maintaining employee safety on our projects. Accidents, unsafe conditions, and unsafe acts jeopardize both employee and employer resources. Injuries and illness result in discomfort, inconvenience, and possibly reduced income for the employee. Injured employees suffer needlessly and may encounter pain that could have been prevented. Costs to the employer include direct expenses such as employees’ compensation premiums, damaged equipment or materials, medical, and indirect expenses such as loss of production, reduced efficiency, employee morale problems, having to use inexperienced replacement employees, quality issues, etc. These indirect costs are reported to cost 4-8 times more than the insured costs of an accident. Weaver Electric Inc. will, to the best of our ability, provide tools, training, equipment, and materials necessary for a safe and healthy work place. We are committed to maintaining safe and healthful working conditions to the greatest extent possible on our projects.

The cooperation of all is mandatory.

Casey C. Weaver, Owner

State of Mississippi

BOARD OF CONTRACTORS

WEAVER ELECTRIC INCORPORATED
P.O. BOX 7176
GULFBPORT, MS 39506-7176

ACTIVE

is duly registered and entitled to perform

ELECTRICAL WORK



We have hereto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 13 day of Apr., 2024.

CERTIFICATE OF RESPONSIBILITY

No. 18960-MC

Expires Apr. 13, 2024

Joel A. Cavell,

CHAIRMAN OF THE BOARD

DOCUMENT 00420
BIDDERS QUALIFICATION STATEMENT
for
Primary to NW Sub 46kV Pole Change-Out, Bid-2023-016WL.

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization William E. Groves Construction, LLC dba Groves Electrical Services
Name of Individual John Mark Morris
Title Vice President of Operations
Address 3135 Grapevine Road
Madisonville, KY 42431
Telephone 270-825-1437
Email Address jmorris@wegroves.com

BUSINESS ORGANIZATION INFORMATION:

Check one: Corporation Partnership Joint Venture Sole Proprietorship

If Corporation: (Limited Liability Company)

a. Date and State of Incorporation

January 1, 1972 - KY

b. List of Executive Officers

Name	Title
William J. Groves	Chief Executive Officer
Andrew K. Bachman	President
Claudia Santos	Assistant Secretary

If Partnership:

a. Date and State of Organization

b. Name of Current General Partners

c. Type of Partnership:

General Publicly Traded Limited Other (describe):

If Joint Venture:

a. Date and State of Organization

b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk *)

If Sole Proprietorship:

a. Date and State of Organization

b. Name and Address of Owner or Owners

GENERAL BUSINESS INFORMATION:

1. Name of Surety Company and name, address, and phone number of agent.

Surety Company: Federal Insurance Company
Agent: Willis Towers Watson Insurance Services West, Inc.
2000 S. Colorado Blvd, Denver, CO 80222

2. What is your approximate total bonding capacity?

- \$500,000 to \$2,000,000 \$2,000,000 to \$5,000,000
- \$5,000,000 to \$10,000,000 \$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec 1563? Yes No

If yes, show names and addresses of affiliated companies

Quanta Services, Inc.
2800 Post Oak Blvd, #2600, Houston, TX 77056

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

Please see attached Safety Program

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank Bank of America
 Address 540 W. Madison St
Chicago, IL 60661
 Account Manager Rosa Villanueva
 Telephone 888-715-1000

GENERAL PROJECT INFORMATION:

6. Value of Electric Utility Work completed during the last calendar year \$ 70 Million
7. Value of all Work completed for the last calendar year \$ 70 Million
8. Attach a Schedule A listing major Electric Utility projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Utility Work.
9. Attach a Schedule B listing current Electric Utility projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?
 Yes No
 If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
 Yes No
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?
 Yes No
 If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

030323

81987

Mississippi (NO. 11847-MC), Kentucky (CE64457), Tennessee (25393 CE Unlimited)

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: 
John Mark Morris

Title: Vice President of Operations

Dated: 04/06/2023

END of DOCUMENT



— ELECTRICAL SERVICES —

A QUANTA SERVICES COMPANY

Safety Program 2023

All new employees of Groves Electrical Services receive the following safety training:

1. Receive Groves Electrical Services Safety Manual – review by Safety Coordinator.
2. During a five-day training session the new employee is introduced to the work environment and the following training requirements are met:

a. Head protection	b. Eye protection
c. Fall protection	d. Foot protection
e. Hand protection	f. Hearing protection
g. Flame retardant clothing	h. Hazard communication
i. Lock-out Tag-out	j. Bloodborne pathogens
k. Confined space entry	l. Forklift safety
m. Fire Extinguisher use	n. Excavation Safety
o. NFPA 70E Standard	p. Flagging Certification
q. Defensive Driving	r. Vehicle inspections
s. Chainsaw Safety	t. Red Cross 1 st Aid/ CPR cert.
u. Grounding Procedures	v. Equi-Potential grounding
w. OSHA 10 Hour cert.	
3. All employees have the opportunity to receive MSHA 24 hour safety training along with an 8-hour annual refresher and required annual retraining on all items in #2 above. Crew foreman documents all new task training specific to the job.
4. Documented daily Pre-job briefing and weekly tailgate safety meetings held by crew foreman discussing safety topics, recent accidents and near misses.
5. Weekly safety audit conducted by Safety Coordinator discussing ways to prevent future accidents and updating new OSHA/MSHA information.
6. Two annual company safety meetings – The following training is documented:
 - a. Pole-top and bucket rescue
 - b. Accident prevention
 - c. Set safety goals for this year and discuss results of last year.
7. Safety Coordinator performs bi-annual Red Cross 1st Aid/CPR certification.





SCHEDULE A / SCHEDULE B

KENERGY CORPORATION	\$205,669.10		
KENERGY CORPORATION	\$55,777.85		
KENERGY CORPORATION	\$76,316.54		
KENERGY CORPORATION	\$17,533.51		
KENERGY CORPORATION	\$66,598.49		
KENERGY CORPORATION	\$101,912.09		
KENERGY CORPORATION	\$212,435.98	Rob Stumph	270-860-6755
KENTUCKY UTILITIES	\$688,327.81		
KENTUCKY UTILITIES	\$785,724.66		
KENTUCKY UTILITIES	\$466,121.41		
KENTUCKY UTILITIES	\$650,671.51	Mike Scott	859-367-1371
LG&E	\$477,595.70		
LG&E	\$501,316.68		
LG&E	\$467,233.12		
LG&E	\$127,608.21		
LG&E	\$308,168.75		
LG&E	\$507,480.51	Mike Scott	859-367-1371
BIG RIVERS ELECTRIC CORP	\$240,597.00		
BIG RIVERS ELECTRIC CORP	\$2,677,236.20		
BIG RIVERS ELECTRIC CORP	\$4,214,397.46	Kristy Reed	270-442-7321
TRI-COUNTY ELECTRIC	\$2,622,953.00	Jim Beacham	615-666-2111

The above listings represent a sampling of past and present work for long term contract business partners.

State of Mississippi BOARD OF CONTRACTORS

ACTIVE WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES
ELECTRICAL SERVICES
P.O. BOX 1205
MADISONVILLE, KY 42431

is duly registered and entitled to perform
ELECTRICAL WORK



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 26 day of Jul., 2022

CERTIFICATE OF RESPONSIBILITY
No. 11847-MC
Expires Jul. 26, 2023

Joel A. Canell
CHAIRMAN OF THE BOARD



— ELECTRICAL SERVICES —

A QUANTA SERVICES COMPANY

LABOR AND MATERIALS FOR
PRIMARY TO NORTHWEST SUB 46KV
LINE POLE CHANGE-OUT
BID 2023-016WL

Tupelo Water and Light
Tupelo City Hall
71 East Troy Street
Tax Office
Attn: Jennifer Shempert
Tupelo, MS 38804

Bid Due: April 6, 2023 @ 2:00 p.m. (CST)

BIDDER:

William E. Groves Construction, LLC d/b/a
Groves Electrical Services
3135 Grapevine Road
Madisonville, KY 42431
270-825-1437

Electrical Business Contractor (No. 11847-MC)

hmackey@wegroves.com

jashby@wegroves.com

jmorris@wegroves.com



Table of Contents

1. Letter from Groves Electrical Services
2. Bid Bond
3. Bid Form
4. Pricing Sheets
5. Drug-Free Workplace Affidavit
6. Equal Opportunity Provision
7. Contractor License
8. Bidder's Qualification Statement (separate from proposal per RFP requirements)





— ELECTRICAL SERVICES —

A QUANTA SERVICES COMPANY

April 6th, 2023

Traci Dillard
Tupelo Water and Light
71 East Troy St
Tupelo, MS 38804

RE: WL Primary to Northwest Sub 46KV Transmission Line Pole Changeout

Traci Dillard,

Thank you for inviting William E. Groves Construction, LLC DBA Groves Electrical Services, to provide pricing for the above referenced project.

Per your requested proposal requirements, please find our clarifications and required documentation below and attached:

- This bid/proposal and any contract awarded as a result is expressly conditioned upon the negotiation of mutually acceptable terms and conditions, such as those indicated by the enclosed proposed addendum to Contract.
- Material delivery lead times are 26 weeks. The November 4th, 2023 completion date will need to be extended for the delayed delivery dates.
- Material will not be ordered until a completed contract is in place if Groves is awarded the project.
- Pricing is based on the unit sheet prices in the bid documents.
- Pricing is contingent on line outages. Any delays due to the re-energizing of lines will be billed at hourly rates.
- Extension of project schedule completion date will be required if delivery of material is delayed.
- Any delays or additional mobilizations and demobilizations for any reason beyond our control will be charged our existing hourly rates.
- All permits for highway, interstate and railroad crossings will be the responsibility of Tupelo Water and Light.
- Weather delays will be expected to be given back 1 for 1.
- Tupelo Water and Light must specify any material they want reclaimed from old structures before construction begins.
- Tupelo Water and Light will supply our crew with a secure area to stage equipment and material during construction.
- Any delays due to engineering will be charged at our hourly rates.

Thank you for the opportunity, we are looking forward to further discussions with you.

Sincerely,
Heath Mackey
Project Manager
William E. Groves Construction, LLC



**EXCEPTIONS in the Form of a Proposed ADDENDUM to the
Contract for Primary to Northwest Sub 46kV Line Pole Change-Out By and Between**

TUPELO WATER & LIGHT ("Owner"), Tupelo, MS and

WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES ELECTRICAL SERVICES ("Contractor" / "Bidder")

The following language is hereby incorporated into the Agreement by reference as if more fully set forth therein. Newly added blocks of text are indicated by *italicized text*; language added to existing text is indicated via underlined italics or blocks of *italics*; and language to be stricken is indicated using ~~strikeout~~ font:

Additional Language Hereby Incorporated Into the Contract

Waiver of Certain Damages: *Notwithstanding any other provisions of this Agreement to the contrary, neither Owner nor Contractor shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Contractor's willful misconduct and/or breach of confidentiality provisions; nor shall the limitation apply to Owner's liability, if any, for payment for termination without cause or suspension of Contractor without Contractor's fault.*

Overall Liability Cap: *Notwithstanding anything in this Agreement, any Order, or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, Contractor's maximum aggregate liability hereunder or with respect to any Order or the subject matter thereof, regardless of cause (whether in contract, tort, strict liability, or otherwise), other than third-party claims indemnified by Contractor hereunder, shall not exceed in the aggregate an amount equal to the lesser of (A) the total amount of compensation paid to Contractor hereunder or for the Order; and (B) (with respect to losses covered by policies of insurance Contractor is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss.*

Indemnity: *Contractor shall have no obligation nor liability whatsoever to indemnify, defend, nor hold harmless any person, except to the extent of the fault or negligence of Contractor (and/or its subcontractors) in and during the performance of the Work.*

Contractor will defend Owner in the first instance against all of the claims referenced herein, for which Contractor owes Owner a duty of indemnity hereunder, provided that to the extent Contractor is found, by adjudication, arbitration, or mutual agreement, to be not in fact responsible under the terms and conditions of this Agreement or otherwise for the relevant Claim(s), due to the proportional partial or

WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES ELECTRICAL SERVICES /
TUPELO LIGHT & WATER
Addendum to Contract for Primary to Northwest Sub 46kV Pole Change-Out

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sole fault of any person(s) indemnified by Contractor, Owner will proportionally reimburse the defense costs incurred by Contractor in proportion thereto, plus 15% of such amount towards Contractor's administrative costs and cost of money and Owner shall promptly pay all judgments, awards, settlement agreement payments, fines, and penalties in the proportion for which it is (and/or any such indemnitees are) so determined liable (or indemnify Contractor against same in a manner reasonably satisfactory to Contractor).

Insurance: With regard to any required additional insureds, additional Insured status shall be provided pursuant and subject to ISO Endorsement Form CG 20 10 04 13 and/or CG 20 37 04 13 or equivalent forms for policies other than Commercial General Liability; and only to the extent of Contractor's negligence in and during the performance of Work, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Contractor under this Agreement, it being the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct

Commented [BG1]: Unless the scope of adding our customer / other parties as an additional insured(s) is limited, they may be able to claim the full extent of our insurance coverage, independently of (and in addition to) our obligations under the agreement. While it is reasonable to expect our customers to require us to insure the indemnity obligations we have agreed to in the relevant contract, it is unreasonable to require us to insure their obligations beyond those we have specifically agreed to. We respectfully submit that we should not be acting as our customers' – nor any third party's - insurer for risks we do not assume under the contract.

Any requisite levels of coverage shall be construed as exact amounts (i.e.; "\$1M per Occurrence and Aggregate), as opposed to "minimums", "not less than" levels, or levels of "at least" a stated amount.

Commented [BG2]: We routinely object to vague terms such as "minimum," "at least," and "no less than." Courts have interpreted such language as giving certain persons (including additional insureds) access to the entire insurance tower over and above the stated amount. We are happy to provide coverage for the stated limits. We are not eager to open our entire insurance tower up to any customer. If it is Owner's intent to require insurance above and beyond the limits required under the contract, we can discuss pricing insurance with higher limits.

Hazardous Materials: Anything to the contrary notwithstanding, Contractor shall have no liability for any hazardous material not introduced to the Work location by it, and Owner shall indemnify, defend and hold harmless Contractor for any claims or liabilities arising from preexisting or latent hazardous material, except to the extent Contractor negligently or willfully exacerbates same and fails to take action to mitigate any resultant damage.

Liens: The validity and enforceability of any and all lien waivers, releases, claim waiver, or any similar document provided by Contractor are conditioned upon Contractor's receipt of funds from Owner with respect to the payment at issue, and all claim waivers, releases or any similar document provided by Contractor shall be limited to waiving and releasing Contractor's and its subcontractors' and vendors' claim(s) for payment only, notwithstanding contrary or inconsistent terms contained in such waiver or release.

Warranty:

Contractor's warranty for workmanship and materials, if any, shall extend one (1) year from substantial completion of Contractor's Work (or the earlier termination of this contract); and in addition, with regard to defects and non-conformances corrected pursuant thereto, Contractor's warranty term shall extend one (1) year from the date of repair; however, in no event shall Contractor's foregoing warranty, nor any warranty obligations of Contractor under this Agreement, extend for more than two (2) years from Substantial Completion of its Work (or the earlier termination of this Agreement).

THE EXPRESS WARRANTIES OF CONTRACTOR SET FORTH IN CONTRACTOR'S PROPOSAL ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF

WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES ELECTRICAL SERVICES / TUPELO LIGHT & WATER

Addendum to Contract for Primary to Northwest Sub 46kV Pole Change-Out

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TRADE), AND CONTRACTOR HEREBY DISCLAIMS, AND OWNER HEREBY WAIVES, ANY AND ALL SUCH OTHER WARRANTIES. THE WARRANTY COVERAGE SET FORTH IN CONTRACTOR'S PROPOSAL IS THE SOLE AND EXCLUSIVE REMEDY BY OWNER FOR CLAIMS RELATED TO AND ARISING FROM DEFECTIVE WORK.

EXCEPT TO THE EXTENT CONTRACTOR IS PERFORMING DESIGN-ENGINEERING WORK HEREUNDER, CONTRACTOR SHALL HAVE NO LIABILITY TRADITIONALLY NOR CUSTOMARILY FAILING TO ENGINEERS, SUCH AS GUARANTYING FITNESS FOR USE, NOR PERFORMANCE TO SPECIFICATION, ETC..

CONTRACTOR IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY ALLEGED BREACH OF THE WARRANTIES GIVEN IN THIS AGREEMENT TO THE EXTENT CAUSED BY OR ARISING OUT OF:

- (a) ORDINARY WEAR AND TEAR IN THE OPERATION OF THE PROJECT;
- (b) ALTERATIONS OR REPAIRS CARRIED OUT BY PERSONS NOT AUTHORIZED BY CONTRACTOR;
- (c) SERVICES PROVIDED BY, OR THE USE OF MATERIALS, EQUIPMENT, LAYOUTS OR DESIGNS SUPPLIED OR REQUIRED BY, ANY PARTY OTHER THAN CONTRACTOR, ITS SUBCONTRACTORS OR SUPPLIERS UNLESS APPROVED BY CONTRACTOR IN WRITING; OR
- (d) A FORCE MAJEURE EVENT; OR
- (e) OWNER'S FAILURE TO MAINTAIN THE PROJECT OR ANY PART THEREOF.

Anything to the contrary notwithstanding, to the extent that Contractor is required by the specifications, or by the written direction of Company or a person indemnified hereunder by Contractor, to construct, fabricate or otherwise provide the infringing design, apparatus or, article, Contractor's Products, Services, or Work Product, then Contractor makes no warranties and shall not be responsible to indemnify and/or hold harmless and/or defend Company or any other person from any intellectual property infringement or other intellectual property claims, nor to pay or reimburse any Claim Expenses, settlement, or judgment. additionally, to said extent, Company shall indemnify, hold harmless, and defend Contractor from any such claims.

This Addendum is hereby agreed to as evidenced by the Parties' duly authorized signatures below:

Owner- TUPELO LIGHT & WATER

By: _____
Name:
Title:
Date:

Contractor / Bidder – WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES ELECTRICAL SERVICES

By: _____
Name:
Title:
Date:

WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES ELECTRICAL SERVICES /
TUPELO LIGHT & WATER

Addendum to Contract for Primary to Northwest Sub 46kV Pole Change-Out



Surety O + 908.903.3485
202B Halls Mill Road, PO Box 1650 F + 908.903.3656
Whitehouse Station, NJ 08889-1650

Federal Insurance Company

Bid Bond Bond No. Bid Bond Amount \$ 5%

Know All Men By These Presents,

That we, William E. Groves Construction, LLC dba Groves Electrical Services
3135 Grapevine Road Madisonville, KY 42431 (hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Tupelo Water & Light (hereinafter called the Obligee),
P.O. Box 1485 Tupelo, MS 38802

in the sum of Five Percent of Amount Bid Dollars
(\$ 5%), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of March, 2023

WHEREAS, the Principal has submitted a bid, dated April 6, 2023
for Primary to Northwest Sub 46kV Line Pole Change-Out

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

William E. Groves Construction, LLC dba Groves Electrical Services
Principal

By: [Signature]



Federal Insurance Company
By: [Signature]
Cheryl M. Husted Attorney-in-Fact

Chubb. Insured.SM

CHUBB® Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Cheryl M. Husted

Surety Bond Number: Bid Bond
Obligee: City of Tupelo Water & Light

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 3rd day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 3rd day of January, 2022, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 28, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**DOCUMENT 00300R1
BID FORM**

Project Identification: Primary to Northwest Sub 46kV Pole Change-Out
Contract Identification: 2023-016WL

This Bid is Submitted to (Name and Address of Owner):

Jennifer Shempert
City Purchasing Agent
City Hall
Post Office Box 1485/38802
71 East Troy Street/38804
Tupelo, Mississippi

This Bid is Submitted from (Contractor):

William E. Groves Construction, LLC dba Groves Electrical Services
3135 Grapevine Rd
Madisonville, KY 42431
Phone: 270-825-1437

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents. *This bid/proposal and any contract awarded as a result is expressly conditioned upon the negotiation of mutually acceptable terms and conditions, such as those indicated by the enclosed proposed addendum to Contract.*
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged, if no addenda received, insert "None"):

Number	Date
<u>1</u>	<u>03/20/2023</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the GENERAL CONDITIONS, and accepts the determination set forth in paragraph 4.2 of the GENERAL CONDITIONS of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the GENERAL CONDITIONS.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid: Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID SUMMARY

4. **UNIT PRICE BID** - The BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

5. **INSERT BID UNIT ITEMS FOLLOWING THIS PAGE (CONSIST OF 5 PAGES)**

(a) Excel File "304Bid Form.xlsx" is provided to fill in bid prices.

AUTHORIZED CONTRACT AMENDMENTS

(See Document 00700 - GENERAL CONDITIONS,
Document 00800 - SUPPLEMENTARY CONDITIONS,
and Section 01021 - CASH ALLOWANCES for
description of ACA.)

Thirty-Thousand Dollars Zero cents (\$30,000.00).

TOTAL BID PRICE

(Total of Total Unit Bid Prices (Base and Alternate) and Authorized Contract Amendments)

Six Hundred Seventy-Seven Thousand
Seven Hundred Twenty-Nine Dollars 24/100 cents (\$ 677,729.24).

Unit Prices have been computed in accordance with paragraph 11.7 of the General Conditions.
BIDDER acknowledges that quantities are not guaranteed and final payment will be based on
actual quantities determined as provided in the Contract Documents.

6. SUBCONTRACTORS LIST

DESCRIPTION	COMPANY NAME	BUSINESS ADDRESS
None		

- 7. Bidder agrees that the Work in **Base Bid** will be substantially complete on or before **October 4th, 2023** and completed and ready for final payment in accordance with paragraph 14.8 of the GENERAL CONDITIONS on or before **November 4th, 2023**.
- 8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- 9. The following documents are attached to and made a condition of this Bid:
 - (a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.
 - (b) Bidder's Qualification Statement, Document 00420. (Include in Separate Envelope)
 - (c) Drug-Free Workplace Affidavit, Document 00482.
 - (d) Equal Opportunity Provisions, Document 00820.
 - (e) Copies of Contractor's and Subcontractor's License Certificates, "Certificate of Responsibility".
- 10. Communications concerning this Bid shall be addressed to:
 The address of Bidder indicated below.
 The following address:
 Principal Contact: Heath Mackey, Project Manager
 Alternate Contact: John Mark Morris, Vice President of Operations
 Phone Number: 270-825-1437
 Fax: 270-825-1485
 Mail Address: PO Box 1205
 Madisonville, KY 42431
 Street Address: 3135 Grapevine Rd
 Madisonville, KY 42431
- 11. The terms used in this Bid which are defined in the GENERAL CONDITIONS or

Instructions will have the meanings assigned to them in the GENERAL CONDITIONS or Instructions.

Submitted on April 6, 2023.

State Contractor License No. No. 11847-MC.

If Bidder is:

An Individual

(Individual's Signature) (SEAL)

(Individual's Name - Print/Type)

doing business as: _____

Business address: _____

Phone No.: _____

A Partnership

(Firm Name) (SEAL)

(Signature of General Partner)

(Print/Type)

Business address: _____

Phone No.: _____

A Corporation (a Limited Liability Company)

William E. Groves Construction, LLC dba Groves Electrical Services
(Corporation Name)

By: John Mark Morris Title: Vice President of Operations
(Signature of person authorized to sign)

John Mark Morris
(Print/Type name of person authorized to sign)

(Corporate Seal)

Attest: Traci Burns
(Secretary)

KY
(State of incorporation)

Business address: 3135 Grapevine Rd

Madisonville, KY 42431

Phone No.: 270-825-1437

A Joint Venture

(Joint Venture) (SEAL)

By: _____ By: _____
(Signature of Joint Venturer) (Signature of Joint Venturer)

(Address) (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

ADDENDUM NO. 1

BID 2023-016WL

SPECIFICATIONS AND CONTRACT DOCUMENTS

**LABOR AND MATERIAL
FOR**

PRIMARY TO NORTHWEST SUBSTATION 46KV POLE REPLACEMENT

TUPELO WATER & LIGHT

LABOR & MATERIAL

MARCH 20, 2023

This addendum forms a part of the Contract Documents and modifies the original specifications, dated March 03, 2023 noted below. Acknowledge receipt of this Addendum by signing below and attaching to the Bid Documents. Failure to do so may subject bidder to disqualification.

Item No. 1: Construction Drawing 1 of 9: Replace Construction Drawing 1 of 9 with the attached Construction Drawing 1 of 9 with Revision 1. (Added Fiberglass Crossarm Note).

Notes of clarification:

- 1. All crossarms for transmission and distribution shall be fiberglass. Transmission crossarms shall be heavy duty with 3000# minimum capacity. Distribution crossarms shall be standard duty with 2500# minimum capacity.

By: *David Mackay*

Bidder: *Graves Electrical Services* Date: *3/20/23*

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N 60-H1S	2	EA	\$ 10,500.00	\$ 11,404.40	43,808.80
N 65-H1S	4	EA	\$ 10,500.00	\$ 12,012.00	90,048.00
N 70-H1S	3	EA	\$ 11,500.00	\$ 12,695.20	72,585.60
N 75-H1S	8	EA	\$ 11,500.00	\$ 10,340.40	174,723.20
N 80-H1S	1	EA	\$ 12,000.00	\$ 14,190.40	26,190.40
N C2.51L (C9-2)	5	EA	\$ 800.00	\$ 1,428.49	11,142.45
N C2.51LX (C9-2X)	1	EA	\$ 800.00	\$ 1,319.64	2,119.64
N C2.52 (C2-1)	1	EA	\$ 800.00	\$ 1,205.29	2,005.29
N C2.52L (C2-2)	1	EA	\$ 900.00	\$ 1,358.17	2,258.17
N C6.52	1	EA	\$ 2,700.00	\$ 1,489.60	4,189.60
N E1.1L (E1-3)	37	EA	\$ 175.00	\$ 141.78	11,720.79
N E1.4L (E2-3)	5	EA	\$ 175.00	\$ 181.30	1,781.50
N E1.5	41	EA	\$ 125.00	\$ 60.90	7,621.90
N E3-10	21	EA	\$ 50.00	\$ 7.00	1,197.00
N F2.12 (F1-4S)	3	EA	\$ 250.00	\$ 329.52	1,738.55
N TA-2H	10	EA	\$ 250.00	\$ 953.36	12,033.58
N TA-3H	2	EA	\$ 250.00	\$ 894.56	2,289.12
N H1.1 (M2-11)	18	EA	\$ 200.00	\$ 91.66	5,249.84
NTX TS-1	4	EA	2,500.00	2,663.09	20,652.38
NTX TS-1L	3	EA	2,500.00	2,751.78	15,755.35
NTX TS-3	4	EA	2,900.00	2,322.35	20,889.39
NTX TS-5	1	EA	6,500.00	4,869.63	11,369.63
NTX TSD-1	4	EA	4,000.00	3,724.84	30,899.36
NTX TSS-1L	3	EA	2,500.00	2,904.57	16,213.70
N 636 ACSR - GROSBEAK	120	LF	10.00	7.00	2,040.00
N 3/8" STATIC WIRE	40	LF	10.00	1.40	456.00
TRAFFIC CONTROL	1	LS	11,000.00		11,000.00
SODDING	500	SF	5.00		2,500.00
Total Installation					604,479.24

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R 55-2W	1	EA	1,000.00		1,000.00
R 60-1W	2	EA	1,100.00		2,200.00
R 60-H1W	1	EA	1,100.00		1,100.00
R 65-2W	4	EA	1,100.00		4,400.00
R 70-1W	2	EA	1,200.00		2,400.00
R 75-1W	4	EA	1,200.00		4,800.00
R 75-2W	2	EA	1,350.00		2,700.00
R 80-1W	1	EA	1,350.00		1,350.00
R C2.51L (C9-2)	6	EA	275.00		1,650.00
R C2.51X (C9-2X)	1	EA	275.00		275.00
R C2.52L (C2-2)	1	EA	275.00		275.00
R C6.52	1	EA	650.00		650.00
R E1.1 (E1-2)	1	EA	75.00		75.00
R E1.1L (E1-3)	2	EA	75.00		150.00
R E1.2 (E3-3)	27	EA	75.00		2,025.00
R E1.4 (E2-2)	1	EA	75.00		75.00
R E1.5	2	EA	100.00		200.00
R E3-10	9	EA	25.00		225.00
R F2.10 (F1-3S)	1	EA	100.00		100.00
R F2.12 (F1-4S)	8	EA	100.00		800.00
R F2.8 (F1-2S)	1	EA	100.00		100.00
R TA-2H	5	EA	150.00		750.00
R H1.1 (M2-11)	16	EA	75.00		1,200.00
RTX TS-1	4	EA	500.00		2,000.00
RTX TS-1L	2	EA	500.00		1,000.00
RTX TS-3	4	EA	650.00		2,600.00
RTX TS-5	1	EA	1,200.00		1,200.00
RTX TSD-1	4	EA	1,500.00		6,000.00
RTX TSS-1L	3	EA	650.00		1,950.00

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
					-
Total Removal					43,250.00

SUMMARY			EXT. LAB & MAT
Installation			604,479.24
Removal			43,250.00
UNIT BID PRICE BASE BID			647,729.24
Authorized Contract Ammendments		\$	30,000.00
TOTAL BID PRICE		\$	677,729.24

DOCUMENT 00482 MS
DRUG-FREE WORKPLACE AFFIDAVIT
(must be attached to bid form upon submission)

STATE OF MISSISSIPPI
COUNTY OF _____

DRUG-FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

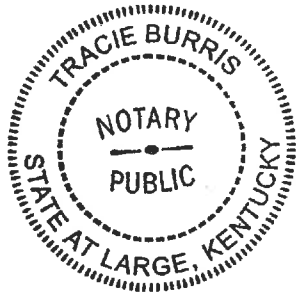
NOW COMES AFFIANT, who being duly sworn, deposes and says:

- 1. He/She is the principal officer for William E. Groves Construction, LLC
dba Groves Electrical Services _____;
(insert name and address of bidding entity)
- 2. That the bidding entity has submitted a bid to Tupelo Water and Light _____
(insert name of city, dept, project No.)
for the construction of Primary to Northwest Sub 46kV Line Pole Change-Out ;
(insert name of project)
- 3. That the bidding entity employs no less than five (5) employees;
- 4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Miss. Code Ann. §71-7-1 through 71-7-33 (Rev. 1995);
- 5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

John Mark Morris
AFFIANT (John Mark Morris)

SUBSCRIBED AND SWORN TO before me this 6th day of April, 2023.



Tracie Burris KYNP8816
NOTARY PUBLIC

My commission expires: 6/11/2024

SECTION 00820 EQUAL OPPORTUNITY PROVISIONS

The Bidder represents that:

It has , does not have , 100 or more employees, and if it has, that

It has , has not , furnished the Equal Employment Opportunity - Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

The penalty for making false statements is prescribed in 18. U.S.C. 1001.

EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the Bidder agrees as follows:

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder 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, 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 Bidder agrees to post, in conspicuous places available to

employees and applicants for employment, notices to be provided setting forth the provision of this Equal Opportunity Clause.

- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Bidder 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 advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Bidder 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.
- (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Bidder's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further 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 the said Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Bidder will include this Equal Opportunity Clause 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 Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

END OF SECTION

State of Mississippi BOARD OF CONTRACTORS

ACTIVE WILLIAM E. GROVES CONSTRUCTION, LLC DBA GROVES
ELECTRICAL SERVICES
P.O. BOX 1205
MADISONVILLE, KY 42431

is duly registered and entitled to perform
ELECTRICAL WORK



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 26 day of July, 2022

CERTIFICATE OF RESPONSIBILITY

No. 11847-MC

Expires Jul. 26, 2023

Joel A. Canell

CHAIRMAN OF THE BOARD



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE: APRIL 12, 2023
SUBJECT: IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEM **JT**

Request:

I respectfully request your approval to surplus the following item:

Description

- 2010 Ford F-250 3/4T Pick Up Truck, VIN 1FDSX2B59AEB00929 (Unit 11)

After declaration as surplus, this truck will be sold thru the Spring 2023 city auction.

Thank you for your cooperation.



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Kelly Elliott, Fire Chief Title

DATE April 14, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR BETWEEN MS TASK FORCE AND CITY OF TUPELO FIRE DEPARTMENT **KE**

Request:

Request that Council sign off on MOU for the MS Task Force. This is an agreement that we've been in with the MS Task Force for the last 20 years.

Task Force:	First Name:	Last Name:	Sponsoring Department/Agency (Format: Gulfport Fire Department):
1	Justin	Garza	Amory Fire Department
1	Tony	Garza	Amory Fire Department
1	Donnie	Sloan	Amory Fire Department
1	Donnie	Sloan	Amory Fire Department
1	Thomas	Foley	Amory fire dept
1	Liee	Garner	Batesville Fire Department
1	Matthew	Hubbard	Batesville Fire Department
1	Sergio	Vergara	Batesville Fire Department
1	James	Bryant	Batesville Fire Department
1	Cordarius	Givens	Batesville Fire Department
1	Jordan	Inman	Batesville Fire Department
1	Justin	Parker	Batesville Fire Department
1	Dennis	Pearson	Batesville Fire Department
1	Kaleb	Nelms	Corinth Fire Department
1	Michael	Taylor	Corinth Fire Department
1	Chris	Duncan	Corinth Fire Department
1	Alex	Grimes	Corinth Fire department
1	Mark	Foster	Desoto County Emergency Services
1	Ben	McMinn	Desoto County Emergency Services
1	Christopher	Laney	Fulton Fire Department
1	Joshua	Herrera	Hernando Fire Department
1	Joshua	Ward	Hernando Fire Department
1	Hank	Hudson	Hernando Fire Department
1	Hank	Hudson	Hernando Fire Department
1	Joshua	McCormick	Hernando Fire Department
1	Richard	Willingham	Horn lake fire
1	Justin	Morris	Horn Lake Fire Department
1	Justin	Correro	Horn Lake Fire Department
1	Patrick	Homan	Itawamba County Fire Services
1	James	Sheffield	Iuka Fire Department
1	Greg	Ross	Iuka Fire Department
1	Jamie	phillips	Lafayette
1	Charles	Moore	Lafayette County Emergency Management
1	Stephen	Wood	Lafayette County Emergency Management
1	Buster	Hollowell	Lafayette County Fire
1	Jamie	Phillips	Lafayette county fire
1	John	Hill	Lafayette County Fire Department
1	Brent	Rushing	Lafayette County Fire Department
1	Logan	Turner	Lafayette County Fire Department

1	Carter	Hillmer	Lafayette County Fire Department
1	Randy	Jones	Lafayette County Fire Department
1	Jamie	Roy	Lafayette County Fire Department
1	nathaniel	roy	Lafayette county fire department
1	Mark	Story	Lafayette County Fire Department
1	Gatlin	Mackie	Lafayette Fire Department
1	Robert	Fisher	Mississippi Fire Academy
1	Adam	Denson	Mississippi State Fire Academy
1	Matt	Hinkle	Mississippi State Fire Academy
1	Jason	Watkins	Mississippi State Fire Academy
1	Russell	McCullar	MS Fire Academy
1	Richard	Greenwood	MSFA
1	Nick Ragan	Ragan	MSFA
1	David Waylon	Gustafson	Olive Branch Fire Department
1	Timothy	Hill	Olive Branch Fire Department
1	Dillon	Matheme	OLIVE BRANCH FIRE DEPARTMENT
1	Daniel	Pannell	Olive Branch Fire Department
1	Zac	Difabio	OLIVE BRANCH FIRE DEPARTMENT
1	Loren Tate	Harris	Olive Branch Fire Department
1	Michael	Hogan	Olive Branch Fire Department
1	Brian	James	Olive Branch Fire department
1	Chris	Oaks	Olive Branch Fire Department
1	Alan	Wright	Olive Branch Fire Department
1	Matt	tatum	Oxford fire
1	Jesse	Clock	Oxford Fire Department
1	Tyler	Cooksey	Oxford Fire Department
1	Eric	Craine	Oxford Fire Department
1	Joshua	Dwyer	Oxford Fire Department
1	Rochelle	Harwood	Oxford Fire Department
1	Charlmers	Jarvis	Oxford fire department
1	Larry	McKinney	Oxford Fire Department
1	Adam	Patton	Oxford fire Department
1	Chad	Bagwell	Oxford Fire Department
1	Brandon	Mardis	Oxford Fire Department
1	Jeremy L.	Williams	Oxford Fire Department
1	Jacob	MCVEY	Oxford Fire Dept
1	Rhett	Gilder	Senatobia Fire Department
1	Gary	Brown	Senatobia Fire Department
1	Bedford	Hunt	Senatobia Fire Department
1	William Bo	Payne	Senatobia Fire Department

1	Jordan	Campbell	Southaven Fire Departemt
1	Jonathan	Carrington	Southaven Fire Department
1	Dustin	Ford	Southaven Fire Department
1	Benjamin	Moore	Southaven Fire Department
1	Robert	Ridinger	Southaven Fire Department
1	Bradley	Striplin	Southaven Fire Department
1	Ronald	Taylor	Southaven Fire Department
1	Colin	Wilson	Southaven Fire Department
1	James	Clack	Southaven fire department
1	John	Coke	Southaven Fire department
1	Matthew	Hitt	Southaven Fire Department
1	Adam	Landers	Southaven Fire Department
1	Patrick	Mastro	Southaven Fire Department
1	James	Wiseman	Southaven Fire Department
1	Wesley	Gilentine	Tupelo
1	Christopher	Culver	Tupelo Fire Department
1	Garner	Holcomb	Tupelo Fire Department
1	Tyler	Ligon	Tupelo Fire Department
1	Adam	Sharp	Tupelo Fire Department
1	Alex	Woods	Tupelo Fire Department
1	John	Belk	Tupelo Fire Department
1	Chad	Blankenship	Tupelo fire department
1	Justin	Cox	Tupelo Fire Department
1	Nathan	Flanagan	Tupelo Fire Department
1	Payton	Griffin	Tupelo Fire Department
1	Anthony	Knight	Tupelo Fire Department
1	Anthony	Mallard	Tupelo Fire Department
1	Brad	McMurry	Tupelo Fire Department
1	Jaden	Peters	Tupelo Fire Department
1	Corey	Reese	Tupelo fire department
1	Brad	Robinson	Tupelo Fire Department
1	Chris	Roy	Tupelo Fire Department
1	Dalon	Ruff	Tupelo Fire Department
1	Zach	Shumpert	Tupelo Fire department
1	Kristian	Skou	Tupelo Fire Department
1	Levi	Tutor	Tupelo Fire Department
1	Zack	Boren	Tupelo Fire Dept
1	Andy	Sheffield	Tupelo fire dept
1	Butch	Cobb	Union County EMA
1	Chris	Whiteside	Union County Sheriff/Union County EMA

1	John	Vaughan	Walls Fire Department
1	Will	Carter	Water Valley Fire Department
1	Cody	Mustard	Water Valley Fire Department
1	Skyler	Defer	Water valley fire department
1	Skyler	Defer	Water valley fire department
1	Lynn	Dickinson	Water Valley Fire Department
1	Mark	McGavock	Water Valley Fire Department
1	Josh	Wedgeworth	Water valley fire department

MEMORANDUM OF UNDERSTANDING

Between

The Mississippi Office of Homeland Security / Task Force



City of Tupelo / Tupelo Fire Department



This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Mississippi Office of Homeland Security (MOHS) and the City of Tupelo / Tupelo Fire Department to participate in the Mississippi Task Forces (MTF). This agreement is entered into this 10th day of March 2023.

1. Background

Following the terror acts of September 11, 2001, the State of Mississippi realized the need to develop local, regional, and statewide capabilities to support large scale incidents. Hurricane Katrina emphasized the need to develop advanced search and rescue teams. Mississippi is not only prone to natural disasters, but the state ranks high on the list for the amount of critical infrastructure that would require multiple teams of search and rescue specialist to be deployed simultaneously to meet the needs of the local jurisdictions for man-made disasters.

2. Purpose

The Purpose of this MOU is to delineate the responsibilities and procedures for the participation in and deployment of the MTF outlined in the various sections of MS Code 33-15.

3. Scope

The provisions of this MOU apply only to Task Force activities performed at the request of the MOHS, provided at the option of the Participating Agency, and in conjunction with, or in preparation of, a declaration from the Governor of Mississippi for a disaster or emergency and upon activation of the Mississippi Task Force (MTF).

4. Definitions

- A. Activation: the process of mobilizing specific Task Forces to deploy to a designated disaster site. If the Task Force responds to such a mobilization request, the Task Force is to arrive with all equipment and personal gear to the predetermined deployment site and be at the disaster site within six hours of the activation notice.
- B. Alert: the process of informing the Task Force that an event has occurred and the Task Force might be activated at some point within a 24 hour time frame.
- C. Incident Commander: the individual in-charge for coordinating relief activities within the disaster site; under normal circumstances this individual will be an emergency manager from the local community responsible for incident activities including the development and implementation of strategic decisions and for approving allocation of resources.
- D. Participating Responder: a credentialed emergency responder on the active Task Force roster providing support to a Task Force under the authority of a Participating Agency.
- E. Participating Agency: an agency that is providing sanctioning authority for their employees to be members of the Mississippi Task Forces.

- F. Task Force: an integrated collection of personnel and equipment meeting standardized capability criteria for addressing the special needs of Urban Search and Rescue operations.
- G. Task Force Leader: an individual responsible for team training, equipment allocation, mobilization, and tactical direction of the Task Force.
- H. Urban Search and Rescue (US&R): specialized tactics, personnel, and equipment suited to the unique lifesaving problems presented in emergency rescue operations.

5. Responsibilities

- A. MOHS shall be responsible for:
 - 1. Coordination between the MTF, sponsoring agencies, MEMA, the State Fire Academy, and other relevant governmental and private parties.
 - 2. Limited funding and technical support for equipment and training.
 - 3. Coordinating the replacement and /or rehabilitation of damaged or destroyed equipment used in the course of the operations of Task Force related activities.
 - 4. Provide training to Task Force members as funding becomes available through FEMA, State, and Local jurisdictions. Training should be continuous with the objectives of enhancing skills as needed to maintain qualifications for particular positions on the Task Force.
- B. The Participating Agency shall be responsible for:
 - 1. Providing participating personnel and equipment for US&R related activities as agreed upon with MOHS and or the Task Force Leadership.
 - 2. Support the recruiting of necessary positions of the MTF to the best of their ability according to the guidelines prescribed in the MTF Manual.
 - 3. Support training of personnel as related to the MTF operations.
 - 4. In the event of any activation of the MTF, the participating agency will retain the responsibility for salaries and medical coverage for participating members employed by said agency.
 - 5. Participating Agency will provide worker compensation benefits to participating members employed by said Agency during any training and/or activates approved the MOHS.
 - 6. Ensuring all equipment that was purchased with MOHS funds have proper storage, service, and is in a state of readiness for deployment.

6. Procedures

A. Activation

1. Upon request from the Governor of Mississippi for disaster assistance, and/or determination by MEMA, FEMA, or any other agency requesting the MTF the pre-positioning of Task Forces is prudent, MEMA, FEMA, or any other agency requesting the MTF shall request the activation of forces necessary to responded to the emergency or disaster situation.
2. Activation notices shall be communicated by MEMA, FEMA, or any other agency requesting the MTF through the appropriate channels.

B. Mobilization, Deployment, and redeployment

1. The Task Force Leader with support from the local Sponsoring Agency shall notify members of the MTF activation.
2. The Task Force Leader will provide a time and rendezvous location, equipment needed, and description of activation to the local Sponsoring Agency.
3. Upon arriving at the deployment area MOHS will provide logistical support such as food and housing.

C. Command and Control

1. MOHS has overall command and control of the Task Forces.
2. Tactical employment of the MTF may be passed from MOHS to the local or on-site incident Commander within a disaster area.

7. Financial Agreements

- A. Task Force members shall be compensated in accordance with pay schedules and policies set forth by the participating agency as determined prior to implementation of this agreement. All reimbursements will follow SMAC/EMAC guidelines.
- B. Task Force members shall be reimbursed for travel and per diem costs in accordance with their participating agencies travel policy.
- C. Personnel shall receive their normal pay for their scheduled work days, and overtime pay for any working hours defined in the Incident Action Plan.
- D. Rehabilitation or replacement costs of operational equipment may be reimbursed if the piece of equipment was used at a SMAC, EMAC, or MTF sanctioned training exercise, as authorized by MEMA, FEMA, or any other agency requesting the MTF.
- E. No Task Force or any Task Force member shall be reimbursed for costs incurred by activation outside the scope of this agreement.
- F. The participating agency is responsible for following in-state and EMAC guidelines for all reimbursement requests. Each sponsoring agency will be responsible for completing and submitting their own reimbursement packet to the agency issuing the reimbursements.

8. Reporting Requirements

- A. The participating Agency will submit in writing to the Task Force Leaders all personnel changes as they relate to the composition of the Task Force. This includes information of personnel training and qualification upgrades. The qualifications list will be submitted as new members are admitted to positions on the Task Force during the annual sign up.
- B. Verification of Task Force member credentials, as they relate to the criteria outlined in the MTF manual, will be submitted on an annual basis and at other times as requested by MOHS.

9. Conditions, Amendments, and Termination

- A. This Memorandum may be modified or amended only with written agreement of all parties and all amendments will be attached to this agreement. The memorandum may be terminated by any party upon 30 days written notice.
- B. In the event an agency withdraws from the MTF **ALL** equipment purchased with MOHS Funding for MTF shall be moved to another participating agency at the discretion of the MOHS State SAR Coordinator.

10. Liability

- A. For the purposes of worker's compensation and long-term disability, Task Force members who perform disaster relief functions in connection with this MTF program will be considered performing within the scope of their employment with the participating agency, and as such, subject to the State or local worker's compensation laws.

Director or Chief of
Participating Agency

Title

Date

MOHS State SAR Coordinator

Title

Date